



GLONY Contracting Worksheet

**A step by step guide to becoming
a member of the GLONY Team!**

Please note, if any of the required forms listed below are not complete when returned with your paperwork, it will delay the time necessary to conclude the activation process.

Required for Corporate

- Corporation/Agency Data Sheet** (Pkt. Pg 4) – Complete top for Principal Agent, Bottom portion if also applying as a Corporation.
- Sub Agent Agreement** (Pkt. Pg 6) – Sign, Date. Please include General Agent Information.
- Independent Contractor's Agreement** – (Pgs 7-10) Print Corporate name on (Pkt. Pg 7), sign/date by designated Agent on right side of (Pkt. Pg 10) (**must sign signature section above the dotted line**). Return all pages.
 - o **Advance Program (Optional Commission Loan Program)** - Elect to receive loans from the Company by checking yes and signing at the bottom of (Pkt. Pg 10) (**must also sign signature section below the dotted line to request advances**).
This feature is optional and subject to a pre-screening background approval.
- Personal Guarantee** (Pkt. Pg 27) – Complete Sign, Date. (Required for S-Corp and LLC's)

Required for Individual

- Independent Agent Contracting Data Sheet** (Pkt. Pg 4) - Complete.
 - o **NOTE: If there is a Recruiting Agent/Agency involved with your appointment add their name and writing number on the second line of the data sheet, when there is no hierarchy form submitted with paperwork, the Recruiting Agent will not be included in the hierarchy.**
- Independent Contractor's Agreement** - (Pgs 7-10) Print Agent name on (Pkt. Pg 7), sign/date by designated Agent on right side of (Pkt. Pg 10) (**must sign signature section above the dotted line**). Return all pages.
 - o **Advance Program (Optional Commission Loan Program)** - Elect to receive loans from the Company by checking yes and signing at the bottom of (Pkt. Pg 10) (**must also sign signature section below the dotted line to request advances**).
This feature is optional and subject to a pre-screening background approval.
- PC Hierarchy Worksheet** (Pkt. Pg 26) – **must be completed by Recruiting Agent.**

Required for All

- Authorization to Obtain Information** - (Pg 5) – Sign, Date
- Business Associate Agreement (BAA)** – (Pgs 11-14) - Print effective date and name on (Pkt. Pg 11), sign last page of agreement (Pkt. Pg 14). Return all pages.
- FCRA Disclosure** (Pkt. Pg 15-20) – Sign, date.(Pkt. Pg 16)
- EFT-Direct Deposit Form** (Pkt. Pg 21) - Complete form, include a voided check or bank letter.
- W-9 Form** (Pgs 22-25) - Complete required information. Return page 22.
- Submit Copy of CE Credits for Annuity products** – See **Annuity CE – State Requirement table** (Pkt Pg 3).

Note, Globe Life Insurance Company of New York does not appoint agents with Life only appointments as we do not authorize agents to only offer our Annuity product.

Return Contracting paperwork to Regional Director or Recruiter:

GarityAdvantage Agencies contracting@garityadvantage.com or fax: 339-469-8155



GLONY Contracting Cont'd
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Non Resident States

Other than your resident state, please list any additional non-resident states where you currently hold a license and would like to be appointed. One fee check may be submitted for applicable resident and non resident fees.

Please contact your Department of Insurance with any questions regarding this requirement.

Annuity CE - State Requirement		
Completion of CE Credit Hours prior to the Sale of Annuity Product		
Alaska	Kentucky	Oklahoma
Alabama	Louisiana	Oregon
California	Massachusetts	Rhode Island
Colorado	Maryland	South Carolina
Connecticut	Maine	South Dakota
District of Columbia	Michigan	Tennessee
Georgia	Minnesota	Texas
Hawaii	Mississippi	Washington
Idaho	Nebraska	Wisconsin
Iowa	New Hampshire	West Virginia
Illinois	New Jersey	Wyoming
Indiana	North Dakota	
Kansas	Ohio	

As of 1-01-17

Data Sheet - Independent Agent/Designated Agent			
Applicant Information – Print Name			
Full Name:		Social Security Number:	
Recruiting Agent or Agency			
Full Name:		Account Number:	
Business Address			
Address:		Suite #:	
City:	State:	ZIP Code:	
Phone:	Fax:	Mobile:	
E-Mail Address:			
<i>By providing an email address, I authorize the company to communicate with me via email for all company correspondence.</i>			
Personal Address			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	Mobile:	
E-Mail Address:			
<i>By providing an email address, I authorize the company to communicate with me via email for all company correspondence.</i>			
Additional Information			
Date of Birth:		Place of Birth:	
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Information required by State Insurance Departments			
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No (if so, enclose court documents and an explanation)			
Have you ever been refused, had suspended, or revoked an insurance license in any state? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Do you owe an unpaid balance to any insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No (if so, enclose particulars)			
Corporation/Agency-Information <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC			
Important Notice	We do not contract with any corporations in the state of Kansas.		
Corp/Agency Information			
Full Name:		Tax ID Number:	
Corp/Agency Address			
Address:		Suite #:	
City:	State:	ZIP Code:	
Phone:	Fax:	Mobile:	
E-Mail Address:			
<i>By providing an email address, I authorize the company to communicate with me via email for all company correspondence.</i>			

Authorization to Obtain Information – Globe Life Insurance Company of New York

I certify that my answers are true and complete to the best of my knowledge.

I AUTHORIZE ANY CONSUMER REPORTING AGENCY, or any other organization, or person having knowledge of my character, reputation and financial position to give Globe Life Insurance Company of New York and its affiliates (the “Company”) any and all such information. I understand that the information obtained by use of this authorization will be used by the Company to determine eligibility for agent appointments, and for other business purposes in connection with our relationship. I hereby release the above parties from all liability for any damage that may ensue from furnishing any information in response to this authorization.

I give my consent to the Company to perform periodic criminal and credit history background checks in any state, including Georgia, prior to, and up to, termination of my appointment with Globe Life Insurance Company of New York and its affiliates.

I understand that any information obtained will not be released by Company or its affiliates to any person or organization except to persons or organizations performing business or legal services in connection herewith.

However, Globe Life Insurance Company of New York may release such information to any of its affiliates in connection with my request for an appointment with such affiliate(s).

I know that I may request to receive a copy of this authorization and the report. I understand and agree that a photographic copy of this Authorization shall be valid as the original.

Date X _____

X _____

SIGNATURE OF APPLICANT

Sub agent Agreement – must be signed by applicant

To: Globe Life Insurance Company of New York:

I understand that Globe Life Insurance Company of New York does not compensate sub-agents, that after I have become authorized to represent the Company, I may place business for the Company only through the direct contracted independent contractor (person or corporation) of the Company for whom I am designated by the Company as sub-agent, that such direct contracted independent contractor alone will be accountable to me for my compensation in accordance with the contract or agreement that I have with such direct contracted independent contractor , and that the direct contracted independent contractor is not authorized to and cannot bind or obligate the Company for my compensation or for the performance of any contract or agreement which such direct contracted independent contractor may have with me.

I understand that Globe Life Insurance Company of New York prohibits solicitation of business by anyone who is not authorized to represent the Company by the Insurance Department of the jurisdiction in which the solicitation takes place, and I agree that I will not solicit for the Company until my authority to represent the Company has been secured from the applicable Insurance Department and is in my personal possession.

X _____
(Direct Contracted Independent Contractor)

X _____
(Applicant Signature)

X _____
(Direct Contracted Independent Contractor Number)

X _____
(Today's Date)

Home Office Use Only

**GLOBE LIFE INSURANCE COMPANY OF NEW YORK
SYRACUSE, NEW YORK
GENERAL AGENCY DIVISION
INDEPENDENT CONTRACTOR'S AGREEMENT**

This Contract, and the Compensation Schedule(s) attached hereto and made a part hereof for all purposes (collectively referred to as "this Contract"), is made by and between **GLOBE LIFE INSURANCE COMPANY OF NEW YORK** (hereinafter referred to as "Company"), and _____ (hereinafter

(enter Name of Independent Contractor)

referred to as "Independent Contractor") for the purpose of soliciting applications for insurance and insurance products written under the General Agency Division, which provides for the sale of life and health insurance products.

RELATIONSHIP OF PARTIES

It is expressly agreed that the relationship intended by this Contract between Company and Independent Contractor shall be that of an independent contractor relationship only, and that nothing contained herein shall be construed to create the relationship of employer and employee. This Contract or any benefit hereunder may not be assigned, transferred, or pledged by Independent Contractor, without Company's prior written consent.

MANNER OF CONDUCTING BUSINESS

Independent Contractor's clientele may be developed by him by any lawful means. Independent Contractor shall select his own hours and workdays and is under no obligation to account to Company for his time. Company may hold sales meetings to acquaint Independent Contractor with new products and sales techniques for the benefit of Independent Contractor. However, attendance at sales meetings will be optional and at the expense of Independent Contractor. Independent Contractor shall be free to exercise his own judgment as to the time, routine, place, method and manner he solicits insurance. Independent Contractor shall not solicit outside the jurisdiction for which he is licensed or contrary to the laws or insurance regulations of the states where he operates.

Company may from time to time make available to Independent Contractor supplies, leads, name lists, advertising matter and other material designed to assist Independent Contractor in soliciting business. All such material and other policyholder information, whether past, current or prospective, acquired by Independent Contractor shall remain the sole property of Company, shall not be duplicated and shall be returned to Company within five (5) days after the termination of this Contract.

EXPENSES

Independent Contractor shall be responsible for all expenses incurred by him or his sub-agents in the production of insurance for Company. Independent Contractor shall at his own expense furnish his own means of transportation, office or place of business, advertisements, form letters, letterheads, circulars, equipment, telephones, mail, clerical personnel, licensing fees, and training and any other relevant expenses incurred in the solicitation of insurance underwritten by Company. The Company will not reimburse such actual expenses, but may pay to Independent Contractor an expense allowance. In no event, however, shall any such expense reimbursement exceed the limits set forth by New York law. Any expense allowance payment which is in excess of such limits shall be repaid to the Company by the Independent Contractor upon demand or as soon as Independent Contractor realizes that the limit has been exceeded, whichever is earlier. The expense allowance, if any, will be paid monthly, in arrears, on the basis of premium actually received by the Company. If Independent Contractor elects, Company may advance expense allowance payments to Independent Contractor on life insurance applications written and submitted to Company by Independent Contractor or any agents assigned to Independent Contractor. Such advances shall be made in lieu of payment of expense allowances that may become due, as provided in the Compensation Schedule. In no event, however, shall such advances exceed the limits set forth by New York laws. Such advances shall be based on life insurance premiums on production submitted on completed applications. The amount advanced shall be determined in the sole discretion of the Company. Any advances shall be reduced by the amount of chargebacks to Independent Contractor's account from any source.

INDEMNIFICATION

Independent Contractor shall be responsible to Company for all loss or damage arising from business done by and entrusted to him and shall indemnify and hold Company harmless from any and all expenses, costs, causes of action, loss or damages resulting from fraudulent or unauthorized acts or omissions of Independent Contractor and any agent(s) or broker(s) assigned to Independent Contractor.

POWERS, DUTIES & RESPONSIBILITIES

During the continuance of this Contract:

- A. Independent Contractor has the authority to remit applications for insurance to Company for approval or rejection and to collect only the initial premium payments due on such applications.
- B. Independent Contractor may procure personally, or through agent(s) if applicable, applications for insurance underwritten by Company.
- C. When authorized by Company and subject to Company approval, Independent Contractor may recruit, train, and supervise agents or brokers.
- D. Independent Contractor shall have the duty of properly representing Company and developing his territory with diligence and in an ethical manner, and Independent Contractor agrees to conform to the rules, regulations, and practices of Company.
- E. Independent Contractor shall be responsible to Company for all monies and securities received by him for Company and shall hold such in trust separate from all other funds and securities, and promptly remit same to Company.
- F. Company reserves the right at any time to terminate the contract of any agent or broker assigned to Independent Contractor.
- G. Independent Contractor shall not insert or authorize the insertion of any advertising matter bearing Company's name in any email, written publication, on the internet, or on other social media sites, or issue or distribute, or authorize the issuance or distribution of, any circular or paper on behalf of Company, without first submitting said advertising matter in writing to Company and receiving prior written approval of Company. In addition, Independent Contractor must obtain Company's approval prior to referencing Company's name or products in any television or radio transmission.

COMPENSATION

Company agrees to pay to Independent Contractor commissions and expense allowances, where applicable, on business written by Independent Contractor or any agents or brokers assigned to him by Company on premiums actually received and earned by Company in accordance with the Compensation Schedule(s) attached hereto. At the option of Company, Company may use annualization to pay Independent Contractor. Annualization is the paying or crediting to Independent Contractor of Independent Contractor's full year's compensation amount at the beginning of a policy year, based upon Company's expectation that a full year's premium will be paid by the end of the policy year. In the event Company shall, either during the continuance of this Contract or after its termination, fail to receive premiums due on annualized compensation, or refund premiums under any policy to an Insured, Independent Contractor shall immediately repay to Company the amount of any commission or expense allowance paid, loaned or advanced to Independent Contractor on the premium not received or so refunded.

- A. All commissions and expense allowances shall be calculated only on premium actually received or scheduled to be received, by Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions or expense allowances shall be paid on interest, or on premium waived or commuted by reason of death, disability or exercise of policy options.
- B. Company at any time while this Contract is in force or after its termination may set off against any claims by Independent Contractor for commissions, expense allowances, or other monies accruing to the account of Independent Contractor under the terms of this Contract any debts, liabilities or obligations of Independent Contractor to Company or its affiliates. Independent Contractor further agrees that any indebtedness now or hereafter owing to Company or its affiliates shall be secured by a first lien against the commissions, expense allowances, or any other monies payable to Independent Contractor under this Contract and any other contract Independent Contractor may have with Company or its affiliates. If Independent Contractor has one or more agents or brokers assigned to him and any such agent or broker loses his vesting and has a debit balance with Company at such time, then that agent's or broker's account, including the debit balance, will be incorporated into Independent Contractor's account with Company. Independent Contractor's account will be credited with commissions or expense allowances from and debited for all charges against such agent's or broker's account. However, upon paying any such indebtedness to Company, Independent Contractor will be subrogated to Company's right of recovery against such agent and Company will, if requested, assign its rights in said indebtedness to Independent Contractor, without recourse or warranty. Notwithstanding the foregoing, Company reserves the right, in its sole discretion, to instead incorporate any such agent's or broker's account into the account of an intervening agent or broker assigned to Independent Contractor. Nonetheless, Independent Contractor is ultimately responsible to Company for all indebtedness which any agent or broker assigned to Independent Contractor owes to Company.
- C. All amounts owed to Company or its affiliates by Independent Contractor shall become due and payable immediately upon notice to Independent Contractor.
- D. The right to receive commissions and expense allowances shall automatically terminate upon termination of this Contract except as provided herein. Payment of renewal commissions and expense allowances upon termination of this Contract will be vested immediately, subject, however, to Company's right of set off as set forth in this Contract, the limitations and exceptions described below and the provisions of the Loan Agreement, Expenses, Compensation and Department sections of this Contract.

The right to receive vested renewal commissions and expense allowances if any, shall immediately terminate without notice if:

- (1) This Contract is terminated for cause or for any violations of any of the provisions or agreements of this Contract.
 - (2) In any calendar year following termination the amount of vested renewal commissions and expense allowances paid under this Contract is less than \$500.00.
 - (3) Any debit balance is not repaid within 120 days after termination of this Contract.
- E. At the option of Company, payment of commissions and expense allowances, where applicable, will be held in abeyance for 120 days after termination to determine the existence of any sums due Company which are to be set off against the same.
- F. Termination of an agent or broker assigned to Independent Contractor shall not affect the right, if any, of Independent Contractor to receive compensation on the production of such terminated agent or broker.

This Contract shall be terminated by the death of Independent Contractor, if an individual, and all eligible renewal commissions and expense allowances, if any, shall be then vested and payable to the surviving spouse. If there is no surviving spouse then such amounts shall be paid to the Executors or Administrators of Independent Contractor's Estate.

Company reserves the right to alter, increase, decrease, modify or withdraw the Compensation Schedule and/or Loan Agreement provisions of this Contract at any time. However, any change shall apply from and after the effective date of such change on business produced after that date.

LOAN AGREEMENT

If Independent Contractor elects, Company may make periodic loans to Independent Contractor against future compensation on applications written and submitted to Company by Independent Contractor or any agents or brokers assigned to Independent Contractor. Such loans shall be made in lieu of payment of future compensation as provided in the Compensation Schedule. In no event, however, shall such loans violate the limits set forth by New York laws.

- A. Such loans shall be based on expected future compensation of Independent Contractor and shall be secured by adequate collateral, in accordance with the New York Insurance Law. The amount loaned shall be determined in the sole discretion of Company.
- B. Any loan proceeds shall be reduced by the amount of chargebacks to Independent Contractor's account from any source.

INDEBTEDNESS OF INDEPENDENT CONTRACTOR

Any indebtedness owed by Independent Contractor to Company shall be paid upon notice to Independent Contractor. In addition to the provisions of the "Department" paragraph below, all indebtedness of Independent Contractor to Company shall be secured by a first lien on any commissions and expense allowances due or to become due Independent Contractor. Company may at any time offset against all commissions and expense allowances accrued or to accrue to Independent Contractor, any debt due from Independent Contractor to Company or its affiliates, whether now existing or hereafter arising. In the event any indebtedness is placed in the hands of a collection agent or attorney, or both, Company shall be entitled to recover reasonable collection and attorney's fees. Unless otherwise prohibited by law or regulation, such indebtedness shall include any amounts paid by Company to appoint and/or properly license Independent Contractor. In addition, in the event Independent Contractor's indebtedness to Company is completely discharged by any individual or entity to whom Independent Contractor is assigned, such individual or entity shall be subrogated to Company's right to recover the balance of such indebtedness from Independent Contractor, and may thereafter proceed directly against Independent Contractor without the joinder of Company.

INDEBTEDNESS OF AGENT / BROKER

For the purposes of this paragraph, an "agent" shall be any individual or entity appointed by, and/or contracted with, Company to solicit insurance underwritten by Company with respect to whom Independent Contractor receives compensation for such individual's or entity's production, or who is assigned to Independent Contractor and becomes a part of Independent Contractor's hierarchy, irrespective of the number of levels of agents under Independent Contractor. Independent Contractor shall be fully responsible for any indebtedness (sometimes referred to as an "agent's debit balance") of an agent, or broker assigned to Independent Contractor, and does hereby guarantee payment of any and all indebtedness of any such agent or broker. Independent Contractor hereby approves any annualization payment, advances or loans which Company makes to an agent assigned to Independent Contractor, and Company shall not be obligated to obtain Independent Contractor's approval of any specific annualization payment, loan or advance. In no event, however, shall such annualization payments, loans or advances exceed the limits set forth by New York laws. If an agent's or broker's contract with Company is terminated for any reason (whether by Company, the agent/broker or by mutual agreement), Company shall give the departing agent a period of 120 days within which to pay any indebtedness to Company by direct payment, application of renewal commissions or a combination thereof. In the event such indebtedness has not been discharged in full at the expiration of that 120 day period, the agent's right, if any, to further renewal commissions or expense allowances from Company shall automatically terminate, and Independent Contractor shall be liable for and responsible to discharge such indebtedness just as though Independent Contractor had incurred such indebtedness directly. In such event, Company shall have the same rights and remedies to recover said indebtedness from Independent Contractor as set forth in the "Compensation" paragraph. Upon payment and

discharge of said indebtedness in full, Independent Contractor shall be subrogated to Company's rights against the agent or broker, and may proceed directly against the agent or broker without the joinder of Company.

DEPARTMENT

Should Independent Contractor at any time, either before or after termination of this Contract, wrongfully withhold any funds belonging to any applicant for insurance, a policyholder, or Company; or should Independent Contractor induce any policyholder to lapse, relinquish or surrender a policy with Company; or should Independent Contractor be in default under, or fail to comply with any provision, covenant, representation or warranty contained in this Contract or any other Contract, or in any document or instrument related thereto, between Independent Contractor and Company; or should Independent Contractor fail to comply with any State insurance laws or regulations, or Federal laws or regulations under which he or it is licensed or is otherwise subject; then Independent Contractor shall immediately forfeit his right to receive any commissions, expense allowances or any other compensation due or to become due, whether vested or otherwise, under this Contract or any other agreement with Company.

ADDITIONAL PROVISIONS

This Contract is personal and not transferable. Any assignment, transfer, or sale of this Contract or any right to interest herein, without prior written consent of Company, shall not be valid or in any way binding upon Company.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

This Contract may be executed, electronically or manually, in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

This Contract shall be effective as of the date both parties hereto have signed the Contract.

TERMINATION

This Contract may be terminated at the will of either party hereto, for any reason or without cause, at any time upon actual notice, written or oral. Cancellation or loss of license shall automatically terminate this Contract.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto.

GLOBE LIFE INSURANCE COMPANY OF NEW YORK

X _____
Date

BY: _____
Chief Executive Officer

X _____
Date

X _____
Signature of Independent Contractor

Must complete below to become eligible to receive loans, advances or annualization payments

Re: Loan Agreement:

- I DO elect to receive loans, advances or annualization payments from Company.
- I DO NOT elect to receive loans, advances or annualization payments from Company.

X _____
Date

X _____
Signature of Independent Contractor

Business Associate Agreement

This Agreement is made effective the ____ of ____, 20__, by and between Globe Life Insurance Company of New York, hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA; and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement; and

WHEREAS, Covered Entity and Business Associate may have previously entered into a Business Associate Agreement, the Parties now wish to supersede such prior agreement with this Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

- (a) Business Associate agrees:
 - (i) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
 - (ii) in the event it enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business

Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;

(iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;

(v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(vi) to ensure that its Subcontractors to whom it provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than ten (10) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410. Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be

held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or

cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Texas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: 

By: _____

Title: Senior Vice President and Associate Counsel

Title: _____

Globe Life Insurance Company of New York

**FAIR CREDIT REPORTING ACT
Disclosure Statement and Authorization**

DISCLOSURE STATEMENT

In connection with your application for and or continued appointment with Globe Life Insurance Company of New York (the "Company"), the Company may obtain **consumer reports and/or investigative consumer reports** (the "Reports"). In connection with the Reports, the Company may inquire into your consumer credit history, education, professional licensing, criminal history, driving history, character, abilities, work habits, mode of living, residency, immigration status, general reputation, personal characteristics, performance, experience, reasons for termination of past employment and other qualities pertinent to your qualifications for appointment. If the Company should obtain information bearing on your credit worthiness, credit standing or credit capacity for reasons other than as required by law, then the Company will use such credit information to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the appointment for which you are being evaluated. The Company will not use the report in violation of any Federal or State equal opportunity laws or regulations.

Under the Fair Credit Reporting Act, the Company is required to inform you if an offer of appointment is withheld due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of this notice, the Company will provide you a copy of the Reports. If an adverse action is taken during your appointment, up to and including termination from appointment, due in whole or in part, to information contained in the Reports and, if you request in writing within a reasonable period of time after receipt of notice of adverse action, the Company will provide you a copy of the Reports. The Company is located and can be contacted by mail at 3700 S. Stonebridge Drive, McKinney, TX 75070, and the Company can be contacted by phone at 972-569-3785. You may request more information about the nature and scope of any investigative consumer reports, and the contact information of any consumer reporting agencies from whom the Company obtains your background reports, by contacting the Company. A summary of your rights under the Fair Credit Reporting Act, and additional state law notices as required, are also being provided to you below with this Disclosure Statement and Authorization.

Please complete and sign the Authorization and Release below, authorizing any party including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories, to furnish any or all of the information described above.

Upon your request, a copy of this Authorization will be provided to you.

AUTHORIZATION AND ACKNOWLEDGMENT

I acknowledge receipt of the Disclosure Statement regarding consumer and/or investigative reports and the Summary of Your Rights Under the Fair Credit Reporting Act and certify that I have read and understand both of the documents.

I voluntarily and knowingly authorize the Company or its authorized agents, for appointment purposes only, to obtain consumer reports or investigative consumer reports as part of the process of my applying for appointment. I understand that if the Company appoints me or contracts for my services, my consent will apply, and the Company may obtain Reports, throughout my appointment. I understand that Reports may include information about my prior employment or military record, education, credit worthiness and history, character, general reputation, personal characteristics, criminal record, and mode of living. I understand that this information may be obtained through a variety of sources, including, but not limited to, public records, educational institutions, financial institutions, credit bureaus, and personal interviews with my current and former employers, friends, neighbors and associates. I understand that upon written request to the Company, I will be informed whether a Report was requested and given information as to the nature and scope of the Report.

I hereby authorize First United American Life Insurance Company to perform criminal and credit history background checks in any state, including Georgia, prior to and up to, termination of my appointment with First United American Life Insurance Company and its affiliates.

I request any current or former employer, educational institution, law enforcement department or agency, court, credit bureau, financial institution, licensing agency, governmental agency including the U.S. Armed Forces, or other individuals, organizations and sources to release and furnish any and all information on me that is requested by the Company and/or other consumer reporting agencies hired by the Company.

A photocopy of this authorization shall have the same force and effect as the original and shall be valid for this and any future reports or updates that may be requested. I agree to assist and cooperate with the Company's investigation of my background, including providing all the necessary documents requested by the Company.

California applicants only: By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22.

New York applicants only: By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.

Washington State applicants only: By signing below, you also acknowledge receipt of A Summary of Your Rights Under the Washington Fair Credit Reporting Act.

For California, Minnesota, and Oklahoma applicants only: Please check the appropriate box to indicate if you would like to receive a copy of your consumer report and/or investigative consumer report free of charge if one is obtained by the Company.

- Yes
- No

Signature of Applicant

Date

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p>

<p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Union</p>	<p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

ADDITIONAL STATE LAW NOTICES

If you are a Maine, Massachusetts, New York, Oregon or Washington State applicant, employee or contractor, please also note:

Maine applicants only: You have the right, upon request, to be informed of whether an investigative consumer report was requested from a consumer reporting agency, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any such reports.

Massachusetts applicants only: If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request, to a copy of the report.

New York applicants only: You have the right, upon request, to be informed of whether or not a consumer report was requested from a consumer reporting agency. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency.

Oregon applicants only: Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.

Washington State applicants only: If the Company requests an investigative consumer report from a consumer reporting agency, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Globe Life Insurance Company of New York FIELD AGENT USE ONLY

Electronic Funds Transfer – Direct Deposit

Globe Life Insurance Company of New York is now recommending that all Agents take advantage of this more convenient, safe, and efficient manner of receiving commission payments. No more checks to cash, no more worrying about lost or stolen checks, and in most cases, funds are available sooner than regular checks. Enrolling is as easy as 1-2-3. Simply complete the form below, attach a voided check, and return to our office by fax to 972-569-3735, or mail to the attention of Agent Licensing at the address below.

→ **Please Note: You may receive one or more commission checks via mail while we are initiating the EFT process (subject to system limitations on EFT).**

Globe Life Insurance Company of New York Authorization Agreement for Direct Deposit

New Agent

Important: This form will not be effective without a VOIDED check for the account indicated in Section 2 and form signed in Section 3 by the individual listed in Section 1.

ALL FIELDS MUST BE COMPLETED

- Set up EFT on ALL current and future agent accounts according to the information supplied below.**
- ONLY set up EFT for those Agent Numbers listed below.**

Agent Number	Agent Number	Agent Number	Agent Number	Agent Number
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1

Name (please print)	<input type="checkbox"/> SSN	<input type="checkbox"/> Tax ID	Email Addr:
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I hereby authorize Globe Life Insurance Company of New York to deposit directly into my account listed below. If the company erroneously deposits funds into my account, I authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited.

2

Depository Name	<input type="checkbox"/> Bank <input type="checkbox"/> Credit Union <input type="checkbox"/> Savings & Loan	City, State, Zip
Transit/ABA number	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	Account Number

This authorization will remain in effect until cancelled by the company or the company has received written notification from me that it is to be terminated in such time and manner for the company to act on it.

3

Signature X	Date X
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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.)	
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Requester's name and address (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.

Social security number									

or

Employer identification number									

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.

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 ▶
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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.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
***Note.** Grantor also must provide a Form W-9 to trustee of trust.
Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

PERSONAL GUARANTEE

WHEREAS, concurrently with the execution and delivery of this Personal Guarantee, Globe Life Insurance Company of New York (“Company”), a Nebraska corporation, and _____ (“Independent Contractor”), an S-corporation or Limited Liability Company (LLC), are entering into that certain Independent Contractor’s Agreement dated contemporaneously herewith and attached hereto (the “Agreement”);

WHEREAS, the execution of this Personal Guarantee by the undersigned Guarantor(s) (“Guarantor(s)”) is a condition precedent to the Company’s willingness to enter into the Agreement with said Independent Contractor;

WHEREAS, each of the Guarantor(s) is expected to benefit from a decision by the Company to enter into the Agreement;

WHEREAS, the Guarantor(s) now wish(es) to enter into this Personal Guarantee as an inducement to the Company to enter into the Agreement, with knowledge that the Company will rely hereon;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. The Guarantor(s), as an officer, director, stockholder or member of the above-named Independent Contractor, with the percentage(s) of interest in the total ownership of said entity as set forth below, hereby irrevocably and unconditionally personally and severally guarantee(s) Independent Contractor’s performance of each and every term of the Agreement, as well as the liability and responsibility for any default with respect to such terms or any other conditions, covenants, and/or amendments thereto.

2. The obligations of the Guarantor(s) hereunder are independent of, the obligations, covenants and conditions required to be performed or satisfied by Independent Contractor under the Agreement.

3. There are no conditions precedent to the enforcement of this Personal Guarantee, except as expressly set forth herein. The Guarantor(s) expressly waive(s) all rights that such Guarantor(s) might otherwise have to require the Company to commence any proceeding against Independent Contractor or to exhaust the Company’s remedies against Independent Contractor before seeking to enforce this Personal Guarantee.

4. The validity of this Personal Guarantee and the obligations of the Guarantor(s) hereunder shall in no manner be terminated, impaired or in any way modified or affected for any reason or by the occurrence of any event, including, without limitation, the following: (i) the enforcement by the Company against Independent Contractor of any of its rights or remedies under the Agreement, (ii) commencement by or against Independent Contractor of any bankruptcy or other insolvency proceeding or any stay, discharge or other relief granted or issued thereunder; or (iii) any other defense, set-off, counterclaim, reduction, discharge or any defense of any kind or nature that might otherwise be available to Independent Contractor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned enter into this Personal Guarantee, which shall be effective as of _____.

GUARANTOR(S)

_____	_____	_____	_____	_____
Signature	Printed Name	Title	% Interest	Date

_____	_____	_____	_____	_____
Signature	Printed Name	Title	% Interest	Date

_____	_____	_____	_____	_____
Signature	Printed Name	Title	% Interest	Date

GLOBE LIFE INSURANCE COMPANY OF NEW YORK

By: _____
President

Date: _____

GUARANTOR(S) CONTACT INFORMATION

_____ Printed Name	_____ Address	_____ City	_____ State	_____ Zip Code
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_____ Printed Name	_____ Address	_____ City	_____ State	_____ Zip Code
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_____ Printed Name	_____ Address	_____ City	_____ State	_____ Zip Code
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