



1375 Lenoir Rhyne Blvd., Suite 119 Hickory North Carolina 28602

## **CONTRACT PROCEDURES CHECKLIST**

- Contract Data Sheet. (completed)
- Broker Document
- Independent Agent Agreement
- Sales Representative Agreement. (completed and signed)
- Commission Schedule (signed)
- Insurance License - Include a copy of your license for each state you wish to be appointed.
- W-9
- Direct Deposit Form and copy of voided check
- Copy of E&O Face page

**PLEASE RETURN ALL WRITTEN PAGES BY FAX OR MAIL  
(Sending your contract to any other address will delay processing)**

MSHP Contract Procedures



**Request for Appointment  
Med South**

The information requested below is necessary to evaluate your request to be appointed by Windsor Medicare Extra as a duly authorized representative. Information is confidential and will be returned to you upon request. Please answer each question. If any questions **do not** apply, please write "N/A".

**Please Print: All information is required to process commission properly**

Name \_\_\_\_\_  
First Middle Last

Mailing Address \_\_\_\_\_  
Street or P.O. Box City, State, Zip

Physical Address for Supplies/Deliveries \_\_\_\_\_  
Street City, State, Zip

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Mobil Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

Social Security No. \_\_\_\_\_ Taxpayer ID \_\_\_\_\_

Date of Birth \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Please complete all that apply

Tennessee Health Insurance License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Arkansas Health Insurance License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Mississippi Health Insurance License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

South Carolina Health Insurance License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Alabama Health Insurance License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Errors and Omissions Insurance Coverage**

Do you have error and omissions coverage? .....  Yes  No

- If Yes, you will be required to submit a copy of your policy's face page.
- If No, you will be required to submit an application and attach a copy of the application with the Request for Appointment

**Medicare Advantage Experience**

Do you have previous Medicare Advantage sales experience? \_\_\_\_\_

\_\_\_\_\_

• If yes, please list the companies represented \_\_\_\_\_

\_\_\_\_\_

• How many applications did you process last year? \_\_\_\_\_

**Managing General Agent**

Are you a Managing General Agent? \_\_\_\_\_

• If yes, how many licensed producers do you supervise? \_\_\_\_\_

**Comments**

If there is anything else you want to add, please write it below

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**WINDSOR HEALTH PLAN, INC.  
Windsor Medicare Extra**

**Independent Agent Sales Agreement**

THIS SALES AGREEMENT ("Agreement") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and among Windsor Health Plan, Inc. ("Windsor"), and the independent agent whose name appears on the signature page of this Agreement ("Agent").

WHEREAS, Windsor is a health maintenance organization duly licensed to offer Medicare Advantage health benefit plans ("MA Plans") in the states of Alabama, Arkansas, Mississippi, South Carolina and Tennessee.

WHEREAS, Agent is an insurance agent who possesses all requisite permits, licenses and other approvals required in order to offer and sell health insurance benefit plans and to receive commissions in the state or states to which this Agreement applies.

1. **Appointment.** Agent is hereby authorized by Windsor to solicit for health care coverage offered by Windsor subject to the terms and conditions set forth in this Agreement. It is agreed by Agent that such appointment includes no provision for any exclusive territorial representation by Agent.
2. **Relationship.** The relationship of Agent to Windsor shall be construed as that of an independent agent. Agent shall be free to exercise his own judgment and discretion as to the persons solicited and the time and place of solicitation.
3. **Authority.** Agent is hereby authorized to solicit and prepare applications for MA Plan health care coverage from acceptable groups or individuals, subject to the following provisions. These provisions encompass all products approved by Windsor, current and future. Some provisions may not be applicable to all products. The provisions are:
  - a. **Territory.** Applications for coverage may be solicited only within the service areas in which Agent is duly licensed and in which Windsor is authorized to do business, and only for products approved by Windsor and the Centers for Medicare and Medicaid Services (CMS).
  - b. **Limitations.** The Agent is not authorized to:
    1. Make, alter or discharge the provisions of any policy;
    2. Bind Windsor or to make any promise respecting coverage under an MA Plan;
    3. Quote premiums, rates or policy values other than those published by Windsor;
    4. Extend the time of payment of any premium or extend the date of the grace period for payment of the premium as stated in the applicable MA Plan;
    5. Collect and/or deposit any premium or payment except the initial premium;
    6. Broadcast, publish or distribute any advertisements or other materials referring to a Windsor MA Plan that is not originated by Windsor, or which is not Windsor's most current advertisement or other material produced or published by Windsor, without first securing Windsor's approval in writing. Agent shall indemnify and hold Windsor harmless from any damage, loss, or claim incurred by or against Windsor that arises directly or indirectly from any unauthorized action by Agent, Agent's misuse of advertisements or materials produced by Windsor, or statements or misstatements by Agent or its sales representatives; nor

7. Make any payment, assume any liability or incur any expense on Windsor's behalf, except at Agent's own expense, without the prior written consent of Windsor.

**4. Responsibilities.** With the authority granted herein, Agent and Windsor agree to accept the following responsibilities:

a. **Representation and Service.** Agent agrees to:

1. Represent the provisions and benefits of each policy of coverage adequately and fairly to prospects at time of solicitation in accordance with applicable state and Federal laws and regulations;
2. Submit to Windsor all completed Medicare Advantage applications written by Agent within two (2) working days after receipt of said application;
3. When applicable, submit checks to Windsor made payable to "Windsor Health Plan, Inc." for the initial premiums;
4. Instruct all employers and individuals contracting for health coverage with Windsor that premiums are to be sent or delivered only to Windsor after the initial first month premiums. In the event Agent receives a premium payment, then Agent agrees to hold all monies, notes or securities received or collected in a fiduciary capacity, to promptly remit such funds to Windsor by the close of the next business day following receipt thereof, and to be fully responsible and accountable to Windsor for all such funds;
5. Use best efforts to provide service to policyholders in a prudent, conscientious, culturally sensitive and businesslike manner consistent with the highest standards of honesty and integrity and to maintain and promote the relationship between Windsor and members. Agent covenants and agrees that the contract between Windsor and the group or individual is the exclusive property of Windsor and Agent has no right or other interest whatsoever in such group or individual contract;
6. Observe and comply with the rules and regulations of Windsor now in force or hereafter promulgated pertaining to the conduct of business covered by this Agreement, it being understood that such rules and regulations will not interfere with the freedom of action of Agent as previously described in Section II above;
7. Observe and comply with all rules and regulations of CMS, now in force or hereafter promulgated, applicable to the marketing of Medicare Advantage plans, or otherwise applicable to the conduct of business by Agent under this Agreement.

b. **Records and Examinations.** Agent and Windsor agree to keep complete and accurate records of all transactions connected with the business covered by this Agreement and to make such records available for examination by an authorized representative of Windsor or Agent at any time before or following termination of this Agreement. Records shall be maintained for the longer of 10 years from the termination of this Agreement or the termination of any audit of such records.

c. **License; Insurance.** Agent shall, at all times during the term of this agreement, be appropriately licensed by the applicable insurance regulatory authority of each state in which Agent offers Windsor MA Plans. Agent will maintain errors and omissions insurance and such other policies, if any, as may be required from time to time by Windsor, and shall provide evidence of such coverage to Windsor upon request.

d. **Disciplinary Proceedings.** Agent shall promptly notify Windsor of the institution of any disciplinary proceeding relating to any insurance license or permit issued to Agent by any state regulatory authority.

- f. **Certification.** Agent must complete all agent training programs designated by Windsor and receive agent certification from Windsor prior to commencing the sale of Windsor products.

**5. Compensation.** Agent overrides and commissions shall be computed and paid on a bi-monthly basis in accordance with the rates and provisions set forth in the current Schedule of Commissions. Windsor shall have a first or priority lien on all commissions payable hereunder for any debt due from Agent to Windsor and may deduct and offset from any commissions or overrides due Agent under this Agreement any debt due and owed to Windsor or from Agent to third parties for Windsor. Agent shall not be entitled to any commissions on any individual coverage issued as a result of conversion under any employer group plan, or other Windsor plans, covered by this Agreement unless such commission arrangements are approved in writing by an appropriate officer of Windsor.

**6. Legal Proceedings.** Agent shall not institute legal proceedings of any kind or character on behalf of Windsor or any policyholder in connection with any matter pertaining to business covered by this Agreement. Agent agrees to promptly notify Windsor, in writing, of the institution of any legal proceedings against Agent in connection with the business covered by this Agreement. Furthermore, Agent and Windsor agree to Indemnify and hold each other harmless from any judgments, settlements, attorney fees or other expenses resulting from any unauthorized, negligent or unlawful acts, omissions or statements by Agent or Windsor.

**7. Property.** All books, contracts, records, rate manuals, advertisement materials, enrollment forms, applications, ID cards, supplies, leads, etc. furnished by Windsor to Agent shall remain the property of Windsor and shall be immediately returned upon demand or termination of this Agreement.

**8. Policy and Compensation Changes.** Upon written notice to Agent, Windsor shall have the right at any time to:

1. Discontinue or withdraw approval to sell any type of policy in any service area in which Windsor has jurisdiction;
2. Introduce, in territories designated by Windsor, new types of policies and shall reserve the right to determine the rate of commission payable thereon, and;
3. Increase or decrease the rate of commissions payable hereunder, provided that, such change shall be applicable only to policies first issued on, or subsequent to, the effective date of change.

**9. Term and Termination.** This Agreement is effective as of the day and year first above written and shall continue for a term of one (1) year, unless terminated earlier as provided herein. Thereafter, on the anniversary date, this Agreement shall automatically renew for terms of one (1) year each, unless terminated as provided herein. Termination of this Agreement may be effected by the following:

1. By either Agent or Windsor by giving at least fifteen (15) days written notice to the other party, provided however, that in the event of termination under this section, any commissions due the Agent shall be limited to premiums which have been paid to Windsor as of the effective date of termination. To allow for chargebacks, all monies, salary and commissions, if due, shall be payable to Agent within thirty (30) days following the ninetieth (90th) day after the effective date of termination.
2. Immediately, in the event Agent materially breaches the terms or conditions of this Agreement, violates any law or regulation applicable to the offer and sale of Windsor products, ceases to be a qualified and duly licensed insurance agent under applicable rules and regulations of any state in which the Agent is offering Windsor products, or Windsor determines that the continuation of the agency relationship would be likely to subject Windsor to any adverse regulatory, administrative or other legal action. Under the above circumstances, Agent's right to any future compensation under this Agreement shall automatically terminate.

**10. No Inducement to Lapse.** During the term of this Agreement and following its termination, Agent will not, directly or indirectly, attempt to cause or to induce any person covered under a Windsor insurance product purchased through Agent pursuant to the terms of this Agreement, to cancel, allow to lapse, or fail to renew such policy of insurance. Any violation of the foregoing provisions may be restrained or enjoined by Windsor by application to any court of competent jurisdiction, without necessity of proof of irreparable harm or requirement of bond, and Windsor shall be entitled to recover from Agent compensatory damages, including the costs and expenses of litigation and attorneys' fees and expenses.

**11. Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given as of the day of delivery if delivered personally or by facsimile with confirmed receipt, or upon date of delivery if by courier service with confirmed delivery or by certified mail, return receipt requested, at the addresses set forth below (or such other address as may be provided hereafter by written notice):

If to Windsor: Windsor Health Plan, Inc.  
7100 Commerce Way, Suite 285  
Brentwood, TN 37027  
Attn: Marketing Department  
Facsimile: 615-

If to Agent: At the address set forth on the signature page.

**12. Waiver.** The failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver by such party of its right to do so, nor shall it be deemed to be an act of ratification or consent.

**13. Applicable Law.** Any question or law concerning the validity, construction, interpretation, administration or effect of this Agreement shall be governed in accordance with the laws of the State of Tennessee except as to federal laws and regulations applicable to the MA Plans.

**14. Assignment.** The interest of Agent in this Agreement and all rights hereunder, including specifically Agent's right to receive commissions, is not assignable without the prior written consent of Windsor.

**15. Amendment.** No provision of this Agreement may be amended, modified or otherwise altered unless in writing and executed by Agent and an authorized officer of Windsor.

**16. Severability.** If any provision of this Agreement or portion thereof is declared invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

**17. Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes and voids any prior agreements between the parties. This Agreement, together with all attachments hereto or made a part hereof, shall constitute the entire agreement between Agent and Windsor.

[The next page is the signature page]

This agreement may be changed at any time at Windsor's discretion and with proper notice to the Windsor Agent.

**Agent:**

**Windsor Health Plan, Inc.**

**Print Name** \_\_\_\_\_

**By** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Agent's Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Facsimile:** \_\_\_\_\_



**Please Complete the Following Questions:**

*It is a criminal violation of Federal laws for any person who has been convicted of a felony or crime of moral turpitude to participate in the business of insurance (Chapter 47, Title 18, USC). Have you ever been arrested\* for or convicted\* of any crime including any misdemeanor? \_\_\_\_\_\*(Includes any guilty verdict, withdrawn plea, probation, pre-trial diversion, no contest plea, dismissed charges, suspended sentences or fines). You may exclude traffic citations and juvenile offenses.*

If yes, explain \_\_\_\_\_

Have you ever had your driver's license suspended or revoked? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you ever been refused a license to act as an insurance agent, broker, or solicitor, or has a license to act in such capacity ever been denied or revoked by the insurance department of any state: or have you ever been fined by any state insurance department?

\_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you ever held an agreement with Windsor Medicare Extra? \_\_\_\_\_

If yes, what dates? \_\_\_\_\_

Have you ever filed for, or been subject to, voluntary or involuntary bankruptcy proceedings?

\_\_\_\_\_

If yes, explain \_\_\_\_\_

Have you ever had any fidelity or surety bond declined, canceled, or ever been the subject of a claim, or has an agent/agency contract ever been canceled by any insurance company because of misconduct? \_\_\_\_\_

If yes, explain \_\_\_\_\_

Do you presently have a debit balance (debt) with any insurance company? \_\_\_\_\_

If yes, explain \_\_\_\_\_

*It is a criminal violation of Federal law for any person who has been convicted of a felony or crime of moral turpitude to participate in the business of insurance (Chapter 47, Title 18, USC). Have you ever been convicted or plead no contest to any crime? Yes \_\_\_\_\_ No \_\_\_\_\_ (Initial your answer) If yes, attached description.*

Do you hold an insurance license? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please tell us the type/types and ID number.

\_\_\_\_\_

\_\_\_\_\_



7100 Commerce Way  
Suite 285  
Brentwood, Tennessee 37027

**Credit/investigative report notice and release**

**Please Read Carefully Before Signing**

As a part of the application procedure, Windsor Management Services Inc. may have an investigative consumer report prepared. The investigative report may consist of an investigative consumer report, criminal record report, insurance department inquiries, and interviews with third parties. Should a report have an adverse effect on my application, Windsor Management Services Inc. will notify me in writing and identify the name and address of the reporting agency that prepared the report.

I hereby authorize Windsor Management Services, Inc. to conduct all such inquiries and obtain these investigative reports. I authorize all persons, firms, and entities having information about me to give Windsor Management Services, Inc. all information that it requests. I release from liability all persons, firms, or entities supplying such information to Windsor Management Services, Inc. and hold them and it harmless from and indemnify them and it from any liability which it may arise from or be incurred as a result of conducting any of the inquiries contemplated herein. Windsor Management Services, Inc. may provide its affiliate companies all information it receives during its investigation. Windsor Management Services, Inc. may provide to its affiliate companies or third parties, including agencies that assume my debit balance, any financial, business, legal or tax information regarding me that is not part of the investigative report that it receives from third parties or its affiliate companies. I authorize Windsor Management Services, Inc. to provide information concerning any past-due debts owed Windsor Management Services to which it subscribes. These authorizations shall remain in effect for two years after the date I sign this application.

I certify that I have reviewed this application and that my answers are true. I acknowledge that this application will form a part of my agent's contract with Windsor Medicare Extra. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of Windsor Management Services, Inc. for rejecting this application or for termination of my contract.

Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this for is my correct taxpayer identification number.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# Windsor Medicare Extra Marketing Code of Conduct

Each Sales Representative subscribes to this Code of Conduct as well as all State and Federal laws and regulations as an expression of personal commitment to honest marketing practices. Each Sales Representative acknowledges their understanding that any intentional violation of this code will subject him/her to termination and/or possible legal action.

Our company's continued growth depends upon the integrity of all the men and women who represent us. Sales Representatives will conduct themselves with courtesy and dignity and with respect toward prospective enrollees at all times.

1. \_\_\_\_\_ Sales Representatives will conduct themselves with courtesy and dignity and with respect toward prospective enrollees at all times.
2. \_\_\_\_\_ Sales Representatives, during the initial steps of a presentation, will disclose their name, the name of Windsor, and the purpose of their visit. They will make no claim other than to explain the Windsor plan and benefits and how to enroll. Misrepresentation of the purpose of the Sales Representative's visit is strictly prohibited.
3. \_\_\_\_\_ Sales Representatives may indicate that the benefits meet criteria specified by the Federal Government. He/she will never imply that their visit is, in any way, connected with the government or approved by any government agency.
4. \_\_\_\_\_ Sales Representatives base their presentation on the merit and quality of the plan and do not disparage our competitors or their plans.
5. \_\_\_\_\_ Sales Representatives make use of only Windsor approved forms and advertising.
6. \_\_\_\_\_ Sales Representatives always give clear and accurate information. They avoid the use of false or misleading, half-true or exaggerated statements.
7. \_\_\_\_\_ Sales Representatives must make absolutely certain that all information on each application is complete, accurate, and legible.
8. \_\_\_\_\_ Sales Representatives, in their relationships with providers, must not accept gifts, arrange to share commissions, accept additional financial incentives or otherwise allow themselves to be influenced or coerced in any way in the conduct of their business.
9. \_\_\_\_\_ Sales Representatives, having been completely trained in the Windsor Lock-in Provision, must relate the statement in a comprehensive manner to each prospective member so that the prospect fully understands its effects. The Sales Representative must clearly state that, under the Windsor HMO Program, except for emergencies and urgently needed care, all health care services and referrals MUST be provided by network physicians.
10. \_\_\_\_\_ Sales Representatives enroll Medicare beneficiaries primarily in two ways: (1) Directly as a result of interest generated by a group sales presentation, or (2) by appointment. Canvassing the Windsor service area on a door-to-door basis is strictly prohibited.
11. \_\_\_\_\_ Sales Representatives must observe Windsor's policy of non-discrimination by reason of race, creed, color, sex, age, or National Origin except as provided by the Federal Register and/or CMS guidelines.

I, \_\_\_\_\_, have read this Code of Conduct and agree to abide by it.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***Sales Representatives are to initial each blank set forth opposite each of the 11 items above.***

***TN-MCOE-Nov\_13\_2005 Revised Oct\_18\_2006***



**Acknowledgement of  
Agent Guidelines for Advertising and Marketing**

- I acknowledge that I have received a copy of Windsor Medicare Extra’s Agent Guidelines for Advertising and Marketing.
- I have reviewed the rules and restrictions regarding the use of the Windsor Medicare Extra name and/or logo in advertising and marketing materials for my agency.
- I agree to abide by the rules and regulations and to submit any materials for prior approval to the Broker Relations Department.
- I understand that Windsor Medicare Extra will use all legal remedies to enforce compliance with these rules and regulations.
- Failure to comply with rules or the unauthorized use of the Windsor Medicare Extra name or logo can result in the immediate termination of my agent’s licensing or agency agreement with Windsor Medicare Extra.

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Signature

Date

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Agent Name

---

Agency Name

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Address

State

Zip

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Telephone Number

Fax Number

---

E-mail

**Please Submit completed form to:**

Susan Allison  
c/o Windsor Medicare Extra  
Broker Relations Department  
7100 Commerce Way, Suite 285  
Brentwood, TN 37027

AGENT NO \_\_\_\_\_

**MED SOUTH HEALTH PLANS, LLC.  
HICKORY NC**

Med South Health Plans, LLC., referred to as “Company” and \_\_\_\_\_, referred to as “sales representative” agree as follows:

**CONTRACT.** Above sales representative contracts with Company to act as its agent in the solicitation of insurance policies offered by Med South Health Plans, LLC in Hickory, North Carolina.

**BUSINESS PRACTICES AND LAWS.** Sales representative shall follow Company’s business practices with regard to all contracting, sales and administrative matters. Sales representative shall abide by all applicable laws and regulations including Windsor including their Medicare Sales and Marketing Guidelines and Broker Manual.

**LIMITATIONS.** Sales representative is not authorized to extend credit for Company or alter or waive any contractual provisions of Company. Sales representative shall not make any representations as to the policies of insurance by Windsor except as contained in Windsor published sales materials. Sales representative shall not have exclusive rights to any specified territory. Sales representative shall not induce or attempt to induce any policyholder of Windsor to terminate such policy or to attempt to replace or effect a reduction in premium or coverage of any such policy.

**RELATIONSHIP.** Sales representative is an independent contractor. Sales representative is not a partner of Med South Health Plans, LLC., and is not an employee of Med South Health Plans, LLC. Sales representative shall be in sole control of his or her time and activities.

**SUBAGENTS.** Subject to Company’s prior approval, sales representative may contract with subagents to solicit applications for insurance policies offered by Windsor. The sales representative shall see that such subagents are properly licensed as well as trained and certified in both sales and product knowledge.

**COMPENSATION.** Sales representative’s compensation shall be in the form of commissions on policies received by Windsor on policies issued by Windsor pursuant to applications submitted by sales representative or his/her subagents in accordance with the Schedule of Commissions attached hereto. In the event of cancellation or rejection of an applicant by Windsor any commissions paid to sales representative for a policy by that applicant shall constitute a debt owed by sales representative to Company and Company shall have a prior lien on any sum due or to become due to sales representative for the collection of said indebtedness. Company shall have the right to change the rates in the Schedule of Commissions at any time, provided, however, that such change shall not affect commissions on policies sold prior to the change. Sales representative hereby irrevocably assigns to Company any and all commissions or other income due sales representative or to become due sales representative from any source whatsoever to be paid to and applied by Company in payment or partial payment of any indebtedness that may be owed by sales representative or sales representative’s subagents. If sales representative should take or be placed into bankruptcy, no compensation shall be payable

under the Sales Agreement and such compensation shall immediately become Company property, to the extent of the amount due Company under this Sales Representative Agreement or any Agreement with Company.

VESTING. Either party may terminate this Sales Representative Agreement, without cause, upon written notice to the other party within 30 days of the effective date of the termination. Termination without cause shall not affect sales representative's right to earn commission on policies written prior to termination of this sales agreement. If termination is for cause or any breach of this sales agreement by sales representative then no further commissions shall be payable to the sales representative. If sales representative is terminated and earned commissions are less than \$600 in any calendar year, then no further commissions shall be payable.

ERRORS AND OMISSION INSURANCE: Sales representative shall at all times during the terms of this sales agreement maintain Errors and Omissions Insurance at a minimum amount of \$1,000,000 per occurrence.

ADVERTISING Sales representative shall not publish or distribute any advertising material regarding Med South Health Plans, LLC., and Windsor or their products without prior written approval by both Company and Windsor

ACCOUNTS, RECORDS and MATERIALS. Med South Health Plans, LLC., shall provide sales representative with a monthly accounting of all commissions earned by sales representative. Any amount due to sales representative shall be paid monthly, unless the monthly sum is less than \$100.00. Sales representative shall maintain complete and accurate records, in a form approved by Company of all business transacted by sales representative pursuant to this sales agreement. All documents maintained by sales representative pursuant to this sales agreement may be examined by Med South Health Plans, LLC., at any time. All materials and records provided by Company to sales representative shall be kept confidential by sales representative and shall not be copied or divulged to any other person or entity except in the performance of this sales agreement. All materials and property provided to sales representative by Company shall be returned to Company on demand.

ASSIGNMENT. No assignment of this sales agreement or of any commissions accrued or to accrue hereunder shall be valid as against Med South Health Plans, LLC., unless previously approved and authorized in writing by Med South Health Plans, LLC.

MISCELLANEOUS. Any failure by Company to insist on strict compliance with any provision of this sales agreement shall not constitute a waiver of such provision or any other provision. Any modification of, or amendment to, this Sales Representative Agreement must be in writing and signed by sales representative and an officer of Company. A facsimile or photographic copy of this document and the Schedule of Commissions shall be as valid as the original. This Sales Representative Agreement shall be enforced under the laws of the State of North Carolina.

The Financial Services Modernization Act of 1999 (Graham-Leach-Bliley). To comply with legal requirements regarding the handling of the nonpublic personal information of our customer, sales representative agrees and acknowledges the following:

All nonpublic personal financial information or nonpublic personal health information related to any insured, or to any consumer or customer (as such terms are

defined under applicable state or federal privacy laws) that you obtain on behalf of, or from, Company or any affiliated entity, in the performance of your duties and obligations under this Sales Representative Agreement or any other agreement with Company shall be held in the strictest confidence by you and your representatives. You acknowledge receipt of a copy of our Privacy Notice and an understanding of our Privacy Policy, as well as an understanding of your responsibilities and duties to adhere to our Privacy Policy, as such may be amended from time to time. You are prohibited from disclosing or using any such information, except as necessary to carry out your duties and obligations under this sales agreement or any other agreement with Company or as otherwise required under applicable state and federal law, including, without limitation, the Financial Services Modernization Act of 1999 (Graham-Leach-Bliley) and any state law or regulation implementing the same, and you will establish procedures to protect the security and confidentiality of such information.

**CANCELATIONS AND LAPSES.** In the event a policy is never issued, cancelled or lapses prior to 90 days from the policy effective date, all commissions earned and /or paid on that policy to the sales representative will be charged back to sales representative. Sales representative will be liable to Company for all such policy charge backs. Any debt unpaid in 30 days shall accrue interest at a lawful rate and all reasonable expenses and fees incurred to collect the debt.

For purposes of Certification, Authorization and Signature of this sales agreement by the sales representative and by Med South Health Plans, LLC., this document consists of the following parts: (1) Agent Data Sheet (2) Sales Representative Agreement (3) Schedule of Commissions.

By signing this Certification, Authorization and Signature page the sales representative executes all three parts of this document and (1) certifies that all of the information contained in these documents is true, correct and complete; and (2) agrees to all of the terms and conditions of the Sales Representative Agreement and Schedule of Commissions.

Sales representative agrees to notify Company promptly if any of the information contained herein changes. Sales representative affirms the he/she is familiar with the insurance laws and regulations of the jurisdictions to which sales representative is applying and acknowledges that he/she is expressly forbidden to solicit insurance for Windsor under Med South Health Plans, LLC., hierarchy until duly certified.

Sales representative authorizes all persons and entities including but not limited to: businesses, corporations, former supervisors, credit agencies, government agencies, law enforcement agencies, educational institutions, state insurance departments and NASD, and all Military Services, to release all written and verbal information about sales representative to a background investigation company and Med South Health Plans, LLC. Sales representative releases each from all liability and responsibility for doing so. Sales representative also authorizes the procurement of a consumer credit report and understands it may contain information on sales representative's background, mode of living, character and personal reputation. Sales representative acknowledges that he/she has the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the information requested in accordance with the Fair Credit Reporting Act (Public Law 91-508). Sales representative further authorizes Company to investigate sales representative, now and at any time while sales representative is contracted with Company to share information obtained

with: affiliated companies, agent hierarchy and company management. Sales representative agrees that all authorizations in this document or referenced documents shall be valid for this and any future reports.

Sales representative acknowledges receipt of document entitled “ A Summary of Your Rights Under the Fair Credit Reporting Act”, and Med South Health Plans, LLC., Privacy Notice.

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**FOR INDIVIDUAL**

_____	_____
Print Sales Representative’s Name	Social Security Number
_____	_____
Sales Representative’s Signature	Date

**FOR PARTNERSHIP, CORPORATION OR LLC**

_____	_____
Print Name of Partnership, Corporation or LLC	Federal Tax Identification Number
_____	_____
Signature and Title in Partnership, Corp. or LLC	Date

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**RECRUITING SALES REPRESENTATIVE’S CERTIFICATION:**

I certify to the best of my knowledge and belief that the applicant above has a good personal and business reputation, is trustworthy and competent to act in the capacity of insurance agent. I accept responsibility, as a Guarantor, and agree to be held liable for, all debt that is or may become owed to Med South Health Plans, LLC., by the above sales representative. All terms of this document and all documents referenced above shall apply jointly and severally to sales representative and to me, the recruiting sales representative.

_____	_____	_____
Print Name of Recruiting Sales Rep.	Signature of Recruiting Sales Rep.	Date

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**Med South Health Plans, LLC.**

_____	_____	_____
Mike Martin, President/CEO	Signature	Date
Name and Title of Corporate Officer		

# Windsor Health Plan Broker/Managing General Agent Guidelines for Advertising and Marketing

Please keep this copy for your record

Windsor Health Plan strives to maintain a high level of brand awareness through the proper use, placement, and position of the company's name and Windsor Medicare Extra logo.

To maintain brand positioning, Windsor Health Plan requires responsible use of the Windsor Medicare Extra logo and name by its own employees and carefully evaluates and requests the use of the brand by people or organizations outside the company.

Brokers/Managing General Agents, who have a signed broker agreement with Windsor Health Plan, may not use the company's name or logo without prior approval of WME for pre-approved advertising purposes. The Windsor Medicare Extra logo is available upon request from the Broker Relations Department.

Any materials that include the Windsor Medicare Extra logo must follow the specified guidelines below and must be approved prior to use by the Broker Relations Department of Windsor Health Plan. **Windsor Health Plan will use all legal remedies to enforce compliance. Unapproved use of the Windsor Medicare Extra logo by a broker can result in the immediate termination of the broker's contract.**

## **Restrictions for Advertising and Marketing Materials**

1. You may **not** represent yourself or your agency as an employee or office of Windsor Medicare Extra in any advertising and marketing materials. All materials produced by brokers must be worded and designed so that the reader understands that the material is coming from the broker or broker agency and not Windsor Medicare Extra.
2. You must use the phrase "an authorized broker or (broker) for" or "offering"

before the name or the logo at least one time in the materials.

3. You must use the full name and full logo in your materials. The logo may be used only as provided. The logo cannot be distorted or used in a way not explicitly approved by Windsor Medicare Extra. See below for the correct name and logo:



4. The Windsor Medicare Extra name or logo may **not** be used on your business cards unless the phrase "an authorized broker (or agent) for" or "offering" appears before the name or logo.
5. All materials using the logo must contain the following disclaimer somewhere.

*Windsor Medicare Extra is a Medicare Advantage-Prescription Drug (MA-PD) organization with a Medicare Contract.*

6. Approval to use the Windsor Medicare Extra name or logo on one particular type of material does not imply approval for any other use. Additional use of the name or logo must also be submitted for approval.
7. Windsor Medicare Extra will not allow its name or logo to be used on endorsements of any kind.
8. You may not use the logo in connection with any local sponsorships in which you choose to participate.

9. By using the Windsor Medicare Extra logo, you are committed to channeling any prospective customer that you or your agency cannot service to Windsor Health Plan.
10. All materials are subject to the prior written approval of the Windsor Medicare Extra Compliance Department and must comply with Windsor Medicare Extra brand regulations contained in these guidelines.

### Print Advertising

For pre-approved print ads, please call the Broker Relations Department. You can tag your own newspaper or magazine ads with the Windsor Medicare Extra logo. Requirements for approval:

1. Submit a draft copy or proof of your ad to the Broker Relations Department via fax, mail, or e-mail. If you submit a draft copy, the final layout will still have to be submitted for written approval by the Compliance Department prior to use.
2. The disclaimer indicated in Restrictions for Advertising and Marketing Materials guideline No. 5 must be included.
3. If changes are requested, you will be required to submit a corrected proof before approval will be given. Please allow time for this process.
4. All general restrictions apply.
5. You are responsible for all production and placement costs.
6. Provide a list of publications the ad will appear in and the number of times as well as the approximate dates the ad will run in each publication.
7. Approvals are good only for the general times and dates specified in the request. Prior written approval is required for

any use other than as approved and for any subsequent use.

### Direct Mail

You can mention Windsor Medicare Extra in direct mail campaigns, such as letters to prospective customers. Requirements for approval:

1. Submit a draft copy of your letter or direct mail piece to the Broker Relations Department via fax, mail, or e-mail.
2. All letters are subject to approval by CMS and the Windsor Medicare Extra Compliance Department.
3. Letters should be on your agency's letterhead. Do not create a letterhead that features the Windsor Medicare Extra logo.
4. Windsor Medicare Extra logo must always be:



5. The disclaimers indicated in Restrictions for Advertising and Marketing Materials guideline No. 5 must be included if the logo is used.
6. If changes are requested, you will be required to submit a corrected proof before approval will be given. Please allow time for this process.
7. All general restrictions apply.
8. Please provide a list of the target areas approximate dates of your mailing and describe who your audience is.
9. You are responsible for all production and mailing costs.
10. Approvals are good only for the general dates and target areas specified. Prior written approval is required for any use

other than as approved and for any subsequent use.

layout or use other than as approved and for any subsequent use.

## Outdoor Advertising

You can use the Windsor Medicare Extra logo in outdoor advertising for your agency.

Requirements for approval:

1. The disclaimer indicated in Restrictions for Advertising and Marketing Materials guideline No. 5 must be included.
2. Submit a layout of your outdoor board to the Broker Relations Department via fax, mail, or e-mail. If you submit a draft copy, the final layout will still have to be submitted for written approval by the Compliance Department prior to use.
3. If changes are requested, you will be required to submit a corrected proof before approval will be given. Please allow time for this process.



4. All general restrictions apply.
5. Please provide the location, size of the board and the length of the contract.
6. You are responsible for all production and placement costs, as well as maintenance of all outdoor advertising.
7. Approvals are good only for the specific layout specified in the request. Prior written approval is required for any

## Radio Advertising

Radio advertising using the Windsor Medicare Extra name is permitted. Requirements for approval:

1. The radio advertising must be worded to come from your agency, not Windsor Medicare Extra.
2. You must identify yourself or your agency as "an authorized agent (or agency) for Windsor Medicare Extra".
3. Submit a draft copy to the Broker Relations Department via fax, mail, or e-mail for written approval by the Compliance Department prior to use.
4. If changes are requested you will be required to submit a corrected copy before approval will be given. Please allow time for this process.
5. All general restrictions apply.
6. Please provide a list of stations and the dates the commercial will air.
7. You are responsible for all production and placement costs.
8. Approvals are good only for the content provided with the request and within the general timeframes and locations specified in the request. Prior written approval is required for any content or use other than as approved and for any subsequent use.

## Television Advertising

You may use the Windsor Medicare Extra logo in your television advertising. Requirements for approval:

1. The television advertising must be worded to come from your agency, not Windsor Medicare Extra.

2. You must identify yourself or your agency as “an authorized agent (or agency) for Windsor Medicare Extra” either visually on screen or in the voiceover.
3. Because of the expense involved in television production, please submit a to the Broker Relations Department via fax, mail or e-mail for prior written approval by the Compliance Department. This copy should indicate how the logo is to be used in the commercial.
4. The disclaimer indicated in Restrictions for Advertising and Marketing Materials guideline No. 5 must appear on screen during the commercial.
5. Approvals are good only for the content provided with the request and within the general timeframes and locations specified in the request. Prior written approval is required for any content or use other than as approved and for any subsequent use.

### **Internet Advertising**

All of the restrictions on pages 1 and 2 apply to Internet advertising. You may not use the Windsor Medicare Extra logo or name or any variation of the name as a link or a Web address in an Internet ad. Ads should represent your agency.

You may list that you are “authorized agent for Windsor Medicare Extra” or that you “offer Windsor Medicare Extra”. Any descriptive copy regarding Windsor Medicare Extra should be submitted to the Broker Relations Department via fax, mail, or e-mail for written approval of the Compliance Department prior to use.

### **Agency Office signage**

You may include the Windsor Medicare Extra logo on signage for your agency at your own expense. Requirements for approval:

1. Use the language “An Authorized Agent (or Agency) for” with the logo.

2. Submit your design to the Broker Relations Department via fax, mail, or e-mail for approval.
3. All general restrictions apply.

### **Other Uses of the Logo or Name**

Please contact Windsor Medicare Extra’s Broker Relations Department for approval and guidance on any other uses of the name or logo not covered in this guide.

### **Marketing Assistance Program**

Windsor Medicare Extra offers pre-approved advertising materials, which can be obtained from our Broker Relations Department.

### **Network Provider Marketing**

You may not contact, provide on-site enrollment, or conduct seminars in a Windsor Medicare Extra network provider facility without prior written approval from the Windsor Medicare Extra Broker Relations Department. Windsor Medicare Extra network provider facilities include but are not limited to the following:

Hospitals, Nursing Homes, Outpatient Facilities, Physicians, Pharmacies, Medical Centers, Fitness Centers, etc.

### **CMS disclosure statement sticker**

The CMS disclosure statement sticker needs to be attached to the copy of the enrollment form you leave with the person you enrolled or placed on the back of your business card and left with the enrollee.

*The person that is discussing plan options with you is either employed by or contracted with Windsor Medicare Extra. The person may be compensated based on your enrollment in a plan.*

# Med South Health Plans, LLC

1375 Lenoir Rhyne Blvd, Ste 119  
Hickory NC 28602

Med South Health Plans is pleased to provide direct deposit of your commissions into your bank account.

Here are some of the benefits you will receive with our direct deposit program:

- Get your commissions fast.
- Funds are deposited three working days after Med South Health Plans transmits to the bank.
- No more lost checks.
- No more trips to the bank to deposit checks.

Your statement, which will be emailed to you, will indicate the amount of the deposit. The authorization form below states that we may make debit entries to your account only in the rare case of a bank error or a commission processing error. **We will not deduct debit balances from your bank account.**

In order to begin direct deposit, please complete the authorization form below. **Please be sure to sign the form and attach a voided check or a savings deposit slip.**

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

## Direct Deposit Authorization

Please complete and return to Med South Health Plans

Agent Name/Corporation Name: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security or Tax ID Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

I authorize Med South Health Plans to initiate electronic credit entries for commission due. Debit entries will only be made in the rare case of an error by either the bank or Med South Health Plans to correct a credit entry previously made or a commission processing error.

**Checking Account (Attach a pre-printed voided check and sign below.)**

**Savings Account (Attach a pre-printed savings deposit slip and verify with your bank your routing/transit number.)**

*If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It is not always the same as the number on a savings deposit slip. This will ensure that your commissions are deposited correctly.*

**Change of Account**

As of \_\_\_\_\_, my bank information is as follows. In order to change the bank information, I must submit a written request along with a voided check or deposit slip.

Financial Institution: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing/Transit No: \_\_\_\_\_ (9 digit number – if unsure of number, please contact your bank)

Account No: \_\_\_\_\_

This authority will remain in effect until Med South Health Plans has received written notice from me. I agree to contact Med South Health Plans if writing if I change banks or bank accounts for my deposits.

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>								

**OR**

<b>Employer identification number</b>								

**Note.** If the account is in more than one name, see 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. person (including a U.S. resident alien).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.