

## **GENWORTH LIFE AND ANNUITY CONTRACTING INSTRUCTIONS**

**To ensure proper and timely contracting, please return ALL of the following:**

1. Signed and Completed **Producer Information and Appointment Form**.
2. Signed and completed **EFT Authorization - REQUIRED. Please include a copy of a void check.**
3. **Copy of current individual insurance license and corporate/agency license (if applicable) for each state in which you are requesting to be licensed, write business or will receive override commissions.**
4. Copy of your AML certificate of completion if through a vendor other than LIMRA.
5. Signed and Completed **W-9**.
6. Signed and Completed **Agent Indebtedness Agreement**.
7. Proof of **E&O Coverage - REQUIRED**.

**Fax or e-mail the completed contracting package to:**

### **Bhcmarketing**

FAX: 775-261-9088

e-mail: [licensing@bhcmarketing.com](mailto:licensing@bhcmarketing.com)

Phone: 800-201-0224

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# Producer information and appointment form (PIF) and execution of producer agreement

from Genworth Life and Annuity Insurance Company, Genworth Life Insurance Company and Genworth Life Insurance Company of New York†

Genworth Life & Annuity  
Genworth Life  
Genworth Life of New York  
P.O. Box 40008  
Lynchburg, VA 24506  
Tel: 800 991.5684  
Fax: 434 948.5058  
producerservices@genworth.com

Page 1 of 9

- **Please print clearly** using blue or black ink and **initial any corrections** or we may not be able to process your appointment.
- Keep a copy of this form for your records.

## Form purpose

- Initial Appointment/Additional Company Appointment** Complete all sections
- Additional State Appointment with current companies** Complete the appropriate appointment information below, the appointment states requested section, and sign and date on page 8
- Change Hierarchy** Complete the appointing company and commission hierarchy information on page 9, then sign and date it (To be completed by Top Level only)
- EFT Setup/Change** Complete and sign page 8 in order to authorize payments

## Individual applicant appointment information

Appointment type entity *Select one*

- Individual       Officer/Principal

Name *First, Middle, Last, Suffix (As it appears on your Residence License)*

•

Social Security Number (SSN)

National Producer Number (NPN) **Required**

•

Date of birth

Gender

- Female       Male

Residential address *Not a P.O. Box*

•

City

State

Zip

•

Business address

•

City

State

Zip

•

Business phone

Business fax

•

Preferred mailing address *Select one*

E-mail address **Required**

- Residential       Business

**Previous names** *List all other names or aliases you have used in the last 7 years*

•

List all previous names. Attach a separate sheet if more space is required for additional names.

## Incorporated Entity, Partnership or LLC appointment information

Appointment type entity *Select one*

- Partnership       LLC       Incorporated Entity

Other

Entity name *As it appears on your Domicile State License*

Tax Identification Number (TIN) **Required**

•

Entity address

•

City

State

Zip

•

Entity phone

Entity fax

•

Website address

E-mail address **Required**

•

† Only Genworth Life Insurance Company of New York is licensed in New York.

**Producer information and appointment form (PIF)**

**Appointment states requested**

Resident license state ..... Counties in which appointment is requested <i>Required in Florida</i> ..... .....	Non-resident state(s) where appointment is requested ..... ..... .....
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County listings are required in Florida for in-person solicitation.

For non-pre-appointment states, appointments will not be processed until new business is received.

- Provide certification or evidence of required training for states that require information for long term care insurance/LTC Partnership appointment requests (See training matrix at [www.genworth.com/produceronboarding](http://www.genworth.com/produceronboarding) for state specific requirements).
- Provide certification or evidence of required training for states that require information for annuity appointment requests. (See training matrix at [www.genworth.com/produceronboarding](http://www.genworth.com/produceronboarding) for state specific requirements).

**Business practices questions *If the answer to all questions is "No," you do not need to complete pages 3 through 6***

If you answer "Yes" to any of these questions, provide details in the corresponding fields of the **Business practices details section** on pages 3 through 6.

If completing for an officer and entity, indicate details for yes answers for each as appropriate.

If the answer to all questions is "No," you do not need to complete pages 3 through 6, so please proceed to page 7.

Please provide official documentation (FINRA, state DOI, or court) for yes answers for questions 1, 2, 3, 5, 11, and 12.

	Individual/Officer		Entity	
	Yes	No	Yes	No
1. Have you ever had an insurance license or securities registration denied, suspended, cancelled or revoked?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Has any state, federal, or self-regulatory agency ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Has a bonding or surety company ever denied, paid on or revoked a bond for you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. In the past ten years, have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. In the past ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Are you in debt to any insurance company?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Have you ever been convicted of, or pled guilty or no contest to any felony or misdemeanor other than a minor traffic offense?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are you currently a party to any litigation or a subject of any investigation(s)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Have you ever been denied appointment or terminated for cause by another insurance company, broker/dealer or insurance agency?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

*If the answer to all questions is "No," you do not need to complete pages 3 through 6.*

**If there are changes to the above answers, you must notify us within 10 days.**

**Producer information and appointment form (PIF)**

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**Business practices details** *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

<b>Question 1: Insurance license or securities registration denied, suspended, cancelled or revoked</b>	Month and year
Attach a separate sheet with question number and details if more space is required for additional information for questions 1 - 12.	.....
Action taken and reasons	.....
• .....	.....
• .....	.....
• .....	.....
Your account of the circumstances leading to the situation	.....
• .....	.....
• .....	.....

<b>Question 2: Sanction, censure, penalty or other action against you by state, federal or self-regulatory agency</b>	Month and year
Action taken and reasons	.....
• .....	.....
• .....	.....
Nature of the activity resulting in the fine or disciplinary action	.....
• .....	.....
• .....	.....
Your account of the circumstances leading to the situation	.....
• .....	.....
• .....	.....

<b>Question 3: Complaint, fine, sanction, censure, penalty or other disciplinary action against you for violation of any state, federal or self-regulatory agency regulations or statutes</b>	Month and year
Amount of the fine and/or specific disciplinary action taken	.....
• .....	.....
• .....	.....
Nature of the activity resulting in the fine or disciplinary action	.....
• .....	.....
• .....	.....
Your account of the circumstances leading to the situation	.....
• .....	.....
• .....	.....

<b>Question 4: Bond denied, paid on or revoked for you by bonding or surety company</b>	Month and year
Reason for denial, revocation or payment	.....
• .....	.....
• .....	.....
Your account of the circumstances leading to the situation	.....
• .....	.....
• .....	.....
Amount of the payment	.....
\$ .....	.....

Producer information and appointment form (PIF)

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**Business practices details** *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

**Question 5: Coverage denied, paid claims on, or cancelled by any E&O carrier ever**

Month and year

Nature of the circumstances resulting in the claim

.....  
.....

Disposition of the claim

.....

Amount claimed

Amount paid by E&O carrier *If any*

\$

\$

Your account of the circumstances leading to the situation

.....  
.....

**Question 6: Filing of personal bankruptcy petition or declared bankruptcy in past 10 years**

Date of discharge *mm/dd/yyyy*

**For Chapter 7, 11 and 12**

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)\*

.....  
.....

Provide type of business and role/relationship in the business *If result of business failure*

.....

Dollar amount discharged

Average annual income for the last two years

\$

\$

**For any outstanding obligations not discharged in bankruptcy, (i.e., taxes, mortgage, car, etc.) provide:**

Dollar amount Explanation of obligation

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

**For Chapter 13**

Date of filing *mm/dd/yyyy*

Date of discharge\* *mm/dd/yyyy*

.....  
.....

Reason for filing (i.e., divorce, loss of employment, business failure, etc.)\*

.....  
.....

Provide type of business and role/relationship in the business *If result of business failure*

.....  
.....

**\*If payments are still being made please provide:**

Amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

Current balance

\$

Average annual income for the last two years

\$

**Producer information and appointment form (PIF)**

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**Business practices details** *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

**Question 7: Bankruptcy petition or declaration filed by any insurance or securities brokerage firm with whom you have been associated (either during your association or within 5 years after termination of such association)**

Approximate filing date *mm/dd/yyyy*      Your position with company

**If you are/were an officer of the company or directly involved with circumstances leading to filing, please provide:**

Reasons

Your specific involvement

**Question 8: Unsatisfied judgments, garnishments or liens against you**

Month and year

**Judgments/garnishments**

Reason the judgment/garnishment was obtained and your specific involvement

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Original amount of the judgment/garnishment

\$

Outstanding amount of the judgment/garnishment

\$

Average annual income for the last two years

\$

**Liens**

Name of company placing lien

Month and year

Reason for the lien and your specific involvement

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

Average annual income for the last two years

\$

**Question 9: Debt to any insurance company**

Month and year debt began

Name of insurance company

Reason for the debt and your account of the situation

Original amount of the debt

Current balance

\$

\$

Payment schedule amount

Frequency *i.e., weekly, monthly, etc.*

\$

Projected completion date *mm/dd/yyyy*

Average annual income for the last two years

\$

Producer information and appointment form (PIF)

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**Business practices details** *If the answer to all questions is "No," do not complete pages 3 through 6*

If you answered "Yes" to any of the **Business practices questions** on page 2, provide details for the corresponding question(s) only.

**Question 10: Any conviction of, or guilty plea or no contest to, a felony or misdemeanor other than minor traffic offense**

Month and year

Description of the conviction or plea and your account of circumstances leading to the situation

.....  
.....

Type of conviction *Misdemeanor or felony\**

.....

Final disposition *Fine, probation, jail, etc.*

Have all requirements been satisfied?

Yes

No

**\*If a felony, provide exact statute(s) violated**

.....

**\*If a felony, provide city/county and state where violation occurred**

.....

**Question 11: Party to any litigation or a subject of any investigation(s)**

Month and year litigation began

**Litigation**

Circumstances surrounding the litigation *Including your account of the situation*

.....  
.....

How are you involved in the litigation?

.....  
.....

Amount of damages claimed

\$

Current status of the litigation

.....

**Investigation**

Month and year investigation began

Name and jurisdiction of investigating entity

.....

Circumstances surrounding the investigation *Including your account of the situation*

.....  
.....

Current status of the investigation

.....  
.....

**Question 12: Appointment with any insurance company, broker/dealer, or insurance agency denied or terminated for cause**

Description of the denial/termination and your account of circumstances leading to the situation

.....  
.....  
.....  
.....

## Producer information and appointment form (PIF)

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### Disclosure of Intent to Obtain Consumer Reports

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Please review and print for your records the Disclosure of intent to obtain consumer reports.

This is to advise you that Genworth Financial, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of Genworth Financial, Inc., or one or more of its affiliates.

If requested, the report may be obtained from one of the consumer-reporting agencies named below or another consumer-reporting agency:

**Business Information Group, Inc.**

P. O. Box 130  
Southampton, PA 18966  
800 260.1680

**National Insurance Producer Registry**

2301 McGee Street  
Suite 800  
Kansas City, MO 64108-2662  
816 783.8468

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, we will automatically instruct the consumer reporting agency to send you a copy of the report at no charge.

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

**For California Resident Agents Only**

Pursuant to the California Investigative Consumer Reporting Agencies Act, Genworth Financial, Inc. is required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  1. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  2. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  3. A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

**Producer information and appointment form (PIF)**

**Electronic funds transfer (EFT)** Complete this section to authorize automatic electronic transfer of commission payments

**EFT is required for commission payments. Your signature is required at the bottom of this page to authorize and receive payments via EFT.**

If completing this section for an officer and an entity, the EFT authorization will apply to the entity.

You may either attach a voided bank check or complete all information in this section as it appears on your check.

This is an example of a personal check. A business check may be different.

Attach an additional page if more room is needed for multiple codes.

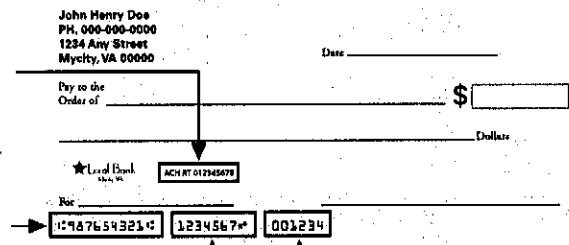
Name \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
 Institution name \_\_\_\_\_  
 Routing number \_\_\_\_\_ Account number \_\_\_\_\_

**To find the routing and account numbers**

For checks with "payable through" under the bank name, please contact the financial institution to help obtain the correct Routing Number.

For checks with an ACH RT (Automated Clearing House Routing) number, please use this routing number.

For all other checks, use the nine-character routing number, which appears between the @ symbols, usually at the bottom left corner of the check.



The account number is up to 17 characters long and appears next to the @ symbol at the bottom of the check and usually to the right of the bank routing number.

**Do not use your check number, usually located here.**

**This authorization applies to all representative codes and corresponding Genworth Financial companies under the SSN/TIN listed above unless you check "No."**

No If "No," please provide Representative code(s)

Representative code(s) \_\_\_\_\_

**Acknowledgment and signature** Signature is required below

The Genworth Financial companies listed at the top of page 1 are referred to as "us," "our" and "we" in this section.

The appointment applicant is referred to as "you" and "your" in this section.

When submitting for an officer and an entity, this acknowledgement applies for both.

The Producer Agreement & Guide to Ethical Market Conduct are available at [www.genworth.com/produceronboarding](http://www.genworth.com/produceronboarding) or by calling 800 991.5684.

By signing below, you

- Certify that you have read, understood, and agree to comply with all provisions contained in the **Producer Agreement**.
- Agree to accept official correspondence from the Company electronically, using your last e-mail address known to the Company. You further agree to notify the Company if you change your e-mail address or if you can no longer accept electronic communications.
- Acknowledge that you have received and read the '**Disclosure of Intent to Obtain Consumer Reports**' and consent and authorize Genworth Financial, Inc. and its affiliates to obtain additional background information, as we deem necessary, through independent investigation, FINRA CRD reports and/or through a consumer reporting agency's (consumer reporting agencies including but not limited to those identified in the 'Disclosure of Intent to Obtain Consumer Reports') consumer report (collectively, 'background reports').
- Authorize us to share the information contained in this PIF or any other information that we may obtain, including background reports, with our affiliates for the purposes of establishing your eligibility and/or continuing eligibility for appointment with us and our affiliates as well as making any other disclosure required or allowed by law.
- Authorize your employers and other insurance companies you are or have been appointed with to release any and all information that they may have about you, personal or otherwise, to us and you release all such parties from all liability that may result from furnishing that information.
- Understand and agree that your appointment will, in part, be based upon this PIF and the background report information; any information that you provide that is inaccurate or incomplete shall be grounds for termination of your appointment and/or termination of the Producer Agreement between you and us.
- Acknowledge that you have read, understood and agree to comply with the **Guide to Ethical Market Conduct**.
- If applicable, authorize the appropriate Genworth company(ies) to automatically transfer funds to your checking account and make adjustments to your account in the event of errors. Additionally, you authorize the named institution to complete these transactions. This authorization is to remain in full force and effect until we receive written notice from you requesting termination or until we have sent you 10-days written notice of our intention to terminate EFT.
- If, in the future, your answer to any of the business practices questions changes, you agree to notify us within 10 days. Failure to do so may result in termination of your Producer Agreement and appointments.

You certify under penalty of perjury that the information provided herein is accurate and complete.

**Signature** \_\_\_\_\_ **Title** Required if signing for an entity \_\_\_\_\_ **Date** \_\_\_\_\_  
 X \_\_\_\_\_  
**Print name** \_\_\_\_\_

**You must sign here in order for us to execute your producer agreement, and to execute the required EFT authorization above.**



## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	<b>Social security number</b>																	
<b>Social security number</b>																			
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	<b>Employer identification number</b>																	
<b>Employer identification number</b>																			

<b>Part II Certification</b>	
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).	
<b>Certification instructions.</b> 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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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

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

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

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

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

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

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

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

## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [\_\_\_\_\_] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [\_\_\_\_\_] an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

### 1. Definitions.

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

### 2. Recitals.

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. Repayment of Agent Indebtedness. BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. Term. This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. Independent Contractor. The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. Indemnification. The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

**BHC:**  
BHC Marketing, Inc.

By: \_\_\_\_\_  
Michael Tanguay, VP, Chief Compliance Officer

**AGENT:**

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

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

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

\_\_\_\_\_

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