

CONTRACT/LICENSING

For NGL Funeral Trust Pre-need Life Insurance
Series 4

DON'T FORGET!!

**WE CANNOT PROCESS YOUR CONTRACT IF YOU
FORGET TO INCLUDE A PHOTOCOPY OF YOUR ACTIVE
LICENSE.**

PLEASE DO NOT CAUSE AN UNNECESSARY DELAY.

ATTACH A COPY YOUR LICENSE

THANK YOU!

Send Contracting/Licensing via fax or email to National Sales Office for Funeral Trust.

National Sales Office for Funeral Trust
PO Box 385
Elkhorn, WI 53121
Phone (877)397-3294
Fax (262)723-7359
jolin_damask@delcousa.com



Contracting Checklist

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

1. _____ NGL Agreement

The agreement must be completed with a signature on pages 3 & 4 and returned to the Managing Producer for their signature. Then the form can be forwarded to the NGL Home Office for authorization. Once the appointment is completed, an authorized copy will be returned to the producer.

2. _____ Commission Schedule

A copy of the commission schedule(s) must be included with the NGL Agreement when submitting the forms to NGL. (Obtain from your Managing Producer.)

3. _____ Copy of Current State License(s) that the Producer will be appointed for.

4. _____ Non-Resident Appointment Fees (if applicable)

NGL will pay the appointment fees in the resident state only. If applying for appointments in other non-resident states, be sure to include a check or money order for the appropriate fee amount(s) with the copy of non-resident license(s). Once in receipt of the fees we will submit the appointments from our home office.

5. _____ Assignment of Commissions Form (Optional)

This form is used if commissions are not paid to the Producer, but to the Managing Producer, Agency or other entity.

6. _____ Reserve Account Amendment and Authorization Form

Signatures required for both Producer and the Managing Producer.

7. _____ Compliance Manual (for your information and will not need to be returned with the contracting forms to NGL.)

Please return all documents to your Managing Producer for signature and authorization.



Producer Agreement

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

General Powers, Relationship and Duties

- 1. Appointment and Authority.** The undersigned producer (referred to as You or Your) is appointed as a Producer of National Guardian Life Insurance Company (referred to as We, Us or Our) and is authorized to solicit applications for those plans of insurance described in the most recent Commission Schedule(s) then in effect. You agree to procure, renew and maintain any resident and/or non-resident licenses and appointments that any State may require for soliciting applications for Our products.
- 2. Independent Contractor Status.** You and We agree that You are an independent contractor and that nothing contained in this Agreement shall be construed to create the relationship of employer or employee between Us and You. You will not be treated by Us as an employee for federal or state tax purposes and We will furnish You with an annual information return (1099-MISC). You are free to exercise your own judgment, including the time, place and persons from whom You solicit applications for insurance.
- 3. Business Conduct.** Your authority to represent Us is contingent on Your conforming to all rules and guidelines as may be stated in this Agreement, Our rate books, Our compliance manual or any other materials (the 'Company Rules') We provide to You. In addition, You agree to comply with all federal, state or local laws, rules and regulations (the 'Laws and Regulations') where You are doing business. You agree to aid in the care and conservation of Our insurance business and provide prompt service to Our policyholders. You also agree to train and supervise Your producers and Employees and ensure that they comply with all Company Rules and the Laws and Regulations. 'Employees' shall include, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Your behalf.
- 4. Marketing.** You agree that no territory is exclusively assigned to You and that We may withdraw from any territory. You also agree that We can change, modify or discontinue any policy or rider. In addition, You agree that policyholders are considered Our policyholders and We reserve all rights regarding control, service and distribution of the policyholders.
- 5. Privacy.** You agree that all nonpublic personal financial information, nonpublic personal health information and credit card cardholder data related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliates, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and Employees. You shall not disclose or use such information or data except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. You acknowledge that You are responsible for the security of all such information and data. This provision survives termination of this Agreement.
- 6. Legal Proceedings.** Any document that has been served upon You in connection with any legal proceedings involving Us must be transmitted to the Home Office by registered mail within 24 hours after receipt. You will be liable to Us for any loss or expense We incur resulting from Your failure to comply with this requirement. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of your knowledge that none of Your producers or Employees have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033 unless You obtained the prior written consent of the insurance regulatory official possessing regulatory authority over You. You agree to notify Us immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your producers or Employees and of any felony conviction(s) of You, Your producers or Employees. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
- 7. Records.** We shall have the right, but not the obligation, at all reasonable times to inspect Your papers, documents and records, wherever located, which relate to Our business. All papers, documents and records of any sort relating to applications for insurance, existing policies, claims for benefits or inquiries from regulatory authorities must be promptly submitted to Us. All rate books, supplies, computer software and any other indicia of agency must be returned to Us upon demand.
- 8. Collection of Premiums.** You may not collect any money on Our behalf except for the initial premium. You agree to be responsible for and to remit promptly to Us all monies collected and to hold all monies in trust for Us, not subject to any offset by You and not to be commingled with your personal funds.

Compensation

- 9. Commissions.** You are entitled to compensation in accordance with the Commission Schedule(s) provided to You on business written by You or Your producers. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedules(s) at any time for policies written thereafter.
- 10. Unearned Compensation.** You agree that commissions are subject to chargebacks as set out in the Commission Schedule(s). In addition, if We return premium at any time for any reason, You agree that You are not entitled to commissions based on those premiums and any such commissions paid to You are a debt due Us. You agree that we have the right to establish a commission reserve account in your name at anytime and use any amount in the commission reserve account to offset any indebtedness you owe to NGL. We have the right to change the amount required and the terms of this reserve account at any time. This provision survives termination of this Agreement.
- 11. Vesting Of Commissions.** You agree that if this Agreement terminates for any reason, only first year and renewal commissions are 100% vested, subject to the following provisions, which survive termination of this Agreement:
- Any time Your total compensation from Us during a calendar year is less than \$1,000, We may, at Our option, pay You a single lump sum equal to 100% of that year's compensation as full payment in lieu of future vested commissions.
 - In the event of Your death, compensation payable to You under this Agreement will be paid to Your assigns, if any, otherwise to Your surviving spouse and to Your surviving spouse's estate thereafter. If You die leaving no assigns or spouse, such compensation will be paid to Your estate.
 - Unless all debts are fully repaid by You within sixty (60) days from the date such debts are due, we may immediately terminate Your rights to any unpaid, vested commissions.
 - If You are terminated for cause or shall fail to conform to the terms and conditions of this Agreement or any other agreement with Us, We may immediately terminate Your rights to any unpaid vested commissions.
- 12. Indebtedness.** Any indebtedness or debt of Yours or Your Producers to Us shall be a first lien against any monies payable hereunder or from any other source and may be deducted from such monies at any time. This provision survives termination of this Agreement. All such indebtedness shall be payable on demand with any applicable collection costs and interest thereon and thereafter at the then current prime rate plus 5%. Your Producers include all individuals or entities that generate commissions to you.

Limits Of Authority, Termination and Other Provisions

- 13. Limits of Authority.** You agree that this Agreement does not give You the authority to:
- Make, alter or discharge a contract for Us, set special rates, waive policy provisions, guarantee dividends, bind Us in any way, make any endorsement to any policy We have issued or extend the time for payment of premiums.
 - Publish or distribute advertising relating to Us and Our products unless it has been approved in writing by Us in advance.
 - Assign or transfer any right or interest in this Agreement without obtaining Our written consent in advance.
 - Waive a complete answer to any question in the application, pass on insurability or accept any underwriting information on Our behalf unless it is specifically entered in Our application forms.
 - Solicit applications in any state or for any products for which You are not duly licensed and appointed.
 - Collect the initial premium or deliver any policy not paid for unless the named Insured is at the time of delivery in good health and insurable condition.
- 14. Termination.** This Agreement may be ended by either party at any time without cause upon advance written notice to the other party. The notice shall be the greater of ten (10) days or the time required by Your state of domicile. This Agreement shall be terminable for cause immediately by written notice to the other party. Cause includes, but shall not be limited to, misrepresentation by You of any information in this agreement or failure to comply with Our Company Rules, applicable Laws or Regulations.
- 15. Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement replaces all agreements, written or oral, between You and Us relating to the same or similar subject matter. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
- 16. Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the choice of law rules of Wisconsin. You hereby submit to the jurisdiction of courts located within the State of Wisconsin and any other state in which a Managing Producer who is financially responsible to Us for Your indebtedness is located.

Fair Credit Reporting Act Consumer Disclosure:

Obtaining a "Consumer Report" National Guardian Life Insurance Company (NGL), when making a decision to offer you a producer Agreement or to continue an Agreement, may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq. ("FCRA").

A "consumer reporting agency" is defined in the FCRA as a person or business that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A "consumer report" is defined by FCRA as including any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer.

As an individual with an interest in a relationship as a producer with NGL, you are a "consumer" with rights under the FCRA. If NGL obtains a "consumer report" about you and if NGL considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the "consumer report" before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Authorization to Obtain Consumer Reports:

Further, by signing below, I hereby voluntarily authorize NGL to obtain "consumer reports" about me from a "consumer reporting agency," as those terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq., and to consider the "consumer reports" when making decisions for any producer status purpose with NGL. I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed in the separate disclosure statement provided to me.

I hereby authorize NGL to obtain such reports. I also hereby acknowledge receipt of the Fair Credit Reporting Act Consumer Disclosure.

Signature of Producer: _____

Date: _____

Producer Data: (Please include a copy of insurance license(s) for all states you wish to do business in)

Name _____
Sex Male Female Social Security _____ Date of Birth _____
Agency Name _____
Tax ID # _____
Business Address _____
City _____ State _____ Zip _____
Residence Address _____
City _____ State _____ Zip _____
(Please check the primary phone number you would like to be reached at)
 Business Phone (_____) Residence Phone (_____)
 Cell Phone (_____) Fax Number (_____)
Email _____

Background: (Please explain, including dates, any "yes" answers on a separate sheet)

Complaint filed against you with an Insurance Department: Yes State? _____ No
Filed Bankruptcy: Yes No Judgment in last seven years: Yes No
Felony conviction or violation of 18 U.S.C. § 1033: Yes No
Been bonded and had a claim against a bond due to your actions: Yes No
Applied for a bond and been refused: Yes No
Had a license refused/suspended/revoked, currently restricted or under investigation: Yes No
Indebted to any Insurance Company/Agency/Manager: Yes No

Direct Deposit: I request, at no extra cost to myself, that my commissions be automatically deposited to my account at:

Bank Name _____
(Attach a voided check, no direct deposit slips please.)
I would like my commissions deposited: Daily Weekly Bi-Weekly Monthly
I would like my Commission Statement via the Website only: Yes No
Routing # (lower left hand corner of check) _____ Savings OR Checking
Account # (lower middle of check) _____

General Authorization and Release: I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agents or producers, including debit balances. I authorize NGL to obtain information from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in a writing delivered to an officer of NGL.

Signature of Producer: _____ Date _____
(Signature also required on the reverse side.)

Commission Schedule(s) of Producer: _____

Acknowledged by Managing Producer: _____ Date _____

Managing Producer Code # _____

Accepted by NGL: _____ Agreement Accepted: _____



Reserve Account Amendment and Authorization

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

This Reserve Account Amendment and Authorization supplements Your producer agreement (referred to as the Agreement) with National Guardian Life Insurance Company (NGL).

Therefore, as a condition to Your representation of NGL, You authorize NGL to reduce commissions under all agent codes covered by the Agreement by placing the following percentages of commission into a Reserve Account.

10 % Single Pay 10 % Direct Bill 10 % EFT

10 % Credit Card 10 % Renewal

\$ _____ Minimum Amount \$ 3,000.00 Maximum Amount

The percentages indicated above will be held until the maximum amount is reached. NGL will cease reducing commissions until Your Reserve Account falls below the maximum amount. If a minimum amount is set, Your Reserve Account will not be charged below that amount. You acknowledge that NGL is treating amounts placed in Your Reserve Account as unearned pre-tax commissions that will not earn interest. You authorize the release of all information concerning Your Reserve Account to any of Your Managing Producers.

Your Reserve Account may be used to offset commission chargebacks, returns of premium or other unrecovered advances made to You or any of Your Producers for any company of the NGL Insurance Group. NGL may continue to hold Your Reserve Account during any chargeback period (normally thirteen months) after termination of Your Agreement. After expiration of the chargeback period, any funds remaining in Your Reserve Account will become earned and will be paid to You.

The Parties also agree that the Agreement shall be amended by replacing the existing Paragraph 9, ("Commissions") of the Agreement with the following:

"9. Compensation. If you have an arrangement with your Managing Producer to compensate you directly, You acknowledge that you have no right to commissions from Us for any sales You produce for Us. If You do not have such an arrangement or if We permit you to solicit applications after termination of Your arrangement for compensation direct from Your Managing Producer, You agree that the commissions You earn are the commissions in the Commission Schedule(s) less any amounts required to be placed in Your Reserve Account with Us and administered according to the rules and conditions of our Reserve Account Program. We retain the right to change the rules and conditions of our Reserve Account Program at any time with or without notice to You. Amounts placed in Your Reserve Account are unearned commissions and become earned commissions only when actually paid to You. The commissions specified in the Commission Schedule(s) shall constitute the total commissions which can be earned by You and Your producers. You agree that We have the right to reject any application and that commissions are not due on such applications. In addition, You agree that commissions on policies not listed on the Commission Schedules(s) shall be determined in each case by Us. We reserve the right to change the Commission Schedule(s) at any time for policies written thereafter."

No other provision of the Agreement shall change. This Authorization and Amendment shall be effective when signed by NGL.

SIGNED BY:

Printed Name of Producer: _____

Signature of Producer: _____ Date: _____

Signature of Managing Producer: _____ Date: _____

APPROVED BY:

Signature of Authorized Officer: _____ Date: _____



NGL Insurance Group
It's about people.

Direct Deposit Enrollment Form

National Guardian Life Insurance Company • Settlers Life Insurance Company • PO Box 1191 • Madison WI 53701-1191
 Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com



I request, at no extra cost to myself, that my commissions be automatically deposited to my account at:

Financial Institution (Bank Name): _____

Routing #: _____ (lower left corner of check)

Bank Account #: _____ (lower middle of check)

Savings **or** Checking

I would like my commissions deposited: Daily Weekly Bi-Weekly Monthly

I would like to receive my Commission Statement via website only: Yes No

Full Name (Please Print): _____

Signature: _____

Producer #: _____ Date: _____

Note: Please double-check accuracy of your Routing and Account numbers, so there are no delays in receiving your funds.

Please fax using the original or return the original by mail as soon as possible.

FAX (All Companies): (608) 443-5042

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Social security number
: : : : : : : : :
OR
Employer identification number
: : : : : : : : :

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. citizen or other U.S. person (defined below).

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

Sign Here

Signature of U.S. person ▶



Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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 payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

If you are a nonresident alien or a foreign entity 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. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

²However, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 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.

National Guardian Life Insurance Company

**AGENTS ARE RESPONSIBLE
FOR NONRESIDENT FEES ONLY**

State	Non-Res. Fee	Notes	State	Non-Res. Fee	Notes
Alabama	30.00		Montana	0.00	
Alaska	0.00		Nebraska	24.00	
Arizona	0.00		New Hampshire	25.00	
Arkansas	60.00		Nevada	15.00	
California	22.00		New Jersey	25.00	
Colorado	0.00		New Mexico	20.00	
Connecticut	80.00		New York	0.00	
Delaware	25.00		No. Carolina	10.00	
DC	25.00		No. Dakota	10.00	
Florida	62.00	Add'l fees 6.00 per county	Ohio	20.00	
Georgia	17.85		Oklahoma	55.00	
Hawaii	0.00		Oregon	0.00	
Idaho	0.00		Pennsylvania	15.00	
Illinois	0.00		Rhode Island	0.00	
Indiana	0.00		So. Carolina	100.00	
Iowa	50.00		So. Dakota	20.00	
Kansas	5.00		Tennessee	15.00	
Kentucky	50.00		Texas	10.00	
Louisiana	20.00		Utah	0.00	
Maine	70.00		Vermont	60/or retaliatory	License: Producer Home State Appts: Insurer state of domicile
Maryland	0.00		Virginia	12.00	
Massachusetts	75.00		Washington	20.00	
Michigan	5.00		W. Virginia	25.00	
Minnesota	10.00		Wisconsin	50.00	
Mississippi	25.00		Wyoming	15.00	
Missouri	24.00				

Call your Marketing Specialist if you have questions

FAIR CREDIT REPORTING ACT DISCLOSURE

A consumer report may be obtained, and used, by Safe Harbor Financial, Inc. in connection with the consideration of your application. A consumer report is any written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, person characteristics of mode of living.

By signing below, you acknowledge that you have received and understand this Disclosure, and you authorize Safe Harbor Financial, Inc. to obtain consumer reports relating to you.

Date

Applicant's Name (Printed or Typed)

Social Security Number

Applicant's Signature