

Agent/Agency Application for Medicare Registration

FMO-TheBrokerageInc 75-1587598

Agent/Agency Information (please print):

List the state(s) in which you are requesting registration. Please attach copies of licenses.	Are you a resident of this state? <input type="checkbox"/> Yes <input type="checkbox"/> No	Please check appropriate item: <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Other (please identify)
Full Name of Agent or Agency. Please note that name and Tax ID must correspond.	Federal Employer Identification Number (Tax ID Number) OR Social Security Number that corresponds to legal name as provided	

Business Mailing Address (Include Post Office Box if applicable):

City	State	Zip Code
------	-------	----------

Length of time at this location (If less than 5 years, please include on a separate sheet of paper a list of all locations):

Date of Birth	Phone Number	Fax Number	E-mail Address
Resident Mailing Address (If Applicable)		Resident City	
Resident State	Resident Zip Code	Resident Phone Number	Resident Fax Number

NOTE: A minimum of \$1,000,000 specific and \$1,000,000 aggregate E&O coverage is required for all Producer Registrations.

E&O coverage <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount of E&O coverage:	E&O carrier & policy #:	Copy of E&O declaration page or Certificate of Insurance included with application <input type="checkbox"/> Yes
--	-------------------------	-------------------------	---

The following questions are applicable to the agent/agency/corporation/ partnership and to each of the partners, members, directors, officers or agents individually. If the answer is "Yes" to any of these questions, provide complete details on a separate sheet of paper. To the best of your knowledge:

- | | | |
|---|--|---|
| <p>A. Have you or any of the partners, directors, officers or agents within this corporation/partnership ever been fined, reprimanded, sanctioned or been the subject of a consent decree in any state for a violation of insurance laws, HMO regulations or other administrative regulations?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Have you or any of the partners, members, directors, officers or agents within this corporation/partnership ever been refused license to sell Insurance/ HMO, or has a license to sell Insurance/ HMO ever been suspended or revoked by any state?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>C. Have you or any of the partners, members, directors, officers or agents within this corporation/partnership ever been convicted of a crime, whether felony or misdemeanor, other than a minor traffic violation?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Have you or any of the partners, members, directors, officers or agents within this corporation/partnership ever been employed by an Insurance/HMO company, or another organization providing for or assisting with administration of health care or other employee benefits, where the employment contract was terminated or non-renewed because of allegations of wrongdoing?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>E. Have you or any of the partners, members, directors, officers or agents within this corporation/partnership ever surrendered any insurance or HMO license, whether voluntary or involuntary?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>F. Are you or any of the partners, members, directors, officers or agents within this corporation/partnership currently a named party in any lawsuit?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>G. Have you or your company ever declared bankruptcy, had a lien placed against you or your company, been a judgment debtor or had other problems with your or your company's credit history?
<input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
|---|--|---|

If you answered Yes to any of the questions (A to G), please give details and the current status. (Attach any pertinent documentation.)

We want you to know[®]



Agent/Agency Application for Medicare Registration

I hereby certify that I have read and understand the items on this form and that my answers are true and complete to the best of my knowledge. I have been advised that one or more Aetna companies (the Company) or any of its affiliated companies, agents or subcontractors, may conduct investigations in connection with my request to represent the Company in the solicitation of Aetna products as described in the Producer Agreement. I hereby consent to the Company requesting and obtaining all information as discussed in this paragraph and for all such reports to be requested by and provided to the Company.

I understand that a routine inquiry may be made as a requirement for Medicare registration. If applicable, the Company may obtain reports from a consumer reporting agency, an investigation report or inquiries from a State Insurance Department. Any information that the Company obtains about me will be treated as confidential.

FAIR CREDIT REPORTING ACT — As part of its regular procedures, the Company may obtain an investigative consumer report. It may deal with character, reputation, personal traits and lifestyle. It may involve personal interviews with friends, neighbors and associates.

I understand I have the right to make, within a reasonable amount of time, a written request for details on the name and address of the agency making the report. I further understand that, depending on the state law, subjects of an investigative consumer report may have the right to: 1) request that they be interviewed in connection with the making of the report; and 2) receive a copy of the report, upon request. My signature below constitutes my agreement and authorization to the above.

In signing this application I certify that I have not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under section 1033 of the Violent Crime and Law

Enforcement Act of 1994. I further agree to immediately inform Aetna Inc. of any conviction of the types described in the preceding sentence.

I agree to abide by the Disclosure Requirements mandated by the states in which I operate. I understand and agree to follow the guidelines of Aetna's HIPAA Privacy and GLBA Security Guidelines which are contained in the Aetna Producer Agreement.

I understand that if any of the information I provided is found to be incorrect or incomplete, it may be grounds for non-registration or my immediate termination at the discretion of the Company. **I understand that I may not begin to solicit or accept applications for Company Products unless and until I have received written notification of the Company's approval of my registration.**

My signature below signifies my agreement to Aetna's current producer agreement, which is located at http://www.aetna.com/producer/data/SGAA_Kit/Prod_Agreement.pdf; acceptance of the terms and conditions set forth in the Aetna Medicare Marketing Standards of Conduct of which I have received a copy and understood; and acknowledgement that I have received and reviewed the training information associated with the Medicare Advantage Plans or the Medicare Prescription Drug (Part D) Plans offered by Aetna, as applicable.

***If requesting firm registration in the following states, please provide a completed application along with all applicable licenses for a related individual producer: AL, AR, CT, DC, DE, FL, GA, IA, KS, KY, MD, ME, MI, MN, MS, NC, ND, NE, NH, OH, OK, PA, RI, SC, SD, TN, VA, VT, WI, WV**

Applicant's Signature
(Agent or Agency Officer if applying for Agency Registration)

Print Name Title Date

Licensing Contact Name Licensing Contact Phone Number



Aetna Producer Agreement

Aetna Producer Agreement

Agreement between Aetna Health Management, LLC, a Delaware limited liability company, on behalf of itself and its affiliates (“Company”), and _____ (“Producer”) having its principal place of business at _____

Producer has read and fully understands the terms and conditions of this Agreement (the “Agreement”). **In signing this Agreement, Producer certifies that Producer has not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Producer further agrees to immediately inform the Company of any conviction of the types described in the preceding sentence.**

To signify their agreement to the provisions of this Agreement, Company and Producer have made and entered into this Agreement as of _____, _____ (“Effective Date”).

Producer Name (Print Name): _____

Tax ID/SSN #: _____

Phone: _____

E-mail Address: _____

Signature: _____

Title: _____

Date: _____

FMO-The Brokerage Inc. 75-1587598

Aetna Health Management, LLC.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Please indicate the size of customer that you typically represent: ___ Medicare-eligible individuals and/or individuals age 65 and over, ___ 1 – 50 eligible employees, ___ 51 – 3,000 eligible employees, or ___ 3,000+ eligible employees.

If you currently work with an Aetna sales representative, please indicate his/her name:

_____. Once completed, please return the completed Agreement, along with the other necessary forms and applications, to Company at the following address: Aetna, Licensing and Appointment Administration Unit, P.O. Box 5066, Sugar Land, TX 77487. You will receive written confirmation of Company acceptance.

Producer Agreement

A. Duties and Authority of Producer

1. Producer shall solicit from members of the general public, applications for individual Medicare Advantage Plans, Medicare Advantage Plans with Medicare Prescription Drug Coverage, and/or Medicare Prescription Drug Plans offered by Company affiliates (“Company Products”). Producer is only authorized to solicit business for, and this Agreement only applies to, Company Products. Producer’s authority under this Agreement is non-exclusive.
2. Producer will service Company customers and insureds issued Company Products as a result of applications submitted by Producer (hereinafter, referred to as “Insured” or “Insureds”). Such service will include, but not be limited to, the following:
 - a. Acting as liaison between the Insured and Company if requested by Company;
 - b. Assisting the Insured to take the proper action in connection with any Company Products when there is a change of address, change in marital status or change in dependent status;
 - c. Maintaining a working and current knowledge of Company Products and the ability to explain the benefits and coverages.
3. Producer agrees to secure and maintain such licenses and registrations by Company as is necessary to transact business on behalf of Company and as required by any state or jurisdiction where Producer solicits sales of any Company Products. Producer shall provide Company copies of all required licenses. Producer further agrees to notify Company immediately of any expiration, termination, suspension or other action by a Department of Insurance or any other governmental agency affecting said license. Producer further agrees to notify Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty.
4. Producer agrees to comply with the rules of Company relating to the completion and submission of applications, assist in the installation of Company Products, and to make no representation with respect to the benefits of any benefit contract or policy offered by Company not in conformity with the material prepared and furnished to Producer for that purpose by Company. Producer shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant and the completed application fully and accurately reflects and discloses the circumstances of persons for whom coverage is sought in the application. Producer further agrees to inform every applicant that Company will rely upon the information in the application and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented may result in the rescission of any benefit contract or policy entered into by Company. Producer will also inform the applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Company and a benefit contract or policy is issued.
5. Producer is not authorized to, and agrees not to, enter into, alter, deliver or terminate any benefit contract or policy on behalf of Company, extend the time of payment of any charges or premiums, or bind Company in any way without the prior written permission of Company. Producer acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any and all applications submitted by Producer.
6. Producer is not authorized to receive any Company funds. Any funds that Producer does receive for or on behalf of Company shall be received and held by Producer in a fiduciary capacity, shall be separately accounted for, shall not be commingled by Producer with personal funds of Producer or other business accounts managed or owned by Producer, and shall be remitted to Company promptly but in no event later than five (5) calendar days from the date of receipt.
7. Producer shall not broadcast, publish or distribute any advertisements or other material relating to Company Products, not originated by Company (and approved by The Centers for Medicare and Medicaid Services, where required), nor use the name, trademark or logo of Company or any of its affiliated companies in any way or manner without Company’s prior written consent and then only as specifically authorized in writing by Company.

The restrictions on promotional and descriptive material included in this Paragraph 7 includes, but is not limited to, enrollment materials, internet communications or any other electronic transmissions representing Company Products, brochures, telephone directory advertisements (print or electronic) and Producer or agency company listings.
8. Producer agrees to maintain complete and separate records for Company for a period of at least ten (10) years of all transactions pertaining to applications submitted to and accepted by Company, and any other documents as may be required by the Centers for Medicare and Medicaid Services, or other governmental agency. Any and all records described above or as may otherwise relate to Producer’s activities in connection with Company business shall be accessible and available to representatives of Company and federal, state and local governmental authorities having jurisdiction that may audit them from time to time while this Agreement is in effect or within ten (10) years after termination thereof.

Producer Agreement

9. Producer agrees to obtain and maintain Errors and Omissions Insurance coverage with minimum amounts of \$1,000,000 per incident and \$1,000,000 in aggregate, or such higher amounts as may be required by law or as determined by Company and from a carrier satisfactory to Company. Producer shall provide to Company upon request certificates of insurance evidencing such coverage. Producer agrees to make best efforts to provide Company with thirty (30) days prior written notice, and in any event will provide notice as soon as reasonably practicable, of any modification, termination or cancellation of such coverage.
10. Producer is an independent contractor and shall have no claim to compensation and Producer shall not be entitled to reimbursement from Company for any expenses incurred in performing this Agreement. Moreover, this Agreement does not give Producer any power of authority other than as expressly granted herein and no other or greater power shall be implied from the grant or denial of powers specifically mentioned herein.
11. Producer will treat as trade secrets any and all information concerning Company's business, products, techniques, methods, systems, price-books, rating tools, plans or policies; and Producer will not, during the term of this Agreement or at any time thereafter, disclose such information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any way or in any capacity other than as a sales agent/producer of Company in furtherance of Company's interests.
Upon termination of this Agreement, or sooner if requested by Company, Producer will immediately deliver to Company any and all literature, documents, data, information, order forms, memoranda, correspondence, customer orders, records, cards or notes acquired, compiled or coming into Producer's knowledge, possession, custody or control in connection with his/her activities as a sales agent/producer or sales representative of Company, as well as all machines, parts, equipment, rating tools and other materials received by Producer from Company or from any of its customers, agents/producers or suppliers in connection with such activities.
12. With respect to information concerning customers of Company, Producer agrees to:
 - a. Implement a comprehensive written information security program that includes administrative, technical and physical safeguards for the protection of such information that are appropriate to Producer's size, complexity, nature and scope of activities and that is designed to:
 - i. Ensure the integrity and confidentiality of such information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of such information; and
 - iii. Protect against unauthorized access to, or use of, such information that could result in substantial harm or inconvenience to any customer of Company.
 - b. Ensure that any agent, including a subcontractor, to whom it provides any such information received from, or created or received by Producer, agrees to the same restrictions and conditions that apply through this Agreement to Producer with respect to such information; and
 - c. In no event, without Company's prior written approval, provide such information to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes, or otherwise has access to such information outside of the United States.
 - d. Comply with the terms and conditions of Section E.
13. Producer shall indemnify, defend and hold Company harmless from and against any loss, damage or expense, including reasonable attorneys' fees, caused by or arising from the negligence, misconduct or breach of this Agreement by Producer, or from the failure of Producer to comply with any federal or state laws, rules or regulations.

B. Compensation

1. Producer shall look solely to its General Agent for compensation related to the sale of Company Products. Company shall have no liability to Producer whatsoever for any compensation related to the sale of Company Products.
2. Rights Reserved to Company. Company reserves the right, in its sole discretion, without any liability or obligation to Producer, to take the following actions:
 - a. To discontinue and withdraw from distribution any Company Product in any state;
 - b. To modify or amend any benefit contract or policy;
 - c. To establish, modify or change the premium rate charged by Company for any Company Product;
 - d. To determine all terms, conditions and limitations, including the effective date, of any benefit contract or policy;
 - e. To modify or change the terms and conditions pursuant to which any Company Product is authorized to be sold;
 - f. To cease doing business in any state or jurisdiction; and
 - g. To reject any application for coverage submitted by Producer.
3. Disclosure of Compensation. Producer agrees to disclose in writing to each customer in advance of purchase the nature of any compensation Producer will receive or may be eligible to receive in connection with the placement or servicing of Company Products, as well as the nature of any other material business relationship that Producer has with Company. Producer will provide any additional disclosure required under state or federal law, including if applicable any disclosure that may be required pursuant to the Federal Department of Labor's ERISA Prohibited Transaction Exemption 77-9. Company may disclose to customers compensation paid to Producer or for which Producer may be eligible in accordance with Company's policies on producer compensation disclosure and in accordance with applicable state or federal law.

Producer Agreement

C. Term and Termination

1. This Agreement shall be effective for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with the provisions of this Agreement.
2. This Agreement may be terminated without cause at any time by Producer or Company by either party giving thirty (30) days prior written notice thereof to the other party.
3. Company may terminate this Agreement immediately upon written notice to Producer at any time upon material default or substantive breach by Producer of one or more of its obligations under this Agreement (including any amendments), or Producer's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Producer's failure to comply with any provision of this Agreement shall be material if Company determines that such failure affects Producer's ability to perform under this Agreement. Termination for cause shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current or future default.
4. This Agreement will automatically terminate (i) upon the death of Producer, if Producer is an individual, or (ii) upon the dissolution of the corporation or partnership, if Producer is a corporation or partnership.

D. Settlement of Disputes

1. Producer shall cooperate fully with Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection, if it is determined by Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.
2. Producer shall defend any act or alleged act of Producer or its employees at its own expense. Producer shall reimburse Company for all costs, expenses or legal fees that Company incurs for the defense of any administrative action in which Company or Producer is named and which is determined by a court of competent jurisdiction or by an appointed arbitrator to be the consequence of any unauthorized act of Producer.
3. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, except for temporary, preliminary or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Montgomery County, PA, or Hartford, CT, administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

E. Health Insurance Portability and Accountability Act (HIPAA) — Privacy and Security Rules

In the event Producer obtains access to "protected health information" (within the meaning of 45 C.F.R. Parts 160-164) ("PHI") concerning Company's members in the course of performing its duties under this Agreement, Producer shall be subject to the following terms:

1. Except as set forth in paragraph 2 of this Section E, Producer shall not use or disclose PHI for any purpose other than to perform its obligations under this Agreement or as required by law.
2. Producer may use PHI it received in its capacity as Producer, as necessary for: (i) the proper management and administration of Producer or (ii) to carry out its legal responsibilities. Producer may disclose PHI it received in its capacity as Producer, as necessary for the purposes described in the preceding sentence, if: (i) the disclosure is required by law; or (ii) Producer obtains from the person to whom the PHI is disclosed a written agreement that (A) the PHI will be held confidentially and will not be used or further disclosed except as required by law or for the purpose for which it was disclosed and (B) the person to whom the PHI is disclosed will notify Producer (who will in turn promptly notify Company) of any instances of which such person is aware in which the confidentiality of the PHI has been breached.
3. Producer shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement. Producer shall report to Company any unauthorized use or disclosure of PHI by Producer or its workforce or any of its agents/producers or subcontractors, of which it becomes aware. Producer shall mitigate, to the extent practicable, any harmful effect that is known to Producer of any use or disclosure of PHI by Producer or its workforce or any of its agents/producers or subcontractors in violation of this Agreement.

Producer Agreement

4. Producer shall not provide any PHI to any of its agents/producers or subcontractors without first obtaining their agreement to the same restrictions and conditions that apply to Producer with respect to such information.
5. Producer shall afford Company's members (i) the right to access PHI in accordance with 45 C.F.R. 164.524 and (ii) the right to amend PHI in accordance with 45 C.F.R. 164.526.
6. Producer shall make its records available for purposes of responding to member requests for an accounting in accordance with 45 C.F.R. 164.528. In the event Producer makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. 164.528, it shall promptly report such disclosures to Company, including the date of the disclosure, the name and, if available, address of the recipient of the PHI, a brief statement of the PHI disclosed, and a brief description of the purpose of the disclosure that reasonably informs the individual of the basis of the disclosure. Producer should send such information to Company at the following address or fax:
Aetna Legal Support Services
151 Farmington Avenue, W121
Hartford, CT 06156-9998
Fax: (860) 907-3017
7. Effective April 21, 2005, with respect to "electronic protected health information" (within the meaning of 45 C.F.R. Parts 160-164) ("ePHI"), Producer shall:
 - a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Company;
 - b. Ensure that any agent, including a subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - c. In no event, without Company's prior written approval, provide ePHI received from, or created or received by Producer on behalf of Company, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes, or otherwise has access to such ePHI outside of the United States; and
 - d. Make policies and procedures relating to Producer's safeguarding of ePHI available to Company, or at the request of Company to the Secretary of Health and Human Services (the "Secretary"), in a time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's compliance with HIPAA;
 - e. Report to Company any security incident of which Producer becomes aware.

F. General Terms

1. Company and Producer shall comply with all applicable state and federal laws (including federal health care laws) and regulations applicable to their businesses, their licenses and the transactions into which they enter, including but not limited to all applicable Medicare Advantage and/or Medicare Part D laws, the Centers for Medicare and Medicaid Services' policies and marketing guidelines, as well as the Federal Communications Commission final rule amending the Telephone Consumer Protection Act, where Producer engages in outbound telemarketing solicitation on behalf of Company.
2. Producer agrees that in performing under this Agreement Producer is acting in a fiduciary capacity to Company. Producer shall act in the best interest of Company. Producer shall not permit other interests, activities or responsibilities to interfere with Producer's faithful performance under this Agreement.
3. This Agreement may not be assigned without the prior written consent of Company, and any assignment made contrary to this provision shall be void as to Company; provided, however, Company may assign, delegate or transfer this Agreement in whole or in part to any affiliate, now or in the future, or to any entity which succeeds to the applicable portion of its business through a sale, merger or other transaction, provided that such other entity assumes the obligations of Company hereunder. This Agreement is personal to Producer, and Producer's duties hereunder shall not be delegated or subcontracted by Producer. Producer shall not use subagents/subproducers.
4. Any notice required from Company under this Agreement shall be deemed given on the day such notice is deposited in the United States mail with first class postage pre-paid and addressed to Producer at the address of the Producer appearing on the records of Company. Any notice required from Producer shall be deemed given on the day after such notice is deposited in the United States mail with first class postage pre-paid and addressed to Company.
5. This Agreement (including any attached addendums or schedules) is the complete and sole contract between the parties regarding the distribution of Company Products by Producer subsequent to the Effective Date of this Agreement and supersedes any and all prior understandings or agreements between the parties whether oral or in writing on this subject matter.
6. In this Agreement the words "shall" and "will" are used in the mandatory sense. Unless the context otherwise clearly requires, any one gender includes all others, the singular includes the plural, and the plural includes the singular.
7. The fact that Company may not have insisted upon strict compliance with this Agreement with respect to an act or transaction of Producer shall not relieve Producer from the obligation to perform strictly in accordance with the terms of this Agreement.

Producer Agreement

8. Producer shall be an independent contractor of Company, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venturer, officer or agent of Company in any manner for any other purpose, other than as specifically provided in this Agreement.
9. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
10. Notwithstanding Paragraph 9 of this Section F, Company's liability, if any, for damages to Producer for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to Producer's actual damages. Company shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction or alleged tortious conduct or delay by Company.
11. In addition to those provisions which by their terms survive expiration or termination of this Agreement, Paragraphs 8, 10, 11 and 12 of Section A, Paragraph 2 of Section B, Section D, Section E, and Paragraphs 3, 9, 10 and 13 of Section F shall survive expiration or termination of this Agreement, regardless of the cause giving rise thereto.
12. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.
13. Company may modify this Agreement upon thirty (30) days prior written notice to Producer. Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, Company may, by written notice to Producer, amend the Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency. Company may provide written notice pursuant to this Paragraph 13 by letter, newsletter, electronic mail or other media.

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	
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. 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 2.** 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 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 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 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 on page 2 and the separate **Instructions for the Requester of Form W-9.**

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 social security card. 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 enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card 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.

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.

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

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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 an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page 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. Get **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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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, 3, 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** above.

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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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. 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, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
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 ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ 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.)

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.*

