

# ING-USA Contracting Instructions

To speed download time, contracting paperwork is limited to essential pages.  
To obtain a complete package, call 888.632.5448

To ensure timely contracting, please FAX to BHC *eService* the following:

1. **INDIVIDUAL** - Signed and Completed **Application for Agent Appointment #130206** (sign on page 2).
2. Signed and Completed **Fair Credit reporting form** (only for CA, MN, OK agents).
3. Signed and Completed **W-9**.
4. Signed and Completed **Agent Indebtedness Agreement**.
5. Signed and dated **BHC eService Agreement**.
6. Signed and Completed **Direct Deposit Authorization** (optional).
7. Copy of current individual insurance license and/or corporate license for each state in which you are requesting to be licensed/write business or will receive override commission.
8. Copy of **E&O declaration page** (AL, KS & KY).
9. Please provide your e-mail address: \_\_\_\_\_

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

**BHC *eService***

FAX: 775-201-0028

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

Phone: 888-632-5448

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### ***Free Website***

Contract with any two of our carriers<sup>1</sup> and close a modest amount of annuity business<sup>2</sup> each calendar quarter...and we will build and maintain a website tailored specifically for you at ZERO cost. (See the demo site at [www.demo.RetireRx.com](http://www.demo.RetireRx.com))  
*Call for details!*

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<sup>1</sup> American Equity, F&G (OMFN), ING-USA, Sun Life Financial, ForeThought

<sup>2</sup> SPIA premium excluded

FIXED ANNUITIES APPLICATION FOR AGENT APPOINTMENT

ING USA Annuity and Life Insurance Company
A member of the ING family of companies
909 Locust Street, Des Moines, IA 50309-2899
Phone: 800-369-5305



AGENT INFORMATION

Agent Name, Agent SSN, Agent Birth Date, Agent Home Phone, Agent NPN, Agent Home Street Address, Apt./Suite #, City, State, ZIP, Email Address, Business Phone, Business Fax, Business Mailing Address, Suite #, City, State, ZIP

CORPORATE CONTRACT ONLY

Complete this section only if you are the signing officer of the corporation and are contracting both you and your corporation, with your individual commissions being paid to your corporation. Do not complete this section if you are an agent having your commissions paid to a corporation and are not the signing officer.

Agency Name, TIN

Are you currently a registered representative with FINRA? Please provide C.R.D. Number. Have you ever had an insurance and/or securities license or registration under another name? If yes, please provide that name. Do you have Errors & Omissions (E&O) coverage? E & O Coverage Carrier, Policy #

QUESTIONNAIRE (Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "yes" to any question, you must attach an explanation with all relevant information and supporting documents.)

- 1. Have you ever been discharged or permitted to resign from your employment appointment because you were accused of fraud or wrongful taking of property...
2. Within the past 10 years, have you ever initiated bankruptcy proceedings or declared bankruptcy?
3. Do you have any knowledge of an indebtedness to an insurance carrier or financial organization...
4. Within the past 10 years, has any insurance carrier canceled your contract or appointment...
5. Within the past 10 years, have you ever had a complaint filed against you...
6. With the exception of routine traffic violations, have you ever been convicted of or pled guilty or nolo contendere...
7. Are you involved in any pending or current litigation, investigations, complaints, or E & O claims...
8. Have you ever been named as a defendant or codefendant in a lawsuit...
9. Has a bonding company ever denied, paid out on, or revoked a surety or fidelity bond for you...
10. Have you ever been convicted of or pled guilty or nolo contendere to violating state insurance department, federal or state securities, or investment related regulations...

**ACKNOWLEDGEMENTS**

I hereby certify that my answers to the questions contained in this application are true and correct. I acknowledge that ING USA Annuity and Life Insurance Company (hereinafter called the "Company," "we," or "us," as the case may be, has informed me of the Company's practice to conduct routine investigative reports on agents for licensing purposes, initial and renewal state appointments, and at any time the Company, at its discretion, deems it necessary to conduct background investigations. I expressly authorize the Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide the Company all requested information. I release from liability all persons and entities which supply said information to the Company and agree to hold the Company harmless from any liability for conducting this investigation. I authorize the Company to use these investigative reports and to provide these reports and any other pertinent information to all ING affiliate companies and to third parties where the third parties' legal interests and/or obligations are involved. I also authorize the Company to distribute any financial, business, legal, tax or work performance history regarding me that it receives from third parties, from any ING affiliate companies or which is generated by the Company or from the ING affiliate companies' data source that is not part of the investigative report, to all ING affiliate companies or to third parties including but not limited to agents or agencies that assume my debt balance responsibilities.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent contract with the Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it will be grounds for rejecting this application or for termination of my contract, all in the sole discretion of the Company. The undersigned Person (hereinafter called "Agent," "You," or "Yourself"), in consideration of your undertaking to sell the Company's products for the consideration as stated in the Agent's Licensing Contract (the "Contract") and Commission Schedules(s) attached hereto and made a part hereof, mutually agree to the terms of said Contract.

I hereby certify that I have read, understand and agree to be bound by the Agent's Licensing Contract ("ALC") attached to the original Application for Agent's Appointment. I represent and warrant that I have not altered, modified or otherwise changed the terms of the ALC in any fashion. I acknowledge the ALC will form a part of my agent contract if this application is accepted by the Company.

**Anti-Money Laundering (AML) Training Requirements**

The Financial Crimes Enforcement Network (FinCEN), a bureau of the U.S. Department of Treasury, enacted regulations surrounding the anti-money laundering programs for insurance companies, which took effect May 2, 2006. The Company requires that all producers selling or servicing specified products complete AML training.

Producers meeting the following are recognized as having completed their required AML obligations without further documentation:

- Currently have an active variable annuity or variable life contract with ING.
- Currently affiliated (commissions paying to) with a wirehouse when soliciting/servicing life insurance policies offered by ING
- Currently affiliated with a broker/dealer or bank, or with an agency of a broker/dealer or bank, whose ING selling agreement covers all associated agents under a blanket AML certification. (Check with your broker dealer or bank compliance officer.)
- Completed the Anti-Money Laundering course using LIMRA as the training service (aml.limra.com)

If you have not met one of the above qualifications, you will need to certify your completion of an ACLI or FINRA recognized Anti-Money Laundering training. Please do this by submitting your AML certificate of completion or by completing the ING Anti-Money Laundering Training Certificate of Completion (Form #137305).

**Under penalty 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 have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen (including U.S. resident alien)

**INSTRUCTIONS:** You must strike out the language certifying that you are not subject to backup withholding due to underreporting if the IRS has notified you that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return and you have not received notice from the IRS advising that backup withholding has terminated.

*The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

**I also certify by my signature below that I authorize the Company, now or in the future, to obtain a consumer and/or investigative consumer report on me, and that I have received from the Company all disclosures required by the Fair Credit Reporting Act.**

 **Signature of Applicant/Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

**COMPLETE BY AGENT, MARKETING ORGANIZATION OR BROKER DEALER PRIOR TO SUBMISSION.**

**1. ONLY COMPLETE THIS SECTION if you will NOT sell any ING Fixed Annuity products through your Broker Dealer, or if you DO NOT have an association with a Broker Dealer.**

Agent Commission Level \_\_\_\_\_ Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**2. ONLY COMPLETE THIS SECTION if you will sell ALL or SOME ING Fixed Annuity products through your Broker Dealer. (Business sold through Broker Dealers shall be governed by Broker Dealer instructions).**

Agent Commission Level<sup>1</sup> \_\_\_\_\_ Broker Dealer Name \_\_\_\_\_ Contract # \_\_\_\_\_

<sup>1</sup> If Commission Level is left blank, all commissions will be paid to your Broker Dealer.

Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**If applicable, list your Marketing Organization for ING Fixed Annuity products NOT sold through your Broker Dealer.**

Agent Commission Level \_\_\_\_\_ Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**AGENT'S LICENSING CONTRACT** *The following state provisions shall be given full force and effect even though the signatures of the parties precede these provisions.*

**1. General Covenants and Definitions.**

a. You shall be duly licensed by the applicable state insurance departments having jurisdiction. You shall operate your business in strict conformance with all applicable laws and regulations and in conformity with the ING Business Guidelines, as amended from time to time, including, but not limited to, the replacement and Anti-Money Laundering policies. You acknowledge receipt of these Guidelines, which are deemed incorporated into this Contract.

b. You agree to exert your best efforts in keeping all insurance effected under this Contract in full force and effect.

c. You agree to be bonded and insured in such manner as we may, in our discretion, require.

d. Nothing contained in this Contract shall create, or shall be construed to create, the relationship of an employer and employee between the Company and you.

e. "Agents and subagents" shall mean you and your employees, any agent or broker you obtain or solicit who becomes a contracted agent or broker with the Company, and any agent or broker subsequently appointed or obtained by you, directly or through liability for your agents and subagents, to the Company directly or indirectly through you or any agent or broker network you have contracted.

f. All appointments of agents and subagents by you to submit business under this Contract shall be subject to written approval by us.

g. We reserve the right, in our sole discretion, to retain, reassign or terminate agents and subagents appointed by you or to you and to reassign or transfer such agents directly to us or to any of our other agents without any obligation to you. You will have no right to future compensation of any kind or type for production written by or through such agents after such reassignment or termination or after your termination of contract with us. We have the right to communicate directly with any of the agents appointed by or to you.

h. "Debit Balance" means any amount owed by you, directly or through liability for your agents and subagents, to the Company or to any legal entity that is a subsidiary of ING America Insurance Holdings, Inc. (an "Affiliate"), that is not paid when due. This includes but is not limited to a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement, indemnification obligation, liabilities created by your agent's and subagent's misfeasance and/or malfeasance concerning the Company's (or Affiliate's) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company or an Affiliate.

**2. Delivery.** You agree to deliver each policy in a timely manner. If a policy is returned to the Company during the Free Look Period described in the policy, and you or your agents or subagents were paid any commission, then such commission shall be charged back.

**3. Settlement.** Only the initial premium on applications procured by or through you may be collected by you. All premium settlements shall be by federal funds wire or by check payable to the Company, received subject to collection. Premium payments shall not be collected by you in cash. All premiums received by you or your agents and subagents are received as a fiduciary trust, and all premium settlement, entire or partial, taken with an application or taken upon delivery of the policy, shall be immediately forwarded to us.

**4. Limitations.** You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to our business, or to waive or alter any of the provisions of any policy issued by us.

Except for that provided by the Company, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products may be used, or be permitted to be used, only with our prior written approval.

**5. Discontinuance of Policy Forms.** Without liability to you, we may in our sole discretion, at any time and from time to time (1) retire from any territory; (2) discontinue and/or withdraw any policy form in any territory without prejudice to our right to continue use of said form in any other territory; (3) discontinue and/or withdraw any policy form in all territories; and (4) resume the issuance or use of any policy form in any territory or territories at any time.

**6. Assignment.** Neither this Contract, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to us hereunder.

**7. Liability.** You agree to pay your Debit Balance owed to the Company or an Affiliate when due, and any Debit Balance(s) of your agents or subagents remaining after completion of debt collection procedures. Without in any way limiting the foregoing, you shall be jointly and severally liable, with your agents and subagents to the Company for the payment of any and all Debit Balance(s). The determination of the amount of any liabilities or advances due and/or owed in connection with a Debit Balance shall be at the sole discretion of the Company. The parties hereto agree the Company retains the absolute and unilateral right to settle and resolve all claims or causes of action, in its sole discretion, raised or asserted by any person, concerning the actions by you, or your agents and subagents. Your joint and several liability shall not be contingent on your input, participation or notice of or concerning any such claims or assertions. Such Debit Balance(s) due from you shall be debited on the books of the Company with the amount of such obligation, when the same is due and unpaid from you or your agents and subagents to the Company, and on demand, you shall promptly pay the Company the amount of such Debit Balance. Any such Debit Balance, together with interest thereon at the applicable current rate per month or the maximum legal rate, whichever is less, owed by you or your agents and subagents to the Company or an Affiliate may be set off by the Company, at any time, against any sums due from the Company or an Affiliate to you, and a first lien is hereby reserved to the Company thereon for the satisfaction of any such Debit Balance.

**8. Notices.** Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered, or if mailed, forty-eight hours after having been deposited in the United States mail, postage prepaid, or sent by any electronic means for which confirmation of receipt can be shown, and addressed in the case of Company to its then principal place of business, and in the case of you to the address set forth in this Contract. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

**9. Commissions.** Commission Schedules, referred to on the signature page, as amended from time to time by the Company, govern the parties' agreement with respect to compensation payable in accordance with this Contract. If commissions are payable to you by your general agent, you agree that the Company has no obligation to pay any compensation directly to you and agree to indemnify and hold harmless the Company from all losses and expenses, including attorney fees, resulting from any claim by you for compensation, notwithstanding anything herein to the contrary.

**10. Severability.** Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**11. Non-Waiver.** The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

**12. Entire Agreement.** This Contract contains the entire agreement between us with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between us. No amendments to this Contract may be made except by writing signed by you and an officer of the Company.

**13. Construction and Venue.** To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Iowa applicable to contracts performed entirely within the State. Any action to enforce the provisions thereof, or arising from the actions of any party in connection therewith, shall be brought in the District Court in Polk County, Iowa, except such action as may be necessary by Company to protect, preserve and realize its interest in your assets located in another jurisdiction.

**14. Waiver of Jury Trial.** The Agent and Company hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Contract, or any instrument or document delivered in connection therewith.

**15. Customer Information.** The parties desire to protect Customer Information, as defined below, and to comply as may be necessary with requirements of the Gramm-Leach-Bliley Act, the relevant state and federal regulations pursuant thereto and state privacy laws (all referred to as "Privacy Law").

a. "Customer Information" means an applicant's Application for a Contract or service and all nonpublic personal information about a customer that a party receives from another party. "Customer Information" includes, by way of example and not limitation, name, address, telephone number, social security number, health information and personal financial information (which may include customer account number).

b. The parties understand and acknowledge that they may be financial institutions subject to Privacy Law. The parties agree that they are prohibited from using the Customer Information received from another party other than as required by law, regulation or rule, or to carry out the purposes for which one party discloses Customer Information to the other party under this Contract, including use under an exception permitted by Privacy Law in the ordinary course of business to carry out the purposes.

c. The parties agree that (1) the purpose for which you, your agents and subagents disclose Customer Information to Company includes the establishment of a consumer/customer relationship between the consumer and Company in order to offer its financial products and the financial products of its affiliates to consumers; (2) the purpose for which Company discloses Customer Information to you, your agents and subagents is to service the Company Contract or other services obtained by the customer; and (3) they will use such information only as permitted by Privacy Law.

Subject to the provisions of subparagraph (b) above, the parties will not disclose the Customer Information to any other person without prior written permission from the other parties. The parties will establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control that are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other parties.

**16. Termination.**

a. Except to the extent prohibited by applicable law, this Contract shall be automatically terminated in the event of your (1) ceasing to be licensed, including being placed on suspended status, as required by an applicable state insurance department having jurisdiction; or (2) committing a felony; or (3) withholding or misappropriating any money or property belonging to us; or (4) failing to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction under the Contract; (5) committing any fraud; (6) committing an act of embezzlement; or (7) death (or, if you are a partnership or a corporation, upon any event legally or contractually causing the dissolution of the partnership or corporation. However, we may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution).

b. The Company may terminate this Contract, at any time, upon giving notice, (as provided in Section 8) in the event of (1) its involuntary assignment for benefit of your creditors; or (2) your bankruptcy; or (3) your subjecting us to liability due to your misfeasance or malfeasance; (4) your failing to conform to the rules and regulations of Company; (5) your failing to pay any indebtedness to the Company on demand; (6) your replacing any of the Company's policies with another company's; or (7) your total and permanent disability.

c. Should you be terminated under subsection (a), subparagraphs (2) through (6), or subsection (b), subparagraphs (1) through (6), you will forfeit all your rights to any further payments under this Contract. For purposes of determining whether this Contract has been breached under subsections (a) or (b), the acts of all your employees, agents, and subagents, as the case may be, shall be deemed your acts.

d. This Contract may also be terminated by either party without cause by giving fifteen (15) days written notice to the other party. The right of termination under this subsection (d) is not restricted by the provisions for termination in (a) or (b) above. Additions to in force cases may be permitted, provided the Plan under which the case was originally issued is then being issued, and shall be commissionable in accordance with the practice of the Company then in effect.

e. Upon any termination of this Contract, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business, excepting only those items which the Company shall specifically notify you in writing, you are then permitted to maintain for servicing purposes.

f. The obligations of you, your agents and subagents arising under the Contract shall survive the termination of this Contract, whether such obligations arose prior or subsequent to the termination of this Contract.

## FAIR CREDIT REPORTING ACT DISCLOSURE



Your future. Made easier.<sup>SM</sup>

ING America Insurance Holdings, Inc. and each of its subsidiaries (the "Company") disclose to you that a consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for employment<sup>1</sup> as an independent contractor. It may be an "investigative consumer report" that includes information as to your character, general reputation, personal characteristics and mode of living.

**I acknowledge that my signature on the agent appointment application serves as an acknowledgement that I have received this Disclosure in accordance with the requirements under the Fair Credit Reporting Act, as amended.**

- **I authorize the Company, now and at any time while I am appointed and contracted to represent the Company for the sale and solicitation of the Company's products, to obtain a consumer report and/or investigative consumer report on me.**
- I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with employment<sup>1</sup> as an independent contractor. I authorize that a photocopy of this disclosure be accepted with the same authority as the original;
- I have the right to make a written request within a reasonable period of time to receive the additional, detailed information about the nature and scope of this investigation;
- I authorize the Company to share this information with the appropriate people in the Company, including but not limited to identified persons and those involved in the licensing and contracting process; and
- I understand I am not to solicit business on behalf of any Company until all required licenses and appointments have been obtained and all required contracts have been executed.
- **I have received "A Summary of Your Rights Under the Fair Credit Reporting Act."**

**California, Minnesota and Oklahoma Applicants Only.** Please check here to have a copy of your consumer report sent directly to you by the appropriate credit repository.

If you have checked this box to receive a copy of your credit report, you must return this form with your agent contracting paperwork and provide your name and social security number below.

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

<sup>1</sup>Producers and agents are independent contractors, not employees. "Employment" is used in a non legal sense and includes qualification for certain programs available to independent contractors. Nothing in this form shall be construed to create an employer/employee relationship.

# AUTHORIZATION AGREEMENT FOR COMPENSATION DIRECT DEPOSIT

Mail or Fax completed form to:

ING Service Center, 909 Locust Street, Des Moines, IA 50309

Fax: 877-788-5122



Note: Compensation information is available on ING for Professionals ([www.ing.com/us/prologin](http://www.ing.com/us/prologin)).

Please select all companies you wish to have set up for Direct Deposit. Failure to do so will result in ING's inability to complete the request. Include appropriate agent/agency number(s).

Life - Including Strategic (Contact Phone: 877-882-5050)

- ReliaStar Life Insurance Company (includes ReliaStar Life Insurance Company of New York)
- Security Life of Denver Insurance Company
- Security Life of Denver Insurance Company (formerly Southland Life Insurance Company)

Annuity (Contact Phone: 800-369-5307, option 1)

- ING USA Annuity and Life Insurance Company (includes Fixed and Variable Annuities for RLNY)

Retirement Services

- ReliaStar Life Insurance Company (Annuities/Education) (Contact Phone: 877-882-5050, option 2, 4)
- ING Life Insurance and Annuity Company (ILIAC) (Contact Phone: 888-238-6297, option 2, 1)

The selections above are hereinafter called the "Company."

## INSTRUCTIONS FOR DEPOSIT (See sample below.)

- One Account: Deposit 100% of my compensation into Account #1.
- Two Accounts: **This option is NOT available to Retirement Services ReliaStar.**  
Deposit \_\_\_\_\_ % of my compensation into Account #1. Balance will be deposited into Account #2.

Account #1  Checking  Savings **(This option NOT available to Retirement Services ReliaStar.)**

Financial Institution Name \_\_\_\_\_ Transit/ABA # \_\_\_\_\_

Account Owner Name (Required) \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

Account #2  Checking  Savings **(This option NOT available to Retirement Services ReliaStar.)**

Financial Institution Name \_\_\_\_\_ Transit/ABA # \_\_\_\_\_

Account Owner Name (Required) \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

## Sample Check

Account Owner Information

Transit/ABA #

Name	1-23/456	5678
Address		
City, State ZIP	DATE _____	
PAY TO THE ORDER OF _____	\$ _____	
		DOLLARS
<b>Financial Institution</b>		
MEMO _____	Not Negotiable	
⑆ 987654321 ⑆ 1234567890123 ⑆ 5678		

Account #

## AUTHORIZATION

I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Telephone \_\_\_\_\_

SSN/TIN (Last 4 digits only) or Agent/Agency Number \_\_\_\_\_

For corporate direct deposit request, the signature must be that of the signing officer on record with the Company.

Name of Corporation (if applicable) \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

Please print or type

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

## 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.

**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number								

or

Employer identification number								

## Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

## Part III 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.)

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

A person who is required to file an information return with the IRS must 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 Corporations.**

**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 withhold and pay to the IRS 31% of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 III 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 Part II instructions 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.

## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [\_\_\_\_\_] is between BHC e-Service, with its offices located at 25227 Grogan's Mill Rd Ste. 102, The Woodlands, Texas 77380 and [\_\_\_\_\_] , an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC e-Service and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC e-Service and the Agent, agree as follows:

### 1. **Definitions.**

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

### 2. **Recitals.**

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

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

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

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

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

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

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

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

**BHC E-SERVICE:**

BHC Marketing

By: \_\_\_\_\_  
Lee R. Howard, CEO

**AGENT:**

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

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

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

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