

MESSER Financial Group

Secure Horizons Medicare Advantage Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas.
The more complete the application, the sooner it will be approved.

Agents Name: _____

Appointing Agent/Agency: _____

State(s) to Be Appointed In: _____

Commission Level (if unknown, call MESSER at 1-866-568-9649 x16 prior to faxing): _____

Writing Agent Checklist		MESSER Use Only
Complete and Sign Agent Appointment Information		
Attach E&O Coverage		
Sign Agent Contract		
Complete W-9 form		
Complete EFT Form and Attach Voided Check		
Attach state licenses for appointment states		

MESSER Financial Group ATTN: Contracting

4301 Morris Park Drive Mint Hill, NC 28227

Ph: (866) 568-9649 x733

Secure Fax: (888) 900-2330

seniorcontracting@messerfinancial.com

Please return by mail, fax, or email to:

(For Office Use Only)

Marketing Rep: _____ Date In: _____ Date Out: _____

Notes:

Appointment Application

Field Marketing Organization (FMO) Channel
 United Healthcare Insurance Company and Affiliates



Type of Request: <input type="checkbox"/> New <input type="checkbox"/> Change		Please Print or Type: All fields must be complete and legible.	
Individual Information (All individual information fields required for all Appointment Applications.)			
Legal Name (As name appears on Individual Resident State in insurance License)			
First:	Middle:	Last:	
Alias/Other Names		Social Security Number	Birth Date
Home Address			
City	State	County	Zip
Home Phone	Business Phone	Fax	
E-mail Address (required)			
Appointment Type: <input type="checkbox"/> Individual OR <input type="checkbox"/> Corporation		This must match information provided on the Agreement and the W-9.	
Mailing Preference: <input type="checkbox"/> Home OR <input type="checkbox"/> Business		If applying as an individual, but prefer mail be delivered to your business, fill in the Business Address section below.	
If applying as a Corporation , the following information is also required. (You must be a Principal of the Corporation to apply.)			
Corporation Name		Principal	
Corporate Tax ID		Business Phone	
Business Address			
City	State	County	Zip
Please list the states for which you are applying for appointment.*		*Must include resident state. *Listing a state does not guarantee appointment for that state. *Must be licensed in each state listed. *All states subject to individual review.	
Resident State		Non-Resident States	
Errors and Omissions Coverage			
AN ACTIVE POLICY DECLARATION PAGE WITH YOUR NAME LISTED AS THE COVERED ENTITY MUST BE ATTACHED.			
Name of Carrier			Expiration Date
Policy #	\$1,000,000 per occurrence and \$1,000,000 annual aggregate required.		

NOTE: Failure to accurately and honestly answer any of the following questions may result in a declination of your application and appointment with UnitedHealthcare.

If you answer "Yes" to any of these questions, please provide supporting documentation and a brief explanation on a separate sheet of paper.

Criminal Background Information

- 1. Have you ever been convicted of a felony? Yes No
- 2. Have you ever been convicted of a misdemeanor (other than traffic) including an alcohol or drug-related offense?.. Yes No
- 3. Have you had your driver's license revoked within the past three years? Yes No

Department of Insurance and CMS

- 4. Have you ever had your insurance or securities license revoked and/or suspended by any department of insurance (even if later reinstated) for any reason? Yes No
- 5. Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, NASD, or other regulatory reporting agency including CMS? Yes No
- 6. Have you ever paid a fine related to a consumer complaint, failure to renew your license or continuing education credit in excess of \$500? Yes No
- 7. Have you ever been excluded, or are you aware of actions that could result in an exclusion, by the Office of Inspector General from participation in a government health care program, including Medicare and Medicaid? Yes No

Credit History

- 8. Have you filed for bankruptcy and/or had a bankruptcy discharged within the last five years? Yes No
- 9. Are you, at the present time, or have you been within the past five years, involved in any civil litigation, judgments, liens or foreclosures?..... Yes No
- 10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?..... Yes No

Other Companies

- 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?..... Yes No
- 12. Have you ever been denied an appointment with any insurance company? Yes No
- 13. Have you ever been terminated for cause by any insurance carrier? Yes No
- 14. Have you been denied a bond or application for errors and omissions (E&O) coverage with any company? Yes No

Other

- 15. Do you have other information related to criminal, insurance-related complaints, credit, etc., that was not covered by these questions that you wish to disclose? Yes No

Conditions and Agreements

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below.

I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have had the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan, shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set forth therein.

I acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and no future signature by me shall be necessary.

Disclosure

I have executed this Appointment Application as evidence of the understanding and acceptance of, and consent to its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgement has been approved and I have satisfied all of the certification requirements for the products I intend to sell.

I understand that as part of its approval process, the Company may obtain an investigative consumer report which will confirm information regarding my character, general reputation, credit history, personal characteristics and mode of living. I hereby authorize the Company to obtain such a report.

Applicant's Signature

Date



**Please return all documents to your
Field Marketing Organization (FMO) Recruiter
for submission to UnitedHealthcare.**

Electronic Fund Transfer



SecureHorizons will deposit your check directly to your bank account. We make the deposit according to the current Commission Deposit Schedule. Below is an authorization form so that you may sign up for this service. Just complete the form and mail it back with your appointment paperwork.

Fund Transfer Authorization

I (We) do hereby authorize the deposit of all commission payments due me (us) to my (our) checking account indicated below and the Depository Financial Institution named below to credit the payment(s) to such account by SecureHorizons.

Account Number

Financial Institution Name

City

State

I (We) reserve the right to revoke and cancel this authorization. Such revocation and cancellation to take effect upon written notice received at the office of SecureHorizons with reasonable time to act on such notice.

Agent Signature

Agent Number (if known)

Date

John Doe 123 W. Main St. Anytown, USA 12345	DATE _____	101
ATTACH A BLANK VOIDED CHECK HERE (Deposit slips are NOT acceptable)		
YOUR BANK ANYTOWN, USA		DOLLARS
FOR _____		
⑆010101001⑆ ⑆0551005115⑆ 101		

UNITED HEALTHCARE INSURANCE COMPANY AGENT AGREEMENT

This AGENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__, by and between United HealthCare Insurance Company, ("United"), on behalf of itself and its Affiliates (collectively, the "Company") and _____ ("Agent").

A. United and certain of its Affiliates offer Medicare Advantage Plans ("MA Plans"), stand-alone prescription drug plans ("PDP Plans"), Medicare supplement insurance plans ("Med Supp Plans") and other health plans and products as may be designated by the Company (collectively, the "Products").

B. FMO or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

ARTICLE ONE DEFINITIONS

1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with United, and offers one or more of the Products. Affiliates offering the Products shall be specified in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A** to this Agreement.

1.2 **CMS** is the Centers for Medicare & Medicaid Services.

1.3 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers the MA Plans and PDP Plans in a specified service area or region.

1.4 **Field Marketing Organization (FMO)** is an independent contractor, who or which has entered into a contract with Company for the marketing and promotion of the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.

1.5 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend another agent for appointment as a General Agent, Agent or Solicitor Agent. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA) as set forth in the Relationship Hierarchy attached hereto and incorporated herein as **Exhibit B**. For clarification, an SGA can recommend an MGA, GA, Agent and Solicitor Agent; and an MGA can recommend a GA, Agent, and Solicitor Agent.

1.6 **MA Plan** is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement, including, but not limited to, Local HMO and PPO Plans ("Local MA Plans"), Special Needs Plans ("SNPs"), Regional Preferred Provider Plans, and Private Fee for Service Plans ("PFFS Plans"). The definition of MA Plan includes MA Plans which include prescription drug plan benefits ("MA-PD Plans").

1.7 **Med Supp Plan** is a Medicare supplement insurance product authorized under applicable federal and state laws and regulations that may now or in the future be offered to individual beneficiaries by the Company.

1.8 **Medicare Laws and Regulations** are (i) the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the “MMA”); (ii) Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related thereto that are from time to time adopted by CMS; (iii) all administrative guidelines (including Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards or directives from time to time adopted or issued by CMS or the Department of Health and Human Services (“HHS”) relating to any of the foregoing; and (iv) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program, as any of the preceding Medicare Laws and Regulations from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court.

1.9 **Member** is an eligible individual who has been enrolled by the Company in one of the Products.

1.10 **PDP Plan** is any stand-alone Medicare Part D Prescription Drug Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company and subject to this Agreement..

1.11 **Product** means MA Plan, PDP Plan, Med Supp Plan and any other health plans and products as may be designated by the Company. Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.

1.13 **Solicitor Agent** is an appropriately licensed captive agent employed by or independently contracted with FMO, General Agent or Agent appointed by the Company, and is free to exercise his or its own judgment as to the time and manner of performing services pursuant to a direct or indirect agreement between the Solicitor Agent and the FMO, General Agent or Agent. Company shall under no circumstance be responsible for compensating Solicitor Agents.

ARTICLE TWO APPOINTMENT, DUTIES AND LIMITATIONS ON AUTHORITY

2.1 **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints Agent for all new business sales to solicit applications for Products either directly or, if applicable, through its Solicitor Agent(s) who are designated to the Company in writing by Agent and appointed by the Company. Agent hereby accepts such appointment. Agent acknowledges and agrees that the authorization and appointment as set forth in this Agreement is limited to the service areas as the Company may designate in writing from time to time or may otherwise make such list of service areas available to, and accessible by, Agent. The service area is specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**. The Company may add, modify or delete any such service areas in the Company’s sole discretion upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.2 **Duties of Agent.** Agent shall:

a. Before promoting or marketing the Products and on an annual basis thereafter, attend all training required by the Company and be certified by the Company as having completed all training required by the Company, it being specifically acknowledged and agreed by Agent that no compensation shall be paid under this Agreement unless such training has been completed and such certification is received prior to the policy being written. Agent shall promote to each prospective Member only those Products for which the prospective Member is qualified to enroll and which Agent in good faith believes meets the needs of the prospective Member;

b. Upon recommendation of FMO or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in the state(s) covered by this Agreement;

c. Notify the Company, and upon recommendation of FMO or General Agent, be appointed by the Company with the applicable state regulatory agency before promoting and marketing the Products in any additional state(s) covered by this Agreement;

d. Hold and maintain, in good standing, any license, certification or registration (collectively, "license") required to perform Agent's duties under this Agreement in each state where Agent promotes and markets the Products, and immediately notify the Company of (i) any expiration, termination, suspension, or other action affecting such license, and (ii) any disciplinary proceedings against Agent or against any of Agent's principals, partners, shareholders, directors, officers or employees relating to any license issued to any such person by a regulatory authority. All state licensures and state license fees are the responsibility of Agent and not the Company;

e. In coordination with FMO or General Agent, promote the Products and solicit and procure applications from interested and eligible beneficiaries using the Company's designated marketing materials and application forms, including, without limitation, the collection of information designated by the Company and CMS to process enrollments and the transmission of enrollment information to the Company in a manner specified by the Company (for example, utilizing an Internet-based enrollment facility, via electronic file transmission or via facsimile transmission) and in compliance with standards and requirements that may be established by the Company;

f. Strictly comply with the Company's policies and procedures relating to promoting and marketing the Products to eligible beneficiaries, including the following:

- i. Agent will complete all training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined in Section 2.11 of this Agreement), and will comply with all policies therein;
- ii. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS and/or established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines;
- iii. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the Products;
- iv. Agent shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) If Agent is meeting with a Medicare beneficiary, Agent shall clearly identify to the Medicare beneficiary that Agent will be discussing the Company's MA Plans and/or PDP Plans, before Agent markets to the Medicare beneficiary; and (ii) Agent shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted with <plan name, as provided by Company>. The person is compensated based upon your enrollment in a plan.";
- v. Agent shall make no payments or gifts in violation of Medicare Laws and Regulations and applicable federal and state laws and regulations to any eligible beneficiaries or any Members;
- vi. Agent shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company;

- vii. Agent shall ensure that all information on Agent's solicited applications is completely filled in by the eligible beneficiary applicant or by Agent in the applicant's presence or by the applicant's legal representative in his or her presence;
- g. Maintain proper records and accounts of all transactions pertaining to this Agreement, make such records and accounts available to the Company or its representatives during normal business hours upon seven (7) business days prior notice; and turn such records over to the Company immediately upon termination of this Agreement, provided that Agent may retain copies of such records for its files;
- h. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement, as required by Medicare Laws and Regulations and as set forth in the Medicare Regulatory Addendum attached to this Agreement as **Exhibit C** and incorporated herein, and as may otherwise be required under state insurance laws and regulations or by any governmental entity or regulatory agency;
- i. Generally endeavor to promote the interests of the Company as contemplated by this Agreement; and conduct itself so as not to affect adversely the business or reputation of itself or the Company;
- j. As applicable, inform prospective Members how premium payments for the Products are to be made, as prescribed by the Company and consistent with CMS requirements and applicable state and federal laws;
- k. As applicable, hold any check or monies received by Agent for or on behalf of the Company in a fiduciary capacity and keep such funds segregated from Agent's assets, it being specifically agreed that any such funds shall be deposited to a trust account in a state or federal bank authorized to do business in the state where the deposit is made and insured by an appropriate federal insuring agency no later than one (1) business day after receipt of such funds, and shall be transmitted to the Company within five (5) business days; provided, that to the extent applicable laws and regulations provide for more stringent requirements relating to receipt, handling or transmission of funds, Agent shall comply with the more stringent requirements;
- l. Timely pay to the Company all monies which may be or become due to it by reason of advances or loans or overpayments to Agent or otherwise;
- m. Follow and be governed by the terms and conditions of this Agreement and conform to the policies, procedures, rules and regulations of the Company now or hereafter to become in force, which policies, procedures, rules and regulations shall constitute a part of this Agreement.
- n. Use best efforts to keep Members enrolled in the Products by providing prompt service to Members;
- o. Promptly report to the Company any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to or from any governmental authority regarding Agent or the Company; and fully cooperate with, promptly respond to any requests for information from, and provide assistance to the Company and the Company's designees, as reasonably requested by the Company, on any complaints or inquiries received relating to Agent or the Company;
- p. Adhere to the Relationship Hierarchy attached hereto as **Exhibit B** and incorporated herein;
- q. Comply with the Medicare Regulatory Addendum attached hereto as **Exhibit C** and incorporated herein;
- r. Comply with the HIPAA Business Associate Addendum attached hereto as **Exhibit D** and incorporated herein;
- s. Comply with and meet the performance requirements which the Company may establish from time to time; it being acknowledged and agreed by Agent that failure to comply with and meet such performance requirements may result in termination of this Agreement;
- t. Comply with any and all requests made by FMO and General Agent on behalf of the Company;

u. Use only the individually identifiable writing number assigned to Agent by the Company on applicable documents;

v. If authorized by the Company to promote and market any Products which are AARP branded, comply with the Branded Products Addendum attached hereto as **Exhibit E** and incorporated herein; and

w. To the extent that Agent, directly or indirectly, has any arrangements with any subcontractors to perform any services in connection with this Agreement, ensure that any such subcontractors perform in compliance with the terms and conditions of this Agreement. If a subcontractor is performing services in a manner which is not in compliance with the terms and conditions of this Agreement, or upon the Company's request, Agent shall terminate any relationship with any such subcontractor.

2.3 **Limitations on Authority**. Notwithstanding any other provision in this Agreement, Agent has no authority to nor shall it represent itself as having such authority to nor shall it do any of the following:

a. Hold itself out as an employee, partner, joint venture or associate of the Company;

b. Hold itself out as an agent of the Company in any manner, or for any purpose, except as specified in this Agreement;

c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of the Company in any respect;

d. Insert any advertising in respect to the Company or the Products in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of the Company without prior written authority of the Company;

e. Collect, or authorize any other person to collect, any premiums or payments on behalf of the Company whatsoever, except the initial premium if authorized by the Company;

f. Bind the Company on any application for any Product, it being expressly understood that all applications must be approved by the Company and/or CMS;

g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of the Company's rights, requirements or conditions under the Products, extend the time of payment of any premium, or waive payment in cash on behalf of the Company;

h. Transfer or sell the business of the Agent created by this Agreement without the Company's prior written consent which shall not be unreasonably withheld, it being acknowledged and agreed by Agent that such business belongs exclusively to the Company;

i. Except as may be otherwise permitted by prior approval of the Company, deduct any payments due Agent from premiums or payments collected on behalf of the Company;

j. Except with prior approval of the Company, be contracted or otherwise affiliated with more than one FMO or General Agent (or Agent, in the case of a Solicitor Agent), as the case may be, at any given time in the service area designated by the Company to such FMO, General Agent or Agent. In the event that Agent wishes to contract or otherwise affiliate with a different FMO or General Agent (or Agent, in the case of a Solicitor Agent), Agent may do so only in accordance with Company rules and regulations and such additional terms and conditions as the Company may specify; or

k. Knowingly permit any party to inappropriately use the individually identifiable writing number issued to Agent by the Company on applications solicited by such party.

2.4 **Duties of the Company.** The Company shall furnish to Agent the marketing and enrollment materials for marketing and promotion of the Products. Agent specifically acknowledges that marketing and enrollment materials must be approved by CMS and the Company and that the enrollment of Members into MA Plans and PDP Plans is governed by Medicare Laws and Regulations. Agent further acknowledges that marketing and enrollment materials for Med Supp Plans and other health plans and products which are subject to state regulations must be approved by applicable state regulatory agencies and are governed by state laws and regulations.

2.5 **Company's Right to Modify Products and Service Area.** Subject to Medicare Laws and Regulations and applicable federal and state laws and regulations, the Company may, in its discretion, discontinue or modify any of the Products. Company may, in its sole discretion, limit which Products Agent is authorized to solicit applications for on the Company's behalf. Company may, in its sole discretion, add, discontinue or modify any of the service areas in which Agent is authorized to solicit applications for any Products upon thirty (30) days prior written notice to Agent, or such shorter period as may be required under applicable law.

2.6 **Relationship of Parties.** Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between the Company and Agent. The Company shall not be bound or liable for any actions taken or representations made by Agent beyond the scope or in violation of this Agreement. Agent shall be responsible for all taxes on compensation earned by it under this Agreement. Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, Company does not control the time, place or manner of Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, other compensation (including all state, federal, and local taxes and mandatory employee benefits) or insurance and voluntary employment-related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or tradenames of the other party except as specifically contemplated by this Agreement. Agent shall not advertise using the name of Company without the express written approval of Company.

2.7 **Litigation.** Agent shall not initiate litigation in any dispute between Agent and any prospective or existing Member without the prior written consent of the Company, which consent may be withheld by the Company for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Agent in connection with its activities hereunder, the Company may require Agent to defend such action, or, at its sole option, the Company may defend such action and expend such sums as may be reasonable therefor, including reasonable attorneys' fees, and Agent shall be chargeable therewith as well as with any amounts which may be recovered against the Company by judgment, settlement or otherwise in any such action, which amount Agent shall pay to the Company on demand.

2.8 **Indemnification.** Agent shall defend, indemnify and hold the Company harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever which the Company, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Agent in connection with the performance of this Agreement or the timely and accurate payment of commissions, fees or other compensation to Agent by FMO or General Agent. Agent shall indemnify and hold the Company harmless from and against any and all damages, claims, demands or liabilities which Agent or a third party may incur as a result of the installation and use of any software provided by the Company to Agent in connection with its activities under this Agreement.

2.9 **Non-Solicitation.** During the term of this Agreement and for a period of one year following the later of (a) the effective date of termination of this Agreement; or (b) the last day in the month in which the Company pays any renewal fees, Agent shall not, directly or indirectly, other than in performance of its obligations hereunder, (i) solicit any business from a Member of the Company in a manner that is in violation of Medicare Laws and Regulations, including the prohibition on steerage and "cherry picking", or in violation of any other applicable state or federal laws and regulations; or (ii) knowingly employ or engage or offer to employ or engage any person who is then (or was at

any time within one year prior to the time of such employment, engagement or offer) an employee, sales representative or agent of the Company, unless mutually agreed to by the parties.

2.10 **Solicitor Agents**. If Agent engages or employs any Solicitor Agents, Agent shall ensure that all duties, obligations, and limitations on authority applicable to Agent in this Agreement are held enforceable against such Solicitor Agents. Agent must immediately notify the Company of the termination of the engagement or employment of any of its Solicitor Agents.

2.11 **Promoting the Products in Compliance with Medicare Marketing Guidelines and Applicable Laws and Regulations**. Notwithstanding any other provision in this Agreement, Agent agrees, on behalf of itself and its employees, agents and contractors, if any, to strictly comply with the Company's policies and procedures and all applicable federal and state laws, rules and regulations (including, but not limited to, anti-kickback statutes, false claims acts and fraud and abuse statutes) relating to promoting the Products to Members. Agent will complete the training required by the Company for the promotion and marketing of the Products and read all Marketing Guidelines (as defined below), and will comply with all policies therein. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Products except in conformity with the written guidelines and marketing materials furnished by the Company to Agent for that purpose. These written guidelines specifically include, but are not limited to, (i) CMS's Medicare Marketing Guidelines For Medicare Advantage Plans, Prescription Drug Plans and 1876 Cost Plans and any and all updates, revisions and additions thereto and (ii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by the Company and furnished to Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging it has received, read and understands the Marketing Guidelines. Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to enrollment in the Products. Agent shall make all disclosures to eligible Medicare beneficiaries in accordance with the Marketing Guidelines, including the following: (i) if Agent is meeting with a Medicare beneficiary, Agent shall clearly identify to the Medicare beneficiary that Agent will be discussing the Company's MA Plans and/or PDP Plans before Agent markets to the Medicare beneficiary, (ii) Agent shall, prior to the enrollment or at the time of enrollment, make the following disclosure in writing to the Medicare beneficiary: "The person that is discussing plan options with you is contracted with <plan name, as provided by Company>. The person is compensated based upon your enrollment in a plan" and (iii) if Agent makes any presentation regarding the Company's PFFS Plans, Agent shall strictly comply with the Company and CMS requirements specifically relating to PFFS Plans. Agent shall make no payments or gifts of any kind to any eligible Medicare beneficiaries or any Members. Agent shall be subject to, and cooperate with, the "Sales Training Incident" program established by the Company.

ARTICLE THREE COMPENSATION WHILE AGREEMENT IS IN EFFECT

3.1 **Compensation to Agent**. Except as set forth in Sections 3.2 and 3.3 below, the Company will pay Agent the compensation in accordance with the Agent Compensation Schedule attached as **Exhibit A**, and Agent agrees that following terms and conditions shall apply:

a. Agent shall receive compensation only on business submitted to the Company directly by the Agent or through the FMO or General Agent. Agent shall accept the compensation as set forth on the Agent Commission Schedule as compensation in full for all services performed and for all expenses incurred by Agent for the promotion and sale of the Products. In all cases where Agent's claim to compensation is disputed or is otherwise questionable, the Company shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of the Company shall be final, binding, conclusive and not subject to appeal.

b. The Company may, at any time, increase or decrease the compensation payable as specified on the Agent Commission Schedule, and may set the compensation payable on any or all additional products which are added to the Agreement by furnishing to Agent written notice. Notwithstanding the foregoing, any change in the compensation payable shall not be retroactive, and shall apply only to products sold by Agent on or after the effective date specified in the written notice, which effective date shall be at least thirty (30) days after the date on which such written notice is furnished to Agent.

c. All compensation due to Agent under this Agreement shall be based on the enrollment of Members in a Product, as determined by CMS and/or the Company, as the case may be.

- i. Deductions for Non-Enrollment. If the Company, in its sole discretion, elects to pay any compensation to Agent prior to receiving CMS confirmation of the enrollment of a Member and CMS does not, in fact, enroll the individual, Agent shall promptly refund such compensation paid to Agent and attributable to such individual. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent.
- ii. Deductions for Rapid Disenrollment. If a Member voluntarily disenrolls from an MA Plan or PDP Plan within three (3) calendar months of enrollment, and the Company has paid any compensation to Agent for such Member, Agent shall refund such compensation paid to Agent and attributable to such Member. The Company may deduct such compensation from amounts otherwise owed by the Company to Agent and shall provide Agent with information supporting the amount of any such deductions taken pursuant to this provision.

d. The Company may offset and deduct any compensation which would otherwise be due and payable to Agent by any amounts the Company determines were inappropriately or fraudulently paid to Agent by the Company previously in violation of this Agreement.

e. The Company, in its sole discretion, may from time to time provide additional compensation to Agent in the form of monetary or non-monetary incentives earned based on performance (e.g., sales contests). The terms and conditions under which such additional compensation can be earned shall be provided to Agent in writing, and all such incentive programs shall be administered in compliance with Medicare Laws and Regulations and all applicable state and federal laws and regulations.

3.2 **Compensation by FMO or General Agent.** Agent acknowledges and agrees that certain FMOs and General Agents that contract with the Company may be responsible for compensating Agent, and in such cases, the Company shall have no responsibility to compensate Agent for Products marketed through such FMOs and General Agents. In such cases, Agent shall look solely to the FMO or General Agent for compensation for the marketing and promotion of the Products, and Agent acknowledges and agrees that under no circumstances shall Agent have any claim against United or any Affiliates for any compensation or any other payment whatsoever in connection with Agent's activities in connection with the Products marketed through such FMOs and General Agents.

3.3 **Responsibility for Indebtedness to Company.** Agent shall be responsible for and agrees to reimburse and indemnify the Company for (i) any unearned or improperly or mistakenly paid commissions and (ii) any obligation or any sum which may be due and payable to the Company by Agent under this Agreement (collectively, "Indebtedness"). Agent grants the Company a first lien in and to all compensation payable under this Agreement and any compensation payable under any other agreement between the Company and Agent, for any debt due from Agent, including sums advanced or loaned by the Company. At any time during the term of this Agreement and at any time following termination of this Agreement, the Company may withhold, deduct and apply all sums due which would otherwise be due and payable to Agent to reduce any Indebtedness. The Company may, in its sole discretion, demand full payment of any Indebtedness that remains outstanding for more than thirty (30) days. Agent agrees to pay the Company any and all Indebtedness immediately upon demand. If such Indebtedness is not paid within thirty (30) days of the Company's written demand for payment, the Company will be entitled to recover, in addition to such Indebtedness, all cost of collection, including, but not limited to, court costs, reasonable attorneys fees and other expenses. Failure to pay any Indebtedness within thirty (30) days of Company's written demand for payment shall also be the basis for termination of this Agreement with cause. This Section 3.3 shall survive termination of this Agreement.

ARTICLE FOUR
TERMINATION AND SUSPENSION

4.1 **Term of Agreement.** The term of this Agreement shall begin on the date first written above (the “Effective Date”) and shall continue until terminated in accordance with the provisions of this Article Four.

4.2 **Termination Without Cause.** This Agreement may be terminated without cause by either Agent or the Company upon thirty (30) days prior written notice or such minimum number of days as required by applicable law, which notice shall be provided in accordance with the notice procedures set forth in this Agreement.

4.3 **Automatic Termination.** This Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. If the Agent is an individual, upon the death of the individual;
- b. If the Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason;
- c. If the Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
- d. The loss, restriction, revocation or suspension of Agent’s insurance license, certification or registration by any Federal or state regulatory authority having jurisdiction over the parties;
- e. The Agent’s business is sold, transferred or merged and the Company has not consented to such sale, transfer or merger or has not appointed the successor; or
- f. The Agent is unable to pay debts as they mature, makes an assignment for the benefit of creditors or becomes the subject of bankruptcy, insolvency or similar proceedings.

4.4 **Termination With Cause.** The Company may immediately terminate this Agreement for cause upon written notice to Agent upon the occurrence of any of the following events (and notify applicable state and/or Federal regulatory authorities of the same):

- a. The failure of Agent to comply with the policies, procedures, rules and regulations of the Company, the Medicare Laws and Regulations, or the laws or regulations of the states in which the Agent is licensed to conduct business or any Federal or state regulatory authority having jurisdiction over the parties;
- b. The failure of Agent to provide the Company with certificates or insurance, as required under Section 5.4, and to maintain the insurance coverages set forth in this Agreement;
- c. The failure of Agent to otherwise conform to the terms and conditions of this Agreement;
- d. The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;
- e. If Agent or any principal, partner, shareholder, director or officer of Agent directly or indirectly and systematically contacts communicates or meets with any Member for the purpose of replacing a Product offered by the Company with a Medicare Advantage Plan, Prescription Drug Plan or other product offered by a Medicare Advantage Organization, Prescription Drug Plan Sponsor, or other entity which is not an affiliated with the Company;

f. Agent is contracted or otherwise affiliated with more than one (1) FMO or one (1) General Agent, as the case may be, at any given time in the service area designated by the Company to market and promote the Products; or

g. The promotion and marketing of the Products by Agent or any of its principals, shareholders, directors or officers when a suspension is in effect, as specified in Section 4.5, below.

4.5 **Suspension and Corrective Action of Agent.** In the event that the Company becomes aware of allegations, through Member complaints or otherwise, that Agent may have engaged in conduct in violation of this Agreement, the Company may suspend Agent's authority under this Agreement pending the Company's final outcome of an investigation of such allegations. During the time such suspension is in effect, Agent may not market or promote the Products on behalf of the Company or receive compensation on any Products sold; provided, however, that the Company shall continue to pay compensation in accordance with the terms and conditions of this Agreement on Agent's existing business submitted prior to the date of the suspension. The Company reserves the right to initiate corrective action against Agent where the Company has determined Agent has engaged in any conduct in violation of this Agreement.

4.6 **Specific Obligations of Agent to the Company and Members Following Termination of Agreement.** Following termination of this Agreement, Agent shall direct all inquiries from Members regarding the Products to the Company. Agent shall continue to act in accordance with Medicare Laws and Regulations and federal and state laws and regulations applicable to marketing representatives, and shall refrain from making any negative statements about the Company or the Company's Products to Members or other beneficiaries. Agent shall continue to act in accordance with the provisions of the HIPAA Business Associate Addendum attached to this Agreement. Without limiting the foregoing, Agent shall refrain from using or disclosing Member names and contact information, as well as all other Protected Health Information, as defined in the HIPAA Business Associate Addendum attached to this Agreement. At the request of the Company, Agent shall copy all requested records in its possession relating to applicants for MA Plans, PDP Plans, Med Supp Plans and/or other Products and relating to Members and forward such copies to the Company. The cost of copying such records shall be borne by Agent.

4.7 **Compensation Following Termination of Agreement; Vesting.**

a. In the event this Agreement is automatically terminated under Section 4.3 or is terminated with cause by Company under Section 4.4, the Company shall cease paying compensation to Agent and no further payment shall be due. This termination of payment shall be independent of any other rights that Company may have as a result of the breach of this Agreement.

b. Upon the termination without cause of this Agreement by the Company, the compensation due to Agent as set forth in the Agent Commission Schedule in effect as of the termination date of this Agreement shall be vested in Agent and payable to Agent by the Company regardless of whether this Agreement is still in force at the time such compensation becomes due for so long as the Member remains enrolled in the Product with the Company and the premiums continued to be paid by CMS and the Member, as applicable. The obligation of the Company to pay compensation shall cease in the event that (i) Agent, at any time while such payments continue, contacts existing Members for the purpose of replacing any of the Products with a Medicare Advantage Plan, Prescription Drug Plan, Medicare Supplement Plan or other Product offered by another MA Organization, PDP Plan Sponsor, health plan or insurer (notwithstanding anything to the contrary herein above, the parties expressly acknowledge and agree that the occasional or inadvertent replacement of business is practically unavoidable and that unless such conduct is part of an intentional effort to migrate the Company's business to a competitor of the Company, it shall not give rise to the cessation of payments provided for hereunder and furthermore, the parties hereto acknowledge and agree that the foregoing shall not apply in any instance where the Company's services or coverage are no longer generally accepted in such Member's geographic area), (ii) Agent, at any time while payments continue, engages in any of the conduct set forth in Section 4.4 which would have given rise to a termination for breach, or (iii) the Company's payments to Agent as required by this Agreement are less than Six Hundred Dollars (\$600.00) per year. This Section 4.7 shall survive termination of this Agreement.

4.8 **Termination of Solicitor Agent.** If Agent contracts with or is otherwise affiliated with any Solicitor Agent, then termination of Agent shall result in the termination of any and all Solicitor Agents. The Company may,

in its sole and absolute discretion, terminate the participation of any Solicitor Agent by providing advance written notice of such termination to Agent. Upon receiving such notice from the Company, Agent shall cause any terminated Solicitor Agent to cease marketing the Products and to cease soliciting applications on behalf of the Company. The Company shall have no obligation to pay any further compensation to Agent with respect to any enrollments which are originated by any Solicitor Agent who or which has been terminated. The termination of participation of any one or more Solicitor Agent by the Company shall not affect the performance of this Agreement by Agent and the remaining Solicitor Agents that have not been terminated by the Company. The termination of any Solicitor Agent's participation hereunder shall not prevent the subsequent termination of this Agreement in its entirety by the Company in accordance with the provisions of this Article Four or as otherwise permitted by this Agreement.

ARTICLE FIVE GENERAL PROVISIONS

5.1 **Intellectual Property Rights; Confidential Information.** Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the Products, rate and benefit schedules, contracts, records files, software, manuals, forms and other materials and information furnished by the Company, whether furnished in paper form, electronic format or through the Internet, is and shall remain confidential and proprietary to the Company. Agent agrees that such proprietary and confidential information shall only be used by Agent in connection with its performance under this Agreement and only in the manner provided by this Agreement. Agent shall not use any of the Company's proprietary and confidential information to directly or indirectly compete with the Company or to assist any competitor of the Company to compete with the Company during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Agent shall immediately return all proprietary and confidential information. Agent agrees that this Agreement is and shall remain confidential, and Agent agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of the Company, except as required by law. Agent acknowledges and agrees that the Company owns all tangible property, including, but not limited to, goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to Agent by the Company or produced by Agent at the Company's expense or based on the Company's proprietary and confidential information. Agent agrees to deliver this tangible property to the Company promptly upon the Company's request, but in any event, after Agent is finished using such tangible property in performing the services under this Agreement.

5.2 **Assignment.** Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, without the prior written consent of the Company.

5.3 **Amendments; Other Agreements.**

a. **Unilateral Amendments.** The Company may amend this Agreement by providing written notice of the amendment and its effective date to Agent thirty (30) or more days before the proposed effective date of such amendment. The amendment will automatically become effective without Agent's written agreement unless Agent notifies the Company that Agent is terminating this Agreement before the effective date of the amendment.

b. **Amendments to Comply with Laws and Regulations.** The Company may amend, revise or supplement this Agreement with written notice to Agent in order to maintain compliance with Medicare Laws and Regulations and any applicable state, federal or local statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidelines, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Agent and shall not require the consent of Agent.

c. **Agreements for Sale of Other Products.** Nothing in this Agreement shall preclude Agent from entering into agreements with the Company for the sale of any Company products other than the Products, and no provision of this Agreement shall be construed to supplant or modify any provision of any such agreements.

d. **Prior Agreements.** The Company and Agent agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between the Company and Agent and will, upon execution by the parties, supersede any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the parties, hereby cancelled, except with respect to any compensation or commissions payable thereunder, which compensation or commissions shall continue to be paid in accordance with the terms thereof.

5.4 **Insurance.** Agent shall maintain the following insurance coverages:

a. If Agent is an employer of one or more employees, workers compensation and employers liability coverage with minimum limits of:

i. Workers Compensation-Statutory as required by law.

ii. Employer's Liability-

Bodily injury by accident: \$1,000,000 each accident

Bodily injury by disease: \$1,000,000 each employee

Bodily injury by disease: \$1,000,000 policy limit

b. Agent's Errors and Omissions Insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate (\$3,000,000 annual aggregate if Agent is authorized to promote and market AARP branded Products).

c. If Agent has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Agent agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Agent need not exercise such option if the superseding insurer will accept all prior claims.

d. None of the foregoing requirements as to the type and limits of insurance to be maintained by Agent are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agent under this Agreement. Each of Agent's insurance policies shall:

- i. be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided;
- ii. be issued by companies that have an A.M. Best rating of not less than "A-" and are in a size category which is not lower than "VIII;"
- iii. be primary and noncontributory with any of the Company's insurance;
- iv. name the Company as an additional insured; (except workers compensation, employers liability and professional liability coverages) and provide the Company with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

Upon request of the Company, Agent shall cause its insurance carriers, brokers or agents to issue certificates of insurance to the Company evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance shall be grounds for immediate termination of this Agreement.

5.5 **Waiver.** Failure of the Company to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of its rights to exercise the same at any time.

5.6 **Notice.** Any and all notices required or permitted to be given hereunder shall be in writing and may be sent by (i) personal delivery, (ii) commercial messenger service overnight delivery, (iii) United States Postal Service or (iv) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any) to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 5.6.

If to Company: United HealthCare Insurance Company
Ovations
9900 Bren Road East
Minnetonka, MN 55343
Attention: Sr. Vice President of Distribution
Facsimile: 952-936-1396

with a copy to:

United HealthCare Insurance Company
Ovations
9900 Bren Road East
Minnetonka, MN 55343
Attention: Ovations Senior Legal Counsel
Facsimile: 952-936-4933

If to Agent: To Agent's address last known by the Company.

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

5.7 **Compliance with Applicable Law; Severability.** In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

5.8 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota but otherwise without regard to conflicts of law principles.

5.9 **Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by any Federal or State governmental authority with competent jurisdiction over the subject matter hereof, including, but not limited to, CMS, shall be binding upon and enforceable against the parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.

5.10 **Survival of Terms.** The parties' respective rights and obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive. This includes, by way of example but is not limited to, the obligations provided in the following Sections, Appendices and Addenda: Insurance and Indemnification, **Exhibit A**, the Medicare Regulatory Addendum, and the HIPAA Business Associate Addendum.

5.11 **Signatures Delivered by Facsimile or E-Mail.** This Agreement, any amendments to this Agreement, and any other documents related to this Agreement (such as notices, etc.) to the extent bearing a signature by the person

authorized by the respective party, but delivered by means of a facsimile machine or e-mail of a pdf file containing a copy of such executed document, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of the Company, Agent shall re-execute original forms thereof and deliver them to the Company. No party hereto shall raise the use of a facsimile machine to deliver a signed document or the fact that any signed document or agreement or instrument was transmitted or communicated through the use of a facsimile machine or e-mail of a pdf file containing a copy of an executed agreement as a defense to the formation or enforceability of this agreement or any such agreement or instrument, and each such party forever waives any such defense.

5.12 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Signature page follows.

The following exhibits and attachments are incorporated by reference into this Agreement:

- **Exhibit A** Agent Compensation Schedule
- **Exhibit B** Hierarchy Relationship Addendum
- **Exhibit C** Medicare Regulatory Addendum
- **Exhibit D** HIPAA Business Associate Addendum
- **Exhibit E** Branded Products Addendum

Executed this ____ day of _____, 20__.

AGENT CONTRACTING AS

**UNITED HEALTHCARE INSURANCE
COMPANY, on behalf of itself and its Affiliates**

(Check one)

- INDIVIDUAL**
- PARTNERSHIP**
- CORPORATION**

Print Name on License

By: _____
Authorized Signature

By: _____
Company Officer

Title: _____

Title: _____

Address

City State Zip Code

Telephone Number: _____

Fax Number: _____

E-mail: _____

Tax I.D. Number: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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