

This Agreement is entered into between Forethought Life Insurance Company, an Indiana life insurance company having its principal office at 300 N. Meridian Street, Suite 1800, Indianapolis, Indiana 46204 (hereinafter referred to as "Company," "us," "we," or "our"), and the Independent Marketing Organization, General Agent, Agency or Agent identified in the Appointment Data and Information section of this Agreement (hereinafter referred to as "Agent," "you" or "your"). This Agreement shall be effective upon its acceptance by Company at its administrative offices in Batesville, Indiana. It is agreed by the parties as follows:

APPOINTMENTS, AGENTS AND INDEPENDENT CONTRACTOR STATUS

APPOINTMENT. Company appoints you as one of its Agents for the purpose of procuring, in person and through agents appointed by us or assigned to you by us, applications for the types of insurance contracts identified in the Type of Insurance Contract Selling Authority Requested section of this Agreement (hereinafter referred to as "insurance contract" or "insurance contracts") which will be issued by Company. For the purposes of this Agreement, the term "application" shall include enrollment of persons for group insurance contracts. You and your agents appointed by us may not begin solicitation of insurance contracts until such time as we have issued a letter confirming the appointment(s).

INDEPENDENT CONTRACTOR, TAXES AND OTHER OBLIGATIONS. You are an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between you, or any other agent, and us. You shall be free to exercise independent judgment as to the persons from whom applications for insurance contracts will be solicited, and the time and place of such solicitations. As an independent contractor and not an employee of ours, all agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, postage, advertising, agent licensing fees and/or agent occupational taxes, shall be your liability and not ours.

APPOINTMENT OF AGENTS. Your subordinate agents (hereinafter referred to as "agent" or "agents") include agents appointed by you and approved by us subject to the terms of this Agreement, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must be validly licensed and execute a written agent's agreement directly with us, and such agreement shall be effective only when also accepted by us. You have no authority to modify or amend any part of such agreement. We reserve the following rights which may be exercised at our sole discretion without liability to you: (a) to refuse to contract with any proposed agent; (b) to transfer any agent(s) to a different agency hierarchy; and (c) to terminate our agreement with any of your agents under the terms of such agreement.

NONEXCLUSIVE TERRITORY. You are authorized to do business under the conditions of this Agreement in any state in which we are authorized to do business provided you are properly licensed in such state to sell such insurance contract. No territory is exclusively assigned.

RESPONSIBILITIES OF AGENTS. You shall be responsible for the fidelity and honesty of all of your agents. All monies collected, received, or which otherwise come into your control or the control of your agents, which belong to us, our annuity or insurance contract owners (hereinafter referred to as a "insurance contract owners") or applicants shall be securely held in a fiduciary capacity and shall not be used for any personal or other purposes whatsoever, but shall be

immediately paid over to us. You guarantee the payment to us of all monies intended for or owing to us, our insurance contract owners, prospective insurance contract owners, or applicants that are collected, received, or otherwise come into your control or the control of your agents.

RESTRICTED AUTHORITY OF AGENTS. Your authority to act on our behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied. You agree that you and your agents are without authority to do or perform - and expressly agree not to do or perform - the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge any insurance contract or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; or (h) deliver any insurance contract more than ten (10) days after issuance by us or fail to promptly return the delivery receipt to us. Further, you agree that you and your agents shall not: (i) violate the insurance laws of any state in which you or your agents may be soliciting applications for insurance contracts; (j) withhold any of our, the insurance contract owner's, prospective insurance contract owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on our insurance contracts; (l) induce or attempt to induce any of our insurance contract owners to discontinue payment of premiums or to relinquish any insurance contract; (m) induce or attempt to induce any of our agents to leave our service; (n) perpetrate any fraud against us or our insurance contract owners, prospective insurance contract owners or applicants; (o) fail to provide contract disclosure documents to insurance contract applicants as required by the Company or applicable state law; (p) fail to provide compensation disclosure to insurance contract applicants as required by state law; or (q) violate any Policies and Procedures of the Company.

COMMISSIONS AND CHARGEBACKS

COMMISSIONS. You shall be paid commissions in accordance with the Schedule of Commissions attached hereto and made a part hereof. We reserve the right, in our sole discretion, to amend the Schedule of Commissions at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the effective date of such change. Commissions shall be paid hereunder only for so long as you or your agent are the agent of record. Commissions are subject to chargeback in accordance with the Schedule of Commissions. You agree that if we determine, in our sole discretion, that your agent has not properly been paid commissions by you, we have the right to reduce your future commissions by the amount to which your agent is entitled. Commissions shall be payable hereunder only in accordance with the Schedule of Commissions and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of insurance contract options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this Agreement nor any commissions or other benefits to accrue hereunder may be assigned or transferred, either in whole or in part, without our prior written consent.

SET-OFFS AND CHARGEBACKS AGAINST COMMISSIONS. You agree that we may, at any time, set-off against commissions due or to become due to you, or to anyone claiming through or under you, any amount due from you or your agencies or agents to us, including any

chargebacks. If not set-off, all such amounts shall be paid to us within 30 days. You also agree that you remain legally obligated to immediately reimburse any upline IMO, agency or agent for the full amount of any chargebacks due and owing to us under this Agreement

Initials _____

which such IMO, agency or agent has paid on your behalf. We do not waive any of our rights to pursue collection of any indebtedness owed by you or your agencies or agents to us. In the event that we, or any upline IMO, agency or agent, elect to refer such indebtedness to outside collections and/or to initiate legal action to collect any indebtedness of you or your agencies or agents, you shall reimburse us or the upline IMO, agency or agent, as applicable, for the costs of collection, attorney's fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

STATEMENT OF ACCOUNT. We will furnish you a copy of your commission account weekly provided that transactions occur in your account during the previous week. Unless you notify us in writing within 30 days of the issue date of a statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

ADVERTISING AND ADMINISTRATION

REPRESENTATION. You and your agents will not represent yourself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons 65 or older, including but not limited to "certified senior advisor," until and unless you provide us with complete information regarding the nature of such certification and we approve in writing the use of such certification in connection with the sale of our products.

RESERVATIONS. We reserve the following rights at our discretion without liability to you: (a) to change commissions on any insurance contract form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any insurance contract forms; (c) to change our premium rates; (d) to reject insurance contract applications or premiums without specifying cause; and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.

ADVERTISING. You, your agencies and agents shall not use or authorize any advertisement or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

PERSONAL PROPERTY AND FUNDS. All materials used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this Agreement.

MISCELLANEOUS

LEGAL ACTION. You may not institute any administrative or legal proceedings on our behalf. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend or institute any such action and expend such sums, including attorney fees, as may in our judgment be necessary and you will be required to reimburse us for all such amounts.

INDEMNIFICATION. You agree to defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from all claims, liability or loss which result from your real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other

expense or expenditure incurred by us. This indemnification will be in addition to any liability you may otherwise have.

TERMINATION. This Agreement may be terminated without cause by either party upon at least 30 days prior written notice, or immediately, upon written notice, for cause. This Agreement shall terminate for cause in the event of your breach of any provision of this Agreement. Such termination shall not impair your right to receive commissions on insurance contracts previously issued, except if termination is because of your breach of any provision of this Agreement, in which case commissions will not be paid after date of termination. For Flexible Option plans, no renewal or contingent commissions shall be payable to you after this Agreement if terminated. Commissions payable hereunder after the termination of this Agreement shall be paid only so long as such commissions exceed \$300 during any calendar year. After termination of this Agreement, all amounts owed to us hereunder are due and payable immediately without further notice or demand.

COMPLAINTS AND INVESTIGATIONS. You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceedings arising in connection with the insurance contracts marketed under this Agreement. Without limiting the foregoing:

- (a) You will promptly notify the Company of any written customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by you or your agent in connection with any insurance contract marketed under this Agreement or any activity in connection with any such insurance contract.
- (b) In the case of a customer complaint, you will cooperate in investigating such complaint and any response by you to such complaint will be delivered to the Company for approval not less than five business days prior to its being sent to the customer or regulatory authority.
- (c) The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.

CUSTOMER INFORMATION. You shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures. You shall also take reasonable steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of customer information. You agree to comply with the Company's terms of use, policies and procedures with respect to use of Company electronic systems providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems of which you become aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law.

For purposes of this Agreement, "customer information" means information in any form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased insurance contracts. Customer information includes nonpublic personal information and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an insurance contract

Initials _____

issued by the Company. Customer information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by you; (2) received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; (3) disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law of which you are aware.

For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

ANTI-MONEY LAUNDERING PROGRAM. You agree that you will remain in compliance with all applicable anti-money laundering laws and regulations. You further agree to fully cooperate and assist the Company in implementing and carrying out its anti-money laundering program as applicable to your activities under this Agreement, including providing requested customer information, following customer identification procedures, and cooperating with the required training of agents and employees including providing any requested certification and information regarding such training.

ENTIRE AGREEMENT AND CHOICE OF LAWS. Forbearance by us to insist upon compliance by you with any of the terms and provisions in this Agreement shall not be construed as or constitute a waiver thereof. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Indiana. Unless otherwise provided, all matters to be performed by us under this Agreement shall be performable at our office in Batesville, Indiana. Any amount due to either party under this Agreement shall be payable at our office in

Batesville, Indiana. Any suit arising under this Agreement between you and us shall be instituted and litigated in Ripley County, Indiana.

This Agreement supersedes all prior agreements, either oral or written, between the parties relating to the subject matter hereof.

All agreements between you and us are contained in this Agreement, including the following exhibits (if applicable) which are attached hereto and made a part hereof: (a) Schedule of Commissions; and (b) Corporate Independent Marketing Organization Guaranty Agreement.

In the event that any provision or clause of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

ASSIGNMENTS. You may not assign your rights or duties under this Agreement without the prior written consent of the Company.

NOTICES. Any notices required under the terms of this Agreement shall be sent, if to the Agent at the address set forth in the Appointment Data and Information section of said Agreement, and if to Company at: Forethought Life Insurance Company, One Forethought Center, Batesville, Indiana 47006, or at such other addresses as either party may from time to time designate to the other in writing.

CONTACT INFORMATION.

Forethought Life Insurance Company
Agent Contracting and Licensing
P.O. Box 216
Batesville, Indiana 47006-0216

Fax: 800-668-5072
E-mail: Licensing@forethought.com

Initials _____

APPOINTMENT DATA AND INFORMATION

Please Print or Type Clearly

1 GENERAL INFORMATION					
IMO/Agency/Agent Name				Federal Tax ID #	
Business Street Address		City	State	Zip Code	
Mailing Address (If different from Business Street Address)		City	State	Zip Code	
Authorized Representative-Full Name (First, MI, Last)			<input type="checkbox"/> Female <input type="checkbox"/> Male	Social Security # (Individual)	Date of Birth
Residence Street Address		City	State	Zip Code	
Residential Phone	Cell Phone	Business Phone (Required)		Fax Number	
Email Address (Required)					
IMO/Agency/Agent Beneficiary		Relationship		Social Security # (Beneficiary)	

2 IMO/AGENCY/AGENT STATEMENTS (If you answer Yes to any question, please provide details on a separate sheet and attach)	
<p>1. Have you ever been convicted of, or plead guilty to or no contest to:</p> <p>a. Any felony? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b. Any misdemeanor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c. Any violation of federal or state securities or investment related regulation? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>2. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3. Are you currently under investigation by any legal or regulatory authority? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>4. Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory authority or any securities commodities or insurance regulatory body or organization or employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>5. Has any insurance department, government agency, securities, commodities, or self-regulatory authority ever denied, suspended, revoked, barred or otherwise disciplined your membership, license, registration or disciplined you with fines by restricting your activities? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6. Have you ever had any of the following: sought protection from creditors, declared bankruptcy, had a lien or judgment, had a creditor charge off an account/payables such as bad debt or uncollectible, or had any other problems in your credit history? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>7. Are you under any legal order/judgment to make monetary payments to another person or business entity, or have you ever had your wages garnished? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	

3 TYPE OF INSURANCE CONTRACT SELLING AUTHORITY REQUESTED/DIRECT OR NON-DIRECT PAY STATUS	
<p>Check applicable box(es) and attach additional required documents. An agent number will not be assigned until all ancillary forms are submitted and in good order.</p> <p>*Verify with your Marketing Organization/General Agency prior to selecting product lines to ensure product availability.*</p> <p><input type="checkbox"/> Annuity</p> <p><input type="checkbox"/> Final Expense</p> <p><input type="checkbox"/> Medicare Supplement/Final Expense</p> <p><input type="checkbox"/> Preneed</p> <p><input type="checkbox"/> TrustGuard</p> <p><input type="checkbox"/> Check this box if you will be a License Only/Non-Direct Pay agent.</p> <p>If you are a License Only/Non-Direct Pay agent, you shall be paid commissions as agreed upon between you and your upline IMO, agency or agent. Such amounts shall be payable directly by your upline IMO, agency or agent to you. Because you are not a Direct-Pay agent, the Company has no obligation to pay any commissions to you and all such payments remain the responsibility of your upline IMO, agency or agent. You agree to indemnify the Company against, all claims for the payment of commissions in connection with this Agreement.</p>	

4 FAIR CREDIT REPORTING ACT DISCLOSURE

In compliance with the Fair Credit Reporting Act (FCRA) you are hereby notified that Forethought Life Insurance Company may obtain a consumer report, or investigative consumer report, including information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, criminal records, and employment history. Such inquiry will be made upon our receipt of your completed Agreement.

By signing this Agreement, you authorize us to make these inquiries.

You have the right to obtain a complete and accurate disclosure of the nature and scope of the investigation requested and a summary of your rights under the FCRA. Upon written request to us within a reasonable time after our receipt of this document, such additional disclosure shall be made to you in writing.

Please forward your request to:

Forethought Life Insurance Company
Agent Contracting and Licensing
P.O. Box 216
Batesville, IN 47006

Or Fax To: 800-668-5072

For additional information concerning the FCRA, you can find the complete text of the FCRA, 15 U.S.C. 1681 et seq, at the Federal Trade Commission's web site (<http://www.ftc.gov>.)

5 AUTHORIZATION FOR AUTOMATIC DIRECT DEPOSIT (ACH CREDITS)

Required for all agents paid directly by Forethought Life Insurance Company ("FLIC")

I hereby authorize FLIC to initiate automatic credit entries, and the financial institution named below to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

This authority is to remain in full force and effect until FLIC has received written notification from me of its termination, allowing FLIC enough time to act on it.

Preneed Agents Only: Commission statements for direct pay agents will be auto emailed to the email address provided in the General Information section of this Agreement.

Account Name (print): _____ Account Type: Checking Account Savings Account

**PLEASE SUBMIT A COPY OF YOUR VOIDED CHECK WITH THIS AGREEMENT
AND COMPLETE THE FINANCIAL INSTITUTION (BANK) INFORMATION BELOW:**

Bank Name: _____ Bank Telephone: (_____) _____

Bank Address: _____

City, State, Zip: _____

Account Number: _____ Bank Transit/ Routing Number: _____

ACKNOWLEDGMENTS AND SIGNATURE

6 TAXPAYER ACKNOWLEDGMENTS

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Taxpayer Identification Number; and,
2. I am not subject to backup withholding either because: (a) I am exempt from backup withholding; (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.
3. I am a U.S. citizen (including 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 you have failed to report all interest and dividends on your tax return.

7a TRAINING CERTIFICATION ACKNOWLEDGMENT FOR ALL PRODUCERS

_____ I have reviewed the Company's current Anti-Money Laundering Guidelines for Producers and I agree to fully-comply with all of the requirements set forth therein.
Initials

_____ I acknowledge that I must complete a refresher Anti-Money Laundering (AML) course every 2 years, based on a rolling 24-month period, in order to remain in compliance.
Initials

_____ I acknowledge that I must complete any additional training or certification(s) required to remain in good standing with any product or state in which I am soliciting.
Initials

7b ADDITIONAL ACKNOWLEDGMENTS FOR ANNUITY PRODUCERS

_____ I acknowledge that I must complete Annuity Product Training before soliciting an annuity application.
Initials

_____ I have completed Anti-Money Laundering (AML) training online via LIMRA.
Initials

OR

_____ I have completed Anti-Money Laundering (AML) training via another insurance company or a third party provider subject to the requirements of the USA PATRIOT Act. I have provided suitable proof of the alternate training. The training included, at a minimum: (a) how to identify red flags and signs of money laundering; (b) what roles producers have in AML compliance; (c) what to do once a red flag or suspicious activity is detected; and (d) the disciplinary consequences for non-compliance with the Act.
Initials

AML Training Program Provider	Training Date
-------------------------------	---------------

_____ I acknowledge that in addition to a base AML course from LIMRA or another approved training program provider, I must complete a refresher course every 2 years, based on a rolling 24-month period.
Initials

ADDITIONAL ACKNOWLEDGMENTS FOR INDEXED ANNUITY PRODUCERS:

_____ I acknowledge that I will read the Company's annuity product disclosure statements and the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities. I acknowledge I will not make statements that differ from those made in the disclosure statements.
Initials

_____ Furthermore, I acknowledge that I understand the following:
Indexing is a method and formula for calculating interest, and may include such concepts and terms as participation rate, index cap, index spread, monthly averaging, point-to-point, and index averaging period.
Initials

_____ The Company's annuity products are not registered security or stock market investments and do not directly participate in any stock or equity investments.
Initials

_____ While the interest credited to these annuities is calculated by a formula linked in part to the Standard & Poor's 500[®] Index, the annuity performance will not match the performance of that Index. The actual interest credited may be zero percent, although there are minimum guaranteed values, which may be subject to withdrawal charges and interest adjustments.
Initials

_____ The final decision regarding the premium allocation between a fixed account strategy and an indexed account strategy of an annuity product is the annuity owner's, based on their individual situation, needs and goals, and that I may not act as a registered investment advisor.
Initials

_____ No representation, prediction, or guarantee of future interest performance may be made at any time, and past performance is never an indication of future performance.
Initials

_____ The products are intended for retirement funding or other long-term accumulation needs with substantial contract-imposed penalties. As such, they may not be appropriate for all consumers.
Initials

_____ I will provide a copy of the Disclosure Statement and Buyer's Guide to all annuity applicants.
Initials

8 GENERAL ACKNOWLEDGMENTS

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

I further certify that I have reviewed this Agreement and further understand that if any information provided in said Agreement is found to be incorrect or incomplete, it will be grounds for rejecting this Agreement or for termination of said Agreement for cause, all at the sole discretion of Company.

Please complete the applicable Section 9a or 9b:

9a AGENCY/AGENT SIGNATURE

IN WITNESS WHEREOF, Agency/Agent has caused this Agreement to be executed either individually or by their duly authorized representative as of the date set forth below.

AGENCY/AGENT

Print Name / Title

X _____
Agency/Agent Signature

Date

9b IMO/GA SIGNATURE

IN WITNESS WHEREOF, Independent Marketing Organization and Company have caused this Agreement to be executed either individually or by their duly authorized representatives as of the dates set forth below.

**INDEPENDENT MARKETING ORGANIZATION/
GENERAL AGENCY**

FORETHOUGHT LIFE INSURANCE COMPANY

Name / Title

By: _____
Name / Title

Date

Date

X _____
IMO/GA Signature

X _____
Signature

Marketing Organizations must submit all properly completed forms to the Company. In order to have an agent number assigned, all forms must be properly completed and in good order.

Fax All Pages of Agreement To:
Forethought Life Insurance Company
Agent Contracting and Licensing
800-668-5072

Mail All Pages of Agreement To:
Forethought Life Insurance Company
Agent Contracting and Licensing
PO Box 216
Batesville, IN 47006-0296

E-mail Documents To:
Licensing@forethought.com

**FORETHOUGHT LIFE INSURANCE COMPANY AND FORETHOUGHT NATIONAL
LIFE INSURANCE COMPANY**

ANTI-MONEY LAUNDERING GUIDELINES FOR PRODUCERS

Revised July 7, 2010

Which Insurance Products Are Covered By These Guidelines?

Except as noted, these Guidelines apply to individual (i.e., non-group) Preferred policies, individual Final Expense/Senior Market Life policies, and individual annuity contracts. We use the term "Covered Products" to refer to these products. Group life and group annuity products are not considered Covered Products.

The section of these Guidelines on the receipt of Cash and Cash Equivalents applies to all Forethought insurance products.

Why Are These Guidelines Necessary?

Under federal law, all life insurers offering individual insurance products with features of cash value or investment must implement and maintain an anti-money laundering program and must report certain suspicious activities to federal authorities. The regulations specify that insurers must integrate agents and brokers into their anti-money laundering programs.

What Is Money Laundering?

Money laundering involves processing funds derived from criminal activity to disguise their illegal origin. Money laundering may also involve processing funds from an organization associated with terrorism to disguise the source of the funds. Money laundering typically takes place through a series of transactions designed to move funds, step-by-step, further and further away from the original, usually illegal, source and then re-integrate them into the stream of legitimate commerce. If an insurance product is involved in money laundering, it may be just one link in a chain of transactions designed to disguise the source of funds.

How Is Money Laundered Through An Insurance Product?

Money laundering using an insurance product might involve, for example, an individual who purchases a single premium life insurance or annuity contract and then returns the contract for a refund of premium during the "free-look" period or surrenders the contract for cash value soon after inception. More examples of suspicious activities are discussed below in the section on How Do I Spot Suspicious Activity?

What Is My Role In Forethought's Anti-Money Laundering Program?

Agents and brokers are Forethought's "eyes and ears" for spotting suspicious activity and our first line of defense for deterring the use of our products for money laundering. You will be

**Forethought Life Insurance Company
Anti-Money Laundering Guidelines For Producers**

asked to obtain certain information about new Contract Owners and verify their identity. By "Contract Owner" we mean any person who applies for, and will be named as the owner of, a Covered Product, including any co-owner. You also must look for suspicious activity and report it to us.

What Must I Do To Verify A Customer's Identity?

For all new business involving Covered Products, you must obtain sufficient information about each new Contract Owner to allow you to form a reasonable belief that you know the true identity of the Contract Owner(s). The procedures required to verify a Contract Owner's identity for various Covered Products are described below.

Preneed, Final Expense and Senior Market Life Policies

For all new business involving individual Preneed, Final Expense or Senior Market Life policies, you must obtain sufficient information about the new Contract Owner for you to form a reasonable belief that you know the true identity of each new Contract Owner before a contract is issued or within a reasonable period of time thereafter. Such information about the new Contract Owner may include: (1) name; (2) date of birth; (3) mailing address; and (4) an identification number. In the case of a legal entity, such as a trust, the identification number should be the entity's taxpayer identification number. In the case of an individual, the identification number should be the individual's Social Security number if the person has one. If the person does not have a Social Security number, you may obtain a valid passport number and country of issuance, U.S. alien ID card number, or number and country of issuance for any other valid government-issued ID with evidence of nationality and a photo.

Generally, you will collect such identifying information for new Contract Owners as specified on the appropriate Forethought Application for a Covered Product.

The identity of a new Contract Owner must be further verified as follows:

1. If reasonably available, you should examine an unexpired driver's license or other valid government-issued ID card with a photo and evidence of residence or nationality.
2. If such an ID is not reasonably available, you should take other appropriate steps to form a reasonable belief that you know the true identity of the new Contract Owner. Such steps might include the following:
 - a. An in-person meeting at the individual's residence or place of work;
 - b. Having personal knowledge of the individual's identity—for example, the individual is your friend or colleague;

**Forethought Life Insurance Company
Anti-Money Laundering Guidelines For Producers**

- c. Verifying the Contract Owner's identity by comparison of information provided by the Contract Owner with information obtained from a consumer reporting agency, public database or other source.

For policies issued to a trust or other legal entity, you may be asked to obtain a copy of the entity's trust document, articles of incorporation, partnership agreement or other organizational document.

Annuities

For all new business involving individual annuities, you must collect the following information about each new Contract Owner: (1) name; (2) date of birth, for an individual; (3) residential or business address (a P.O. Box number is not sufficient); and (4) identification number. In the case of a legal entity, such as a trust, the identification number should be the entity's taxpayer identification number. In the case of an individual, the identification number should be the individual's Social Security Number. If the individual does not have a Social Security number, you may obtain a valid passport number and country of issuance, U.S. alien ID card number, or number and country of issuance for any other valid government-issued ID with evidence of nationality and a photo. Generally, you will collect identifying information for new Contract Owners as specified on the appropriate Forethought annuity Application.

For annuities issued to individuals, you must meet in person with at least one Contract Owner and examine the individual's unexpired driver's license or other government-issued ID card with a photo and evidence of residence or nationality.

We may make alternative methods of verifying a Contract Owner's identity available to you, in which case we will notify you of the alternative method.

For annuities issued to a trust or other legal entity, you may be asked to obtain a copy of the entity's trust document, articles of incorporation, partnership agreement or other organizational document. In some cases, you may be asked to obtain information about the beneficial owners of the legal entity. Generally, we seek information about beneficial owners only where an annuity has a value of \$1 million or more and we determine that the transaction presents sufficient risk of money laundering that obtaining information about beneficial owners is advisable. We will let you know if information about beneficial owners is required.

Forethought's policy is to limit annuity sales to permanent, lawful residents of the U.S.

How Do I Spot Suspicious Activity?

The list below suggests various "red flags" that may cause you to suspect money laundering. The list is meant to provide you with typical indicators of suspicious activity, but it is not exhaustive. You may encounter other circumstances that cause you to suspect improper activity. You should report any suspicious activity to us, even if it does not involve one of the red flags mentioned below.

Forethought Life Insurance Company
Anti-Money Laundering Guidelines For Producers

We use the term "Customer" below to mean the Contract Owner, the annuitant or any other person involved in the sale of a Covered Product, depending on the context.

Common "red flags" for money laundering include the following:

- The purchase of a Covered Product inconsistent with the Customer's needs or involving premium payments that exceed the Customer's apparent means.
- Unusual payment methods, such as structured payments involving Cash Equivalents, such as cashier's checks, money orders or traveler's checks, that appear to be designed to avoid reporting requirements. For example, a Contract Owner who wishes to make a large single premium payment with several cashier's checks, each made out for \$10,000 or less, should raise a red flag. (Cash Equivalents in amounts of \$10,000 or less can be purchased with cash without triggering federal currency reporting requirements at the time of purchase.) Note that you **MUST NOT** accept cash payments for the sale of annuities or Senior Market Life policies.
- Payment with a check or wire transfer payable through a non-U.S. or non-Canadian bank.
- Early termination or return of a Covered Product, especially at a cost to the Customer, or where payment is made by, or the Contract Owner requests that a refund check be directed to, an apparently unrelated third party. Note that our policy is not to permit payment to unrelated third parties.
- An unusual pattern of returns during the "free-look" period or an unusual pattern of early surrenders.
- A request to transfer the benefit of a Covered Product to an apparently unrelated third party.
- A Customer shows little concern for the investment performance of the product, but much concern about the early termination features of the product.
- A Customer is reluctant to provide identifying information when purchasing a product, or provides minimal or seemingly fictitious information.
- A Customer borrows the maximum amount available soon after purchasing a product.
- A Customer's account has unexplained or sudden extensive transfer activity without any apparent legitimate purpose.
- For no apparent reason, a Customer has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.

**Forethought Life Insurance Company
Anti-Money Laundering Guidelines For Producers**

- A Customer exhibits lack of concern regarding risks, commissions or other transactional costs.
- A Customer requests that a transaction be processed in such a manner so as to avoid our normal documentation requirements.
- A Customer or a person associated with the Customer has a questionable background or is the subject of news reports indicating possible criminal, civil or regulatory violations.
- A Customer transfers funds to or from a jurisdiction identified by the Financial Action Task Force as a “non-cooperative country or territory” (NCCT). There currently are no countries on the NCCT list. The most recent NCCT list can be found at www.fatf-gafi.org.
- A Customer is a citizen of any of the jurisdictions identified by the U.S. State Department as countries whose government sponsors international terrorism. The countries currently identified by the State Department are Cuba, Iran, Sudan and Syria. The most recent list of countries identified as sponsors of terrorism can be found at <http://www.state.gov/s/ct/c14151.htm>.

What Should I Do If I Suspect Money Laundering?

If you take an application or encounter a transaction that causes you to suspect actual or attempted money laundering, you should suspend the transaction and promptly contact us at the number listed below. You must contact us even if you have an independent duty to file a Suspicious Activity Report.

You should not give the Customer any indication of your concern or make any comment that could be construed as an accusation of improper or illegal activity. If we file a Suspicious Activity Report with federal authorities, you may not disclose the filing to any person.

What Is Forethought’s Policy On The Acceptance of Cash?

Unless you have been informed by us in writing of a specific exception, you must not accept cash on our behalf. If you accept a premium payment in currency or certain currency equivalents, it is your duty, and not Forethought’s, to comply with federal reporting requirements. Forethought sought and received guidance from the IRS on this point.

**Forethought Life Insurance Company
Anti-Money Laundering Guidelines For Producers**

What About Products Not Covered By These Guidelines?

If you suspect improper or illegal activity involving any Forethought product, you must contact us at the number listed below even if the product is not covered by these Guidelines.

How Do I Contact Forethought Concerning Matters Relating To These Guidelines?

To report suspicious activity or if you have any questions about these Guidelines, please contact Forethought at 1-800-331-8853.

CERTIFICATION OF PARTICIPATION IN FORETHOUGHT ANTI-MONEY LAUNDERING PROGRAM

I CERTIFY that I have read and understand Forethought®'s Anti-Money Laundering Guidelines.

I understand that my failure to follow the Guidelines could result in the termination of my appointment with Forethought.

In addition, I have received AML certification from _____ on
(name of provider)

(month, day & year completed)

Agent Signature

Date

Agent Name (Printed)

Agent Number

Mail to:

Forethought Life Insurance Company
Attn: Annuity Licensing
PO Box 296
Batesville, IN 47006

Fax to:

Forethought Annuity Services
(800) 668-5072

Business Phone:

(877)-244-7526

Email to:

licensing@forethought.com

GENERAL AGENT SCHEDULE

This Schedule of Commissions for Annuity Sales ("Schedule") is an addendum to the Insurance Selling Agreement ("Agreement"). This Schedule is for Forethought Life Insurance Company ("FLIC") annuity contracts sold under the Agreement which are issued on or after the Schedule Effective Date.

Product	Age	Commission Rate ¹
Bonus AdvantageSM (Rates 1.00% less in AK, DE, MD, MN, NV, OH, OK, OR, SC, TX, UT, WA) Available ages 0-75 if sold without the Optional Income Benefit Rider	55-75 76-80	7.00% 5.00%
Index Bonus 115SM (Rates 1.00% less in AK, CT, DE, FL, MN, NV, OH, OK, OR, SC, TX, UT, WA)	0-75 76-85	8.00% 6.00%
Income 125+SM (Rates 1.00% less in AK, CT, DE, FL, MN, NV, OH, OK, OR, SC, TX, UT, WA)	0-75 76-85	7.00% 5.00%
ForeFrontSM (Rates 1.00% less in AK, CT, DE, MD, MN, NV, OH, OK, OR, SC, TX, UT, WA) Available ages 0-75 if sold as ForeSavings	55-75 76-80	7.00% 5.00%

¹Commissions are expressed as a percentage of the initial premium of deposit.

Bonus Advantage Contract Series numbers – FA1201SPDAX-01, 02, GA1201SPDAX-02 and FA1201SPDAXL-02
Index Bonus 115 & Income 125+ Contract Series numbers – FA2001SPDAX, FA2001SPDAXL or GA2001SPDAX
ForeFront Contract Series numbers – FA1201SPDAX-01, 02, GA1201SPDAX-02 and FA1201SPDAXL-02

FLIC, in its discretion, may pay to any agent below You in the agent hierarchy the commissions due such agent. Your effective commission rate will depend on the agents in the hierarchy. Commissions are paid daily as earned.

Commission Chargebacks

Withdrawals, including Required Minimum Distributions, are subject to commission chargeback, regardless of whether withdrawal charges are incurred. A commission chargeback will be applied as provided below:

If the Owner dies or if the contract has a partial or total withdrawal, within one year following the issue date, there will be a chargeback against commissions paid. The chargeback is 100% for months 1 through 12. Any rescission, regardless of contract year, will result in 100% commission chargeback. A commission chargeback will not apply for the election of the Guaranteed Lifetime Income Benefit.

Termination of the Agreement shall not terminate FLIC's right to chargeback commissions.

Commission Hold Procedure

Delivery Receipts are required in all cases. When the initial premium for an annuity contract generates a commission greater than \$15,000, the portion of the commission that exceeds \$15,000 will be released thirty (30) days after the Batesville Administrative Office receives the signed Delivery Receipt.

No commission shall be paid on the sale of a contract which involves the total or partial replacement of a contract issued by FLIC or any of its affiliates.

ACCEPTED AND AGREED TO:

Agency/Agent Signature

Date



ELITE GENERAL AGENT SCHEDULE

This Schedule of Commissions for Annuity Sales (“Schedule”) is an addendum to the Insurance Selling Agreement (“Agreement”). This Schedule is for Forethought Life Insurance Company (“FLIC”) annuity contracts sold under the Agreement which are issued on or after the Schedule Effective Date.

Product	Age	Commission Rate ¹
Income 150+SM <small>(Commissions paid based on the Issue age of the Oldest Owner)</small>	55-75 76-80	7.00% 5.00%
ForeCareSM <small>(Commissions paid based on the Issue age of the Insured)</small>	50-75 76-80	6.00% 3.00%
SecureFore 3SM <small>(Commissions paid based on the Issue age of the Oldest Owner)</small>	0-80 81-85	1.80% 0.90%
SecureFore 5SM <small>(Commissions paid based on the Issue age of the Oldest Owner)</small>	0-80 81-85	2.50% 1.25%
SecureFore 7SM <small>(Commissions paid based on the Issue age of the Oldest Owner)</small>	0-80 81-85	3.00% 1.50%

¹ Commissions are expressed as a percentage of the initial premium or deposit.

Income 150+ Contract Series numbers – FA1201SPDAX-01, FA1201SPDAX-02, GA1201SPDAX-02 and FA1201SPDAXL-02
ForeCare & SecureFore 3, 5, & 7 Contract Series numbers – FA1101SPDA-01 and GA51101SPDA-01

FLIC, in its discretion, may pay to any agent below You in the agent hierarchy the commissions due such agent. Your effective commission rate will depend on the agents in the hierarchy. Commissions are paid daily as earned.

Commission Chargebacks

Withdrawals, including Required Minimum Distributions, are subject to commission chargeback, regardless of whether withdrawal charges are incurred. A commission chargeback will be applied as provided below:

If the Owner dies or if the contract has a partial or total withdrawal, within one year following the issue date, there will be a chargeback against commissions paid. The chargeback is 100% for months 1 through 12. Any rescission, regardless of contract year, will result in 100% commission chargeback. A commission chargeback will not apply for the election of the Guaranteed Lifetime Income Benefit.

Termination of the Agreement shall not terminate FLIC’s right to chargeback commissions.

Commission Hold Procedure

Delivery Receipts are required in all cases. When the initial premium for an annuity contract generates a commission greater than \$15,000, the portion of the commission that exceeds \$15,000 will be released thirty (30) days after the Batesville Administrative Office receives the signed Delivery Receipt.

No commission shall be paid on the sale of a contract which involves the total or partial replacement of a contract issued by FLIC or any of its affiliates.

ACCEPTED AND AGREED TO:

 Agency/Agent Signature Date

 Date

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> </tr> </table> - <table border="1" style="width: 20px; height: 20px;"> <tr> <td style="width: 20px;"> </td> </tr> </table> - <table border="1" style="width: 40px; height: 20px;"> <tr> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> </tr> </table>									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> <td style="width: 25px;"> </td> </tr> </table> - <table border="1" style="width: 40px; height: 20px;"> <tr> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> <td style="width: 10px;"> </td> </tr> </table>									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.