



Dear Potential USAvision Agent ,

Thank you for your interest in USAvision, and your potential appointment as an Agent representing our company. Enclosed you will find the following **documents which are required to complete your appointment** with USAvision:

1. Agent Application (2 pages);
2. Agent Contract with Business Associate Agreement (8 pages);
3. W9 (1 page) (for either you or a 3rd party)

Along with the completed documents from above, you will also need to **include a copy of the following**:

1. A valid health/life insurance license for each state you intend to conduct business in for USAvision;
2. Proof of current Errors & Omissions (E&O) coverage which specifically names you as a covered individual.

If you are **assigning commissions** to someone other than yourself, you must also include the following:

1. A valid health/life insurance license for each state they (3rd party) intend to conduct business in for USAvision;
2. Proof of current Errors & Omissions (E&O) coverage which specifically names the 3rd party as a covered entity/individual;
3. W-9 for the 3rd party.

Please send your completed forms, license and E&O by one of the following methods:

Surface Mail: USAvision Inc.
Agent Appointments
3851 E. Tuxedo Blvd, Suite C
Bartlesville, OK 74006

Email: AgentSupport@USAvision.net

Fax: 888-959-4393

Once we receive your completed documents and your appointment is finalized, we will email you a welcome letter, vision plan summaries and pricing.

If you should have any questions regarding any aspect of your appointment, please do not hesitate to contact me at agentsupport@usavision.net

Regards,

Director of Agent Support
USAvision, Inc.

Section E: Appointment Questionnaire

- Have you ever been convicted of a felony? Yes No
- Do you owe any unpaid balance to any insurance company, general agent or manager? Yes No
- Have you ever been involved in an investigation with any State Insurance Department? Yes No
- Has your license ever been suspended, cancelled or revoked by any State Insurance Department? Yes No
- Have you ever had your appointment terminated by another insurance company for any reason other than lack of production, or non-renewal? Yes No
- Have you ever been arrested or convicted of a misdemeanor other than minor traffic violations? Yes No
- Have you ever filed for bankruptcy, been sued or had a judgement entered against you? Yes No
- Have you ever been refused a bond or had a bond cancelled for cause by any company? Yes No

Any answer of **Yes** to the above eight questions requires a separate statement, this is to include dates, location, basis of charge and legal documentation indicating current disposition of the case.

Section F: Assignment of Commissions (optional)

Do you want your commissions paid to a 3rd party? Yes No

If you answered 'Yes', please complete the following:

Pay To - Name	<input type="text"/>
Address Line 1	<input type="text"/>
City, State & ZIP	<input type="text"/>
Phone	<input type="text"/>
	FEIN/SSN <input type="text"/>

Section G: ACH Deposit of Commissions

I (we) authorize USAvision Inc. to deposit any commissions due to me into the Financial Institution account listed below. I understand that at any time my account is in credit balance, no earnings will be deposited until earnings are at least **\$30**. This authority is to remain in effect until such time USAvision Inc. has received written notification from me of its termination in such a manner as to afford USAvision Inc and the 21 days to act upon it.

Financial Institution	<input type="text"/>
Institution Phone	<input type="text"/>
Account Number	<input type="text"/>
	Routing Number <input type="text"/>

Transactions to your banking institution will take place within 10 days following each commission cycle. Amount deposited will be determined by the cash receipts and postings to our accounts from your brokered group contracts currently in-force. Commissions will not be paid until the next commission cycle for any brokered groups whom had failed to remit monthly premium payments within the time allotted. Detailed commission statements are sent via secure email.

Section H: Acknowledgement

The above information is true and complete. I understand that false statements on this form may be sufficient cause for termination. I have read the Agent Contract and understand that if these guidelines are not followed, the result will be termination of the Contract. A digital reproduction of this authorization shall be considered as effective and as valid as the original. I hereby authorize USAvision and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal, motor vehicle record and/or it agents and any person or entity, which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits in regards to the information obtained from any and all of the above referenced sources used. I understand that this form serves as notification that a report will be requested and used for the purpose of evaluating me for appointment as an Agent for USAvision Inc.

Signature	<input type="text"/>	Date	<input type="text"/>
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Section I: Final Instructions

Please provide the following documents with the Agent Appointment application:

1. A **full** and signed copy of the Agent Agreement (Contract).
2. Copies of **valid** life/health insurance licenses for each state you intend to conduct business in.
3. A copy of a **current** Errors & Omissions Policy (which specifically names you as a covered individual).
4. If assigning commissions to a 3rd party, you **must** provide a copy of said 3rd party's insurance license and E&O.
5. You **must** provide a completed W9 form, either for you, or if assigning commissions to a 3rd party.

Failure to provide any and all of these items will delay your appointment and therefore commission payments until such valid documents are received.



Agent Contract & Business Associate Agreement

Agent Name: _____

Agency Name (if applicable): _____

Agent SSN or FEIN: _____

1 Parties

The parties to this Agreement are the Agent named above and USAvision Inc. ("Company") with which Agent is licensed to solicit insurance policies (hereinafter referred to singly or collectively as "Agent").

2 Appointment and Authority

The Company hereby authorizes the above-named Agent, subject to terms and conditions of this Agreement, to solicit and procure applications with the Company, to collect the initial premium or prepayment of expenses thereon, and to furnish receipts for same on Company-approved forms. The authority granted there under shall extend only to policies and contracts of the kind or kinds described in the Compensation Schedule attached to and forming a part of this Agreement on its effective date, or as may subsequently be authorized by the Company through the issuance to Agent of additional Compensation Schedules. Agent shall have no authority to obligate, bind or otherwise act for the Company except as is expressly granted herein or as may be subsequently granted in writing signed by an officer of the Company.

3 Territory

The authority conferred upon Agent under the terms of this Agreement is limited to the jurisdictions in which each Company is licensed to do business and Agent is licensed as required by law to perform the functions specified herein. Specific policy forms shall not be solicited or delivered in any jurisdictions that require regulatory approval thereof, until, such approval has been obtained by the Company.

4 Duties and Responsibilities

Agent shall comply with such Company policies, guidelines and directives as may be issued from time to time and communicated to the Agent as such, and with the laws and regulations of any jurisdiction to which Agent may be subject. Specifically, but without limitation, Agent shall:

- a. Comply with any applicable rules and regulations regarding the preparation of appropriate forms, delivery of them to applicants and the provisions of notices and other required forms and information to the Company;
- b. Promptly transmit to the Home Office of the Company, or to such person designated by the Company, applications received, together with any initial premium payments or prepayment of expenses collected with respect to such applications;
- c. Promptly deliver to the purchaser or contract holder all contracts issued by the Company and transmitted to Agent for delivery;
- d. Submit to the Company for its written approval prior to use, any advertising material bearing its name or relating to specific products issued by the Company;
- e. Promptly repay to the Company (1) any compensation paid on policies which are rescinded with a return of premiums and (2) any compensation advanced by the Company with respect to policies returned during any applicable "right to examine" period;

f. Immediately notify the Company upon receiving any notice or paper concerning any legal action against the Company;

g. At all times, maintain all appropriate licenses and Errors & Omissions coverage to engage in any transaction contemplated by this Agreement, including compliance with applicable state continuing education requirements. Agent must provide USAvision with copies of renewed licenses and/or Errors & Omissions coverage upon renewal.

1. If USAvision does not receive a copy of Agents' renewed documents by the expiration date, USAvision will send Agent a courtesy notice of expired documents. After 30 days of non-receipt of renewed documents, an administrative hold will be placed on Agents' commissions. After 60 days of non-receipt, Agent's active groups and commissions for those groups will be moved to the USAvision house account.

5 Limitations

Anything herein or otherwise to the contrary notwithstanding, it is further agreed:

a. That the Agent has no authority to: (1) bind the Company by an agreement, representation or promise made by him, or by knowledge of facts affecting the Company's business made known to him, or (2) waive or modify any of the terms and conditions of the Company's policies and related forms or instructions, (3) incur any debt or liability in the Company's name or behalf, (4) extend credit in relation to premiums, contributions or otherwise.

b. That the Agent may not receive funds due the Company, except in both accordance with the Company's instructions and in exchange for an appropriate receipt, and shall hold any such funds in trust for the Company and shall promptly account for and remit the same to the Company.

c. The Agent has no authority to accept for the Company any renewal contribution or premium paid on any policy of the Company, and payment or delivery of such renewal contribution or premium to the Agent will not be considered as having been received by the Company until the Company receives such funds therefore.

6 Compensation

As compensation for the sale, Agent shall be paid such amounts for each class of product sold during the term of this Agreement as set forth in the Compensation Schedule which is attached to and forms a part of this Agreement. Such schedules may be changed from time to time by the Company by deletion, substitution or addition of new Schedules, provided that any new Schedules so added or substituted shall apply only to policies applied for on or after the effective date of the applicable new Schedule. Following termination of this Agreement, Agent shall be entitled to further compensation on business written under this Agreement as provided in the applicable Schedules. Any amounts paid subsequent to the termination of this Agreement, are subject to the provisions of paragraphs 7 and 13 hereof. Upon the death of Agent, if a natural person, any amounts otherwise payable under the terms of this Agreement shall be paid to his/her estate. It is understood that the Company shall be responsible for the payment only of the amounts specified in the Schedules issued by it as part of this Agreement.

7 Indebtedness

The Company may offset against compensation due, or to become due, hereunder any amounts owed by Agent to the Company or to any affiliate of the Company, and the amount of such indebtedness shall be and remain a first lien against such compensation until the indebtedness has been paid in full. For purposes of this paragraph, affiliate shall mean any corporation directly or indirectly controlling, controlled by, or under common control with the Company. This provision shall survive the termination of this Agreement.

8 Accounts, Records and Equipment

Agent shall maintain accurate records concerning all business transacted pursuant to this Agreement. All records, books of account and documents shall be the property of the Agent and shall be open to inspection, copying and audit by representatives of the Company at all times. Agent agrees to take appropriate measures to protect the confidentiality of the records of the Company and insured.

9 Assignment

Agent shall not assign this contract or any compensation accruing hereunder without the prior written consent of an authorized official of the Company. The Company assumes no responsibility for the validity or effects of an assignment, or for determining the income tax consequences thereof.

10 Termination

The Agreement will terminate if after a cure period of thirty (30) days from the date of written notice, no possible rectification occurs:

- a. At the sole discretion of either party, upon thirty (30) days written notice of termination given by either party to the other;
- b. Immediately for breach of any of the terms of this Agreement, upon written notice provided to the breaching party;
- c. On a date mutually agreed upon by Company and Agent;
- d. Upon revocation of Agent's license by any State or Province Insurance Department;
- e. On the death or adjudication of incompetence of Agent if Agent is a natural person;
- f. On the dissolution of the corporation if Agent is a corporation;
- g. Upon commencement of voluntary or involuntary bankruptcy proceedings with respect to Agent;
- h. Failure to provide written response to written notice of modification of this agreement.

Authority to solicit applications with respect to a particular product or products shall terminate upon thirty (30) days written notice of termination of the applicable Commission Schedule given by the Company to Agent. Such action shall not affect the continuance of this Agreement with respect to any products not specified in the notice.

11 Waiver

Failure of the Company to insist upon strict compliance by Agent with any of the terms or conditions of this agreement shall not be construed as a waiver of such terms or conditions with respect to any subsequent default or failure of performance.

12 Relationship of the Parties

Nothing in this Agreement shall be construed to create an employment relationship between Agent and the Company. Agent, as an independent contractor, shall determine the persons to solicit and the time and manner in which to perform the services required to be performed under the terms of this Agreement. Agent hereby acknowledges the status of independent contractor with respect to the Company, and where applicable agrees to be responsible for all taxes as a self-employed independent contractor.

13 Forfeiture

Anything in this Agreement to the contrary notwithstanding, fraud or misrepresentation in connection with any Company business, failure to promptly remit funds collected on behalf of the Company, or willful violation of any of the terms of this Agreement shall result in the immediate termination of this Agreement if then in force and the immediate termination of Agent's right to any further compensation otherwise payable hereunder. This paragraph shall survive the termination of this Agreement.

14 Releases From Prior Agreements

This Agreement supersedes any prior agreement, contract or understanding between the parties hereto relating to solicitation with the Company by Agent. Commission's payable on any policies written under any such prior agreements shall be determined and paid as specified therein. The rights of lien and offset for the security of any indebtedness due to the Company under such prior agreements are hereby reserved and continued.

15 Business Associate Agreement

WHEREAS, USAvision and Business Associate have entered into that certain Administrative Services Agreement (the "Services Agreement"), providing that Business Associate will perform certain duties in connection with USAvision as the parties may have designated;

WHEREAS, the functions and activities which Business Associate will perform or with which it will assist in the performance on behalf of USAvision under the Services Agreement will qualify it as a business associate of USAvision within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations thereunder (45 C.F.R. Parts 160-164), as the same may be amended from time to time (the "Privacy Rule");

WHEREAS, the activities of USAvision in providing vision and dental benefits to participants in USAvision qualify USAvision as a covered entity within the meaning of the Privacy Rule; and

WHEREAS, the Privacy Rule requires, among other things, that as a covered entity USAvision obtain assurances from Business Associate as USAvision's business associate that it will properly safeguard the confidentiality of protected health information before USAvision may disclose such information to Business Associate or allow Business Associate to create or receive protected health information on behalf of USAvision.

NOW, THEREFORE, in consideration of the foregoing RECITALS and for other good and valuable consideration, including renewal of the Services Agreement by the parties, USAvision and Business Associate agree as follows:

15-1. Definitions

Words and phrases used in this Agreement that are defined in the Privacy Rule shall have the meanings assigned thereto in the Privacy Rule. Capitalized words and phrases not otherwise defined herein will have the meanings assigned thereto in the Services Agreement. In the event that a word or phrase shall have been assigned conflicting meanings in the Privacy Rule, the Services Agreement and/or this Agreement, the meaning set forth in the Privacy Rule shall control over any other assigned meaning. If meanings assigned in the Services and this Agreement conflict, the meaning set forth in this Agreement shall control.

15-2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report promptly to USAvision any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. All such reports shall be made in writing and directed to USAvision, ATTN: USAvision Privacy Officer. Each such report shall contain at least the following information:
 - (i) Description of the nature of the non-permitted use or disclosure;
 - (ii) Description of protected health information used or disclosed;
 - (iii) Identity of the person who made the non-permitted disclosure or engaged in the non-permitted use;
 - (iv) Description of corrective action, if any, Business Associate took or will take to prevent further non-permitted use or disclosure;
 - (v) Description of what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
 - (vi) Such other information as USAvision may reasonably request.
- (e) In a manner consistent with the breach notification regulation provisions of the Privacy Rule set forth in Subpart D of 45 C.F.R. Part 164 ("Breach Rule"), Business Associate agrees, following the discovery of a breach of unsecured protected health information, to notify USAvision of such breach without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of such breach. Business Associate shall provide such additional information necessary or appropriate for USAvision to notify individuals affected by such breach (or to provide any other notification required in accordance with the Breach Rule),

and shall provide such required notice directly to such affected individuals (or other required recipients) as mutually agreed by the parties.

- (f) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by Business Associate on behalf of USAvision agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (g) Business Associate agrees to provide access, at the request of USAvision, and in the time and manner designated by USAvision, to Protected Health Information in a designated record set, to USAvision or, as directed by USAvision, to an individual in order to meet the requirements under 45 CFR 164.524.
- (h) Business Associate agrees to make any amendment(s) to protected health information in a designated record set that USAvision directs or agrees to pursuant to 45 CFR 164.526 at the request of USAvision or an individual, and in the time and manner designated by USAvision.
- (i) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, USAvision available to USAvision or to the Secretary, in a time and manner designated by USAvision or the Secretary, for purposes of the Secretary's determining USAvision's compliance with the Privacy Rule.
- (j) Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for USAvision to respond promptly to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (k) Business Associate agrees to provide to USAvision or an individual, in the time and manner designated by USAvision, information collected in accordance with Section 2(i) of this Agreement, to permit USAvision to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (l) In a manner consistent with the security regulation provisions of the Privacy Rule set forth in Subpart C of 45 CFR Part 164 ("Security Rule"), Business Associate shall:
 - (i) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that Business Associate creates, receives, maintains or transmits on behalf of USAvision as required by the Security Rule;
 - (ii) Ensure that any agent, including a subcontractor, to whom it provides electronic protected health information agrees to implement reasonable and appropriate safeguards to protect such information; and
 - (iii) Report in writing, at a time and in a manner determined reasonable appropriate by Business Associate under the Security Rule, to the USAvision any security incident (as defined in 45 CFR Section 164.304) of which Business Associate becomes aware.

15-3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, USAvision as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by USAvision or the minimum necessary policies and procedures of USAvision.

- (b) Except as otherwise limited in this Agreement, Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- (e) Business Associate may use and disclose protected health information as described in Section 15-5(b) in this Agreement.

15-4. Obligations of USAvision

- (a) USAvision shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) USAvision shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes affect Business Associate's use or disclosure of protected health information.
- (c) USAvision shall notify Business Associate of any restriction to the use or disclosure of protected health information that USAvision has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

15-5. Permissible Requests by USAvision

- (a) USAvision shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by USAvision.
- (b) From time to time USAvision shall certify to Business Associate the names of those persons who are authorized as required by the Privacy Rule and other applicable law to receive protected health information on behalf of USAvision. Such certification shall be in the form of Attachment A to this Agreement. USAvision shall promptly notify Business Associate in writing of any changes in such certification.

15-6. Term and Termination

- (a) This Agreement shall be effective as set forth in the first paragraph hereof and shall terminate when all of the protected health information provided by USAvision to Business Associate, or created or received by Business Associate on behalf of USAvision, is destroyed or returned to USAvision, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Upon USAvision's acquiring knowledge from any source of a material breach of this Agreement by Business Associate, USAvision shall:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within ten (10) days of the date written notice of the breach or violation is given by USAvision;

- (ii) Immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, USAvision shall report the violation to the Secretary.
- (c)
- (i) Except as provided in paragraph (ii) of this Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all protected health information received from USAvision, or created or received by Business Associate on behalf of USAvision. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.
 - (ii) In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to USAvision notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

15-7. Conflicts between this Agreement and Service Agreement

In the event of a conflict between this Agreement and the Service Agreement, this Agreement shall control and override any conflicting term of the Service Agreement. All nonconflicting terms and conditions of the Agreement shall remain in full force and effect.

15-8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as the same may be amended from time to time.
- (b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for USAvision to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (c) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit USAvision to comply with the Privacy Rule and otherwise to fulfill its legal obligations.

15-9. Execution in Counterparts.

This Agreement may be executed in one or more counterparts and all such counterparts together shall be deemed to be one and the same agreement of the Parties.

16 Modification

This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be modified only by in writing and signed by an officer of the Company and expressing a clear intent to modify this Agreement. Agent shall not be bound by any such modifications until notified of the change by delivery of a copy of such writing to Agent, or by deposit thereof in the United States or Canadian Mail addressed to Agent's last known address, and there written acknowledgement to comply is received. If acknowledgement is not received within the cure time so stipulated in Section ten (10) of this agreement, then this agreement will be so deemed, terminated.

In Witness Whereof, the parties have executed this Agreement as of the date first indicated below.

Agent

Signature: _____
(Signature Always Required)

Printed Name: _____
(Please print same name above)

Title: _____

Date: _____

General Agent (if applicable)

Signature: _____
(Signature Always Required)

Printed Name: _____
(Please print same name above)

Title: _____

Date: _____

USAvision, Inc.

Signature: _____

Printed Name: _____

Title: _____

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 (required): <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) ▶	
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.

Social security number									

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

Employer identification number									

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 ▶
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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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.



Agent Compensation Schedule

2016 Plan Year

Vision 8% Flat

Not Reduced for Larger Groups

Not Reduced at Renewal

No Sliding Scale