

# Atlantic Financial

Life • Annuity • Long Term Care

## IMPORTANT

*ALL LICENSING AND CONTRACTING APPOINTMENT  
PAPERWORK IS TO BE FAXED TO 860-331-8551 ATTENTION:  
CONTRACTING*

**Include:**

1. Contract
2. Proof of Errors & Omissions coverage
3. Attach copies of all active insurance licenses
4. Voided Check

*For faster processing please use this form as your cover page*

**Or MAIL to:**  
Atlantic Financial  
171 Market Square  
Suite 106  
Newington, CT 06111

Sincerely,

The Atlantic Financial Team

# Appointment Package Fixed (including Fixed Index) Annuity Products General Agent under MGA Agreement

This package contains all of the paperwork required by Sun Life Financial for: (1) Appointment Application and (2) General Agent under Master General Agent Agreement.



## Instructions for Producers:

1. Please complete all forms indicated below.
2. Send your completed paperwork directly to your IMO for required signature.
3. Retain a copy of all pages for your records.

## Instructions for IMOs:


1. Please sign on page 5.
2. Return the completed forms indicated below by mail or fax to:

Sun Life Financial  
Licensing Department  
P.O. Box 9133  
Wellesley Hills, MA 02481  
Fax Number: 781-304-5307

For more information or assistance, please call 1-800-367-3653 prompt #1, then prompt #2.




## 1. Complete and/or Sign

Complete all forms required for Appointment with Sun Life Financial, marked with the  symbol, as well as the W-9 form.

- Appointment Application pg. 2-5
  - Hierarchy Information
  - Personal Data (Individual or Entity if applicable)
  - States in Which I Would Like to Sell Fixed Annuity Products (including Fixed Index Annuity)
  - Broker Dealer FINRA Affiliation
  - Producer Appointment Questionnaire
  - Producer Acknowledgement
- Direct Deposit Authorization Form, if desired pg. 6
- An authorized officer will need to sign two copies of the General Agent under Master General Agent Agreement pg. 1-3 GA
- W-9 request for Taxpayer Identification and Number Certification
- Pre-Contracting Inquiry Release




## 2. Additional Attachments

Additional attachments are required on your part, and are marked throughout with the  symbol

- Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed
- Attach applicable state required appointment documents
- Attach voided check to Direct Deposit Authorization form, if desired



## 3. Save and File

Save and file all pages marked with the  symbol. **You do not need to include a copy of these forms with your completed paperwork. These are for your records.**

- A Summary of Your Rights Under the Fair Credit Reporting Act
- California Investigative Consumer Reporting Agencies Act

# Appointment Application

## Sun Life Assurance Company of Canada (U.S.)



### 1. Hierarchy Information



MGA
Co-MGA (if applicable)
GA

### 2. Personal Data (Individual and Entity if applicable)

Please PRINT clearly.

Name	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (m/d/y)
Entity Name (if applicable)		
Social Security Number	Taxpayer ID (if entity)	
Business Address		
Residence Address		
Business Phone	Residence Phone	
Fax Number	E-mail Address	

### 3. States in Which I Would Like to Sell Fixed Annuity Products (including Fixed Index Annuity)

Please PRINT clearly.

Resident State #	License #	Type	Exp. Date (m/d/y)
Non-Resident State #	License #	Type	Exp. Date (m/d/y)
Non-Resident State #	License #	Type	Exp. Date (m/d/y)



Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed.

Attach applicable state required appointment documents.

### 4. Broker Dealer FINRA Affiliation

Please PRINT clearly.

Name	CRD Number	
Address (Number and Street)		
City	State	ZipCode

If no FINRA affiliation, please check here

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## 5. Producer Appointment Questionnaire



**If any of the following questions are answered with a yes, please attach a full explanation and include applicable documentation.**

- |  | <b>yes</b>               | <b>no</b>                |
|--|--------------------------|--------------------------|
| 1. Have you ever filed a bankruptcy petition or been declared bankrupt or insolvent?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any insurer you represented, including Sun Life Assurance Company of Canada (U.S.) and/or any of its affiliated companies, ever terminated your agent's or producer's contract or appointment for any other reason than low production? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has any federal or state regulatory or supervisory agency ever taken any disciplinary action against you, including suspension or revocation of any of your licenses or other monetary or non-monetary sanction?                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have Errors & Omissions (E&O) coverage? (coverage is mandatory)  | <input type="checkbox"/> | <input type="checkbox"/> |

E&O Coverage Carrier	Policy Number
Exp. Date (m/d/y)	

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 5. Has a bonding company denied, paid on, or revoked a fidelity bond for you?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you been a party to any Errors & Omissions claim in the last five years?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. a. Do you engage in any other business under your own name or any other (D/B/A) name?  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are you or have you at any time in the past 5 years been a partner, officer or director of any other business?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Do you currently have any open state or federal levy tax lien, or garnishments?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Have you ever been convicted of or pled guilty or nolo contendere to, or are you currently charged with: (1) felony; or (2) any crime involving insurance or investments, fraud, dishonesty, false statements or omissions, wrongful taking of property, perjury, or forgery; or (3) a violation of any federal or state law?                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Are you currently party to any litigation or the subject of any investigation, or any judgments pending?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Are you in debt or do you have any unsatisfied obligations to any insurance company?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Are you aware of any complaint, investigation, or proceeding that is pending, which could result in a change to any answer provided above?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Do you use any advertisements or other sales materials, including seminars, direct mail, print, or other media, or any sales tracks, which are intended to solicit or lead to solicitation of insurance or annuity products, other than materials that are approved proprietary materials of an insurance company or its FINRA broker-dealer affiliate? | <input type="checkbox"/> | <input type="checkbox"/> |

## 6. Producer Acknowledgement



In accordance with my appointment with Sun Life Assurance Company of Canada (U.S.), a member of the Sun Life Financial group of companies ("the Company"), I acknowledge that my authority resulting from such appointment, if any, shall be expressly limited to the solicitation of applications for approved products of the Company.

In connection therewith, I agree not to:

- (i) make, alter, or discharge the Company's policies or modify any forms relating thereto;
- (ii) make any endorsements on policies; waive forfeitures; quote premium rates other than those published by the Company; guarantee or alter published dividend scales or interest rates;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the Company;
- (iv) incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- (v) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vi) issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been approved in writing by an authorized officer of the Company;
- (vii) demand or accept any remuneration in connection with or incidental to the solicitation, sale and servicing of the Company's products, except from the Company;
- (viii) become or allow any producer to become the primary delivery address for policy holder communications;
- (ix) send out any material or mailers in connection with the Company that has not been pre approved by the Company;
- (x) pay any premium to the Company on behalf of any applicant or policyholder;
- (xi) engage in any conduct which violates applicable laws, rules, and regulations in any jurisdictions.

I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time, including but not limited to those described in the Company's Market Conduct Guide for Individual Life and Annuity Producers, and all updates and amendments as may be made from time to time (the "Producers' Market Conduct Guide"), whether published in print or located on the Company's producer website at [www.sunlife-usa.com](http://www.sunlife-usa.com). I also acknowledge and agree that it is my obligation to obtain and review the current version of the Producers' Market Conduct Guide for this purpose, and all updates and amendments.

I agree to obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time, and will provide the Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.

I agree to receive ongoing Anti-Money Laundering Training as described in the Company's Market Conduct Guide for Individual Life and Annuity Producers, and to provide the Company with documentation of the completion of such training upon request from the Company.

## Producer Acknowledgement



Explain all YES answers below. If additional space is needed please attach a separate piece of paper.

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I certify that the above statements in the Producer Appointment Questionnaire are true and agree to abide by the terms and conditions set forth in the above Producer Acknowledgement.

If I am currently appointed with the Company through my broker/dealer for non-registered fixed index annuity products ("FIA"), then I acknowledge that this appointment, and any resulting General Agent contract and compensation schedules, will not apply to FIA, but applies only to other fixed annuity products.

Producer's Signature X	Date (m/d/y)
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### IMO Due Diligence Statement

I have performed a reasonable due diligence review on the proposed producer and, based on such review, I hereby recommend approval of his/her appointment with Sun Life Assurance Company of Canada (U.S.).

Print IMO's Name	
IMO's Signature X	Date (m/d/y)

# Direct Deposit Authorization Form for Commission Payments Sun Life Assurance Company of Canada (U.S.)



If Direct Deposit is  
desired, please return  
the completed form:

Sun Life Financial  
P.O. Box 9133  
Wellesley Hills, MA 02481  
Fax: 781-304-5307

## 1. Direct Deposit Information



Please PRINT clearly.

General Agency/Agent Name		Contact Person	
Address (Number and Street)			
City		State	Zip Code
Phone Number		Fax Number	

Please PRINT clearly.

Bank Name		Telephone Number	
Address (Number and Street)			
City		State	Zip Code
Bank Account Number		Bank Routing Number	



**Please note:** There may be up to a one-week delay once all required information is received. A VOIDED CHECK IS REQUIRED FOR ACCURACY. WE WILL NOT PROCESS THIS REQUEST WITHOUT A VOIDED CHECK.

- I authorize and request Sun Life Assurance Company of Canada (US), to effect deposits of compensation owed to me pursuant to any effective compensation agreement and/or schedule by initiating credit entries to the bank account indicated above. I authorize and request said bank to accept any credit entries initiated by Sun Life and to apply those entries to my account without responsibility for corrections of the entries, except where covered by the New England Automated Clearing House Operating Rule governing these transactions.
- In the event that Sun Life causes an incorrect amount to be credited to the bank account indicated above, I authorize Sun Life and said bank to correct the prior payment by either crediting any underpaid amount or debiting any overpaid amount, as necessary.
- I understand that I may terminate this agreement at any time by giving Sun Life written notice and that direct deposits will end no more than 30 days after Sun Life receives the written notice.

## 2. Authorization for the Direct Deposit Commission Program

Please PRINT clearly.

Company		
Name	Title	
Signature X	Date (m/d/y)	

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# General Agent under Master General Agent Agreement



## Hierarchy Information



MGA
Co-MGA (if applicable)

General Agency Agreement between Sun Life Assurance Company of Canada (U.S.) (hereinafter referred to as "the Company"), a Delaware corporation, and

Please PRINT clearly.

GA
Address

The Company and General Agent agree as follows:

1. General Agent desires to enter into an agency agreement with the Company and to have the General Agent and its Agents appointed as agents of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts") for which a compensation schedule is attached to this Agreement.
2. General Agent may select persons, who are to be appointed as Agents of General Agent and as agents of the Company, to solicit applications for the Contracts in conformance with all applicable laws. The appointment of any Agent is subject to the approval of the Company.
3. All solicitations for the Contracts will be made only by General Agent and duly authorized Agents who possess the required licenses and appointments and are soliciting sales of the Contract in a state where the Company is authorized to sell such Contracts. General Agent will pay compensation only to such Agents. Continued solicitation for the Contracts shall be contingent upon the continuing qualification of such Agents by possession of the required licenses and appointments. General Agent acknowledges and agrees that it, and not the Company, shall be responsible for paying any compensation to Agents, unless otherwise agreed in writing between such Agent(s) and the Company.
4. General Agent shall have the responsibility to supervise all Agents appointed under this Agreement and shall indemnify and hold the Company harmless from any damage or expenses incurred by the Company on account of any act or omission by General Agent or its Agents in connection with the solicitation, distribution, or servicing of Contracts, or on account of any breach of this Agreement by General Agent.
5. General Agent shall review all applications for the Contracts and promptly forward them to the Company together with any purchase payments received with such applications without deduction for any compensation. The Company has the right to reject any application for a Contract and return any purchase payment made in connection therewith.
6. General Agent will offer and sell the Contracts only in accordance with the terms and conditions of this Agreement and will make no representations not included in any supplemental material approved by the Company. General Agent shall comply with any written policies, rules and regulations of the Company and shall comply with all applicable laws and regulations in the performance of this Agreement. General Agent shall not use, or permit its Agents to use, sales material or advertising with regard to the Contracts or the Company without the prior written approval of the Company. The Company provides neither standard sales literature nor direct sales support to General Agent and Agents. Such literature and support is the responsibility of the Master General Agent designated above.
7. General Agent is performing the acts covered by this Agreement in the capacity of independent contractor and not as an employee of the Company. The Company shall not be liable for any obligation, act or omission of General Agent or its Agents.





8. General Agent shall obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time. General Agent shall provide Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.
9. General Agent shall be paid compensation for the sale of Contracts as set forth in the attached Compensation Schedule(s), less any amount the Company is obligated to pay any other distributor. The Company has the right to charge back any such compensation under the conditions stated in such Schedule(s). Any Compensation Schedule may be changed or replaced prospectively by the Company as of a specified date, provided such date is at least 10 days after the date the change is mailed to General Agent's last known address. Any such change will apply only to Contracts issued on or after the effective date of the change, and also, at the Company's discretion, to all premiums received on or after such effective date.
10. The Company may offset against any claim for the compensation herein any debts now due or which may become due the Company (or any affiliates or subsidiaries) from the General Agent, and such debts shall be a first lien against any compensation due the General Agent hereunder. The General Agent may not offset against such debts any compensation accrued or to accrue hereunder but not yet payable to the General Agent.
11. Provided the General Agent holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall take effect on the date the Company has approved the General Agent's appointment. It shall continue in force from year to year thereafter unless it is sooner terminated. This Agreement may be terminated for any reason by either party. Such termination will become effective 5 days after the mailing of the notice of termination to the other party's last known address. This Agreement may also be terminated by the Company for cause (violation of any of the terms of this Agreement); in which case the termination will become effective upon the mailing of a notice of termination to the General Agent's last known address. Failure of the Company to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause. This Agreement shall immediately terminate automatically if General Agent shall cease to possess the requisite licenses and appointments. General Agent agrees to immediately notify the Company of such an occurrence. Only provisions 4, 7, 10, and 12 shall continue in force after any termination. Upon termination no further compensation shall be due or paid to General Agent unless the Compensation Schedule expressly provides otherwise. Upon any termination of this Agreement, the Company may, in its sole discretion, continue to do business with any Agent who was initially appointed during the term of this Agreement. Without limiting the foregoing, if after the term of this Agreement the Company elects to contract, appoint, or otherwise continue to do business with any such Agent, the Company shall not be obligated to pay General Agent compensation on any business thereafter sold by such Agent.
12. This Agreement, or any compensation due hereunder, may not be assigned by General Agent except with the prior written consent of the Company. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
13. The Company and General Agent agree to cooperate with each other in connection with any regulatory investigation, or customer complaint, directly or indirectly involving General Agent, any Agent, or any person affiliated with any of them to the extent such investigation or complaint involves the distribution of Contracts under this Agreement. As used herein, the term "customer complaint" means a written communication expressing a grievance either directly from a Contract holder or from his or her legal representative or from any governmental agency on behalf of a Contract holder or his or her legal representative. In the event of such a regulatory investigation, or customer complaint, each party specifically agrees to promptly notify the other party in writing upon receipt of notice of such investigation, proceeding or complaint.
14. All notices relating to this Agreement shall be sent to the following addresses, or to such other address as a party may request by giving written notice to the other party:

If to the Company:	Sun Life Assurance Company of Canada (U.S.) One Sun Life Executive Park Wellesley Hills, MA 02481 Attention: Legal Department, SC 2335
If to the General Agent:	General Agent's last known address



15. The foregoing represents the entire agreement between the parties and no party shall be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing and signed by both parties.

**Limitations on Authority**

General Agent under Master General Agent shall have only the authority expressly granted in this Agreement and agrees not to:

- a. endorse, deposit, cash, or otherwise negotiate any check drawn to the Company’s order, or to open any bank account in the Company’s name, or to sign the Company’s name in any circumstances, or to have any checks or promissory notes printed with “Sun Life Assurance Company of Canada (U.S.)” thereon.
- b. endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the agent.
- c. place the Company under any legal obligation which is not within the express authority granted by the Company in the General Agency Agreement, or elsewhere in writing.
- d. accept risks of any kind, to make, modify or discharge contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company’s rights or requirements, to bind the Company by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in the General Agency Agreement.
- e. advertise or publicize the Company’s name by using it in any advertising or publicity medium, including newspapers, magazines, television or radio broadcasts, or other means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Company in writing.
- f. sign as a witness to any person’s signature on any application or other paper relating to the company’s business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the agent’s presence.
- g. sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- h. keep custody of a policy, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all policies and contracts must be delivered to the respective owner in an expedient manner and in conformance with applicable law).
- i. be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the agent or on a member of the agent’s family.
- j. represent the Company in any manner whatsoever before any State Insurance Department, or official thereof, or any Governmental Agency; such matters must be submitted to the home office for the attention of a Company officer.
- k. affix stamps or labels on policies, policy envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

Sun Life Assurance Company of Canada (U.S.) <b>Edward J. Ronan</b>	Sun Life Assurance Company of Canada (U.S.) <b>Michele Van Leer</b>
Authorized Officer X <i>Edward J. Ronan</i>	Authorized Officer X <i>Michele H. Van Leer</i>
Title <b>Vice President, Distribution Support Services</b>	Title <b>Senior Vice President, Annuities</b>

Name of General Agent under Master General Agent	
Authorized Signatory X	
Title	Date (m/d/y)

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number								
		+		+				

**OR**

Employer identification number								
		+						

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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 recipient 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 28% of such payments (after December 31, 2002). This is called “backup withholding.” Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 regarding partnerships* on page 1.

## 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” line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for “Other” and enter “LLC” in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the “Exempt from backup withholding” box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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



## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# Pre-Contracting Inquiry Release



In connection with my appointment as a Producer with Sun Life Assurance Company of Canada (U.S.) ("the Company"), I understand that the Company will obtain an investigative consumer report on me. The Company may also obtain updates to this investigative consumer report from time to time. This background inquiry will include, among other things, reviews of companies I have associated with, former supervisors, consumer credit, criminal convictions, motor vehicle records, court records, and insurance department files. It will also include information as to my character, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand that the Company may be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil and other experiences and those of any business entity with which I have been associated. The name and address of the investigative consumer reporting agency which will provide the report to the Company is:

Business Information Group, Inc.  
P.O. Box 130  
Southampton, PA 18966  
Tel. 800 260-1680

I understand that upon written request I will be given a list of the areas, which will be researched and included in the investigative consumer report into my background.

I have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

I authorize any party or agency contacted by Sun Life Assurance Company of Canada (U.S.) or its representatives to furnish the above mentioned information directly to the Company or its representatives and to rely on a copy of this Release as if it were the original. I hereby consent to the Company or its representatives obtaining the above information about me directly from any source.

Name	
Drivers License Number	
Current Address	
Previous Address (If at current address less than 5 years)	
Producer's Signature X	Date (m/d/y)

### California Residents:

Pursuant to the California Investigative Consumer Reporting Agencies Act, you have a right to request a copy of the investigative consumer report from the agency named above. In addition, the Company will send to you a copy of the report within three (3) days of our receipt of the report if the following check box is selected:

I have received and understand the attached summary of Section 1786.22 of the California Investigative Consumer Reporting Agencies Act outlining my rights under California law in connection with the investigative consumer report.

### Minnesota and Oklahoma Residents:

Under Minnesota and Oklahoma law, you have a right to request a copy of the investigative consumer report from the agency named above. Select the following checkbox if you would like to receive a copy:

# A Summary of Your Rights Under the Fair Credit Reporting Act



Para información en español, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more**

**information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.



## A Summary of Your Rights Under the Fair Credit Reporting Act



- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6 6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator GIPSA Washington, DC 20250 202-720-7051

# California Investigative Consumer Reporting Agencies Act

## Summary of the Provisions of Section 1786.22



- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.