

your
annuity&life
retirement designers

LICENSING REQUIREMENTS

Please include the following requirements and Fax to **888.207.9489**
Or E-Mail to **contracting@retiredesign.com**

Contracting Requirements

- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

Training Requirements

- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

Username: First four letters of last name and last six of the social - all lowercase

Password: First time users will use the last name (lowercase)

Licensing Questions please call:

800.931.0138

www.RetireDesign.com

P.O. Box 22069 • Waco, TX 76702-2069 • (800) 274-4829 • (254) 751-0115 Fax

This application must be completed for each Agent's contract. Please PRINT. **Photocopies of your appropriate licenses must be sent to us with this application. All Sections of this form must be fully completed.**

Contracting As:

Individual Applicant (or Principal if contracting as a business)

_____ First Name _____ Middle _____ Last _____

Social Security Number _____ Date of Birth (mm-dd-yyyy) _____

Business Entity

Business Entity Name _____

Tax ID for Business Entity _____ State of Domicile _____

Commissions:

Individual's Relationship to Business Entity: Owner Officer Employee _____

Commissions to be paid to: Individual Applicant Business Entity

Addresses:

Individual's (or Principal's) Residence - Street Address (Required by State)

_____ Street/PO Box _____ City _____ State _____ Zip _____

Business Street Address (Required if mailing address is PO Box)

_____ Street/PO Box _____ City _____ State _____ Zip _____

Preferred Mailing Address

_____ Street/PO Box _____ City _____ State _____ Zip _____

Email (required) _____ Other (optional) _____

Phones:

Home (_____) _____ Mobile (_____) _____ Business (_____) _____ Fax (_____) _____

1. Have you ever been licensed with either Liberty Bankers Life Insurance Company or The Capitol Life Insurance Company? Yes No Agent No. _____

2. For which states do you wish non-resident appointments? _____
(Attach a copy of current licenses. You will be responsible for payment of any required fees for non-resident appointments.)

If you answer "yes" to any of the following questions, please provide COMPLETE details on a separate sheet and obtain Home Office approval of your appointment prior to selling LBL products.

3. Have you ever been refused an original or renewal license or had a license suspended or revoked for any type of insurance license by any state? Yes No

4. Have any formal charges been filed with the insurance department of any state arising out of your activities in the insurance business, or have you ever been cited to appear before the insurance department of this or any other state for an infraction of the insurance laws or for unfair practices? Yes No

5. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production? Yes No

6. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid. Yes No

7. Are you currently involved in any litigation or are there any unsatisfied judgements or liens (including state or federal tax liens) against you? Yes No

8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy? Yes No

9. Have you ever been convicted of any crime, other than minor traffic offenses? Yes No

Referred to us by: _____

AGENT'S DECLARATION AND AUTHORIZATION

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Liberty Bankers Life Insurance Company ("LBL"). I further agree to conduct myself/agency in accordance with the terms of the contract(s) issued to me. I agree that LBL has no obligation to approve this request, and I release LBL from all liability if they decline this request and refuse to appoint me. I understand that if this Application for Producer's Appointment is approved, my relationship with LBL will be that of an independent contractor and that no employee/employer relationship will be created by the Producer Contract. I agree that by accepting commission from LBL I acknowledge my acceptance of all terms and conditions of the Producer Contract. Unless checked here , I authorize all LBL affiliated companies to send bulletins, announcements and other information in electronic format to my email address. I acknowledge that I have read and understand the contents of "Conduct and Compliance Guide for the Producer" which is located on our website: www.libertybankerslife.com and will comply with its provisions.

As evidence of my desire to obtain a Producer's Contract with LBL, I empower LBL and its affiliates to retrieve information from all personnel records, educational institutions, government agencies, companies, corporations, credit reporting agencies and law enforcement agencies at the federal, state or county level, relating to my past activities, to supply any and all information concerning my background, and release from any liability resulting from providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records.

I authorize all LBL affiliated companies to share any pertinent information they may have obtained regarding my financial, business, legal, tax or work performance or any information obtained under the Fair Credit Reporting Act, including copies of licenses and applications for purposes of appointment under this agreement.

I have read and understand the Disclosure Consumer Report and the Summary of My Rights Under the Fair Credit Reporting Act that were provided to me by LBL.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. This authorization is valid until you receive written revocation from me.

Under penalty of perjury, I certify that:

- a) The Social Security Number or Taxpayer Identification Number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- b) 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 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.

 X

Applicant/Agent Signature

Date

TO BE COMPLETED BY HOME OFFICE

Application accepted by Liberty Bankers Life Insurance Company.



Brad Phillips, President

Commission Schedule Form Number _____

Agent Number _____ Effective Date of Agreement _____

Countersigned _____

(The Agent Agreement will be of no force or effect unless this application is countersigned by an authorized employee of the Company)

GENERAL AGENT CONTRACT

This contract is made on the _____ day of _____, 20__ by and between LIBERTY BANKERS LIFE INSURANCE COMPANY, ("LBL"), with its home office located at 1605 LBJ Freeway, Suite 710, Dallas, Texas 75234 and _____, its non-exclusive GENERAL AGENT, ("you").

1. APPOINTMENT

Appointment. LBL hereby appoints you on a non-exclusive basis to solicit applications for insurance policies and annuity contracts (individually a "Policy," collectively the "Policies") issued by LBL. This appointment shall also include the sub-agents and brokers, if any, which are or may be appointed and assigned to you by LBL as approved hereunder.

Territory. It is understood and agreed that this Contract does not grant any exclusive territory to you or your agency and does not impose upon you any territorial limit of operation.

Relationship. This Contract is not a contract of employment and does not create the relationship of employer and employee between LBL and you. You are not expected or obliged to devote full time and effort to the business of LBL or to represent LBL exclusively. It is understood and agreed that this Contract calls for results and does not purport to control the time or manner of your performance. Rather, you are an independent contractor and shall exercise your own judgment and discretion in the conduct of the business contemplated under this Contract, subject to the provisions herein. You specifically recognize and accept responsibility for payment of any applicable taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

2. YOUR AUTHORITY

Your powers and authority are limited to only those expressly provided under this Contract. Any and all such powers and authority shall continue only during the duration of this Contract and shall terminate on the date of termination hereof.

Solicitation. You will actively solicit and present applications for the Policies to LBL for acceptance, both personally and through properly licensed sub-agents and brokers appointed and assigned by LBL to you from time to time. Coverage applied for must meet suitability requirements in accordance with applicable laws and regulations.

Recruiting. You may recruit and recommend the appointment by LBL of sub-agents and brokers. You shall have no authority to make any such appointment on behalf of LBL, and no purported appointment shall be valid unless and until sub-agent or broker has been appointed by LBL and has executed a contract on a form provided and signed by LBL. LBL shall not be obligated to appoint any sub-agent or broker or to assign any sub-agent or broker to you, and LBL expressly reserves the exclusive right and sole discretion to terminate the appointment of any sub-agent or broker at any time. The assignment of any sub-agent or broker to you shall be terminated immediately upon the earlier of the termination of this Contract or termination of the contract between LBL and such sub-agent or broker.

Limitation of Authority. You shall have no power or authority to, and hereby agree and warrant that you will not, do anything not expressly authorized herein including, but not limited to, any of the following:

- a) Waive, alter, amend, modify or discharge any policy or contract of LBL,
- b) Waive forfeiture under any policy,
- c) Quote rates other than as provided in writing by LBL,
- d) Extend the time for payment of any premium due LBL,
- e) Receive any funds for the benefit of LBL, except for initial premiums,
- f) Incur any liability, obligation or indebtedness on account of LBL,
- g) Endorse or negotiate any checks or other instruments payable to the order of LBL, or
- h) Voluntarily accept service of process on behalf of LBL.

3. DUTIES AND RESPONSIBILITIES

You and all sub-agents and brokers assigned to you shall fairly, truthfully and properly represent LBL and its products and services and shall faithfully perform all the duties within the scope of the appointment under this Contract. In particular, but without limitation, you agree to perform the duties set forth below:

- a) **Premiums.** You shall collect and receive, or cause to be collected and received, the initial gross premium on Policies secured by you or by sub-agents and brokers assigned to you by LBL, and shall immediately remit all such premiums to LBL. You agree to hold in trust and separate from any other funds all premiums and other funds collected and received by you for the benefit of LBL. All such premiums and other funds shall at all times remain the property of LBL and shall be immediately forwarded to LBL without offset or deduction.

- b) **Compliance.** You will comply with all rules and regulations provided to you by LBL in performing your obligations hereunder.
- c) **Legal Compliance.** You will keep in good standing all licenses that you need to solicit applications for Policies to be issued by LBL. You will comply fully with all regulations, rulings, circular letters, proclamations and statutes, federal, state or local, which are applicable to your appointment and status hereunder.
- d) **Acts of others.** You shall be responsible and liable for the acts and omissions of the sub-agents and brokers assigned to you by LBL and any damages and obligations arising therefrom, which acts and omissions shall, for purposes of this Contract, be deemed to be those of you and not of LBL.
- e) **Bond.** You shall, upon demand by LBL, promptly furnish and maintain, at your expense, a security bond satisfactory to LBL for the payment of any and all amounts which are or become due or payable to LBL under this Contract or under any prior or subsequent agreement between you and LBL.
- f) **Processing of Applications.** You shall immediately forward to LBL all applications for the Policies that you may receive. We will pay all customary underwriting costs, including all reasonable costs, expenses and fees for obtaining such medical and other information we consider necessary to determine the insurability of applicants for Policies. If a Policy is issued as applied for and you personally are unable to deliver said Policy to the applicant for any cause whatsoever, or the applicant fails or refuses to accept the Policy as issued, or if you cause us in any way to incur unnecessary underwriting costs, then we reserve the right to offset from your compensation any and all such underwriting expenses.
- g) **Delivery of Policies.** You agree not to deliver a Policy unless you can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. You agree to return any Policy which cannot be delivered within thirty (30) days for any reason to the LBL's home office at the end of the thirty (30) day delivery period.
- h) **Servicing Business.** You will provide for all usual and customary services to insureds and policyholders including prompt delivery of Policies, appropriate responses to inquiries and to complaints from insureds or policyholders or members of the public and to comply with any service standards set forth in any exhibit. You will maintain sufficient supplies and equipment and a staff of competent and trained personnel to produce, develop, underwrite and supervise the Policies covered by this Contract.
- i) **Privacy.** You agree that any nonpublic personal information on any customer or consumer of LBL is provided for the sole purpose of performing routine and essential transactions at the request of LBL. You further agree that said information is considered confidential and will not to be disclosed to any other person or entity without the express written consent of LBL.

4. INDEBTEDNESS

The following obligations shall be due and payable to LBL on demand:

- a) **Failure to Remit Premiums.** You shall reimburse LBL and hold it harmless from any loss that may result from your failure to remit premiums collected.
- b) **Repayment of Commissions.** If LBL refunds any premiums received on policies solicited by you, then you shall immediately reimburse LBL for any commissions received.
- c) Any commissions that are charged back as provided in the Commission Schedules, as amended, that are part of this Contract.
- d) If you are a partnership or corporation, those amounts due to LBL shall be a debt to all of the partners or to all of the officers, directors and shareholders of the corporation.

We may offset any indebtedness owed by you, or any sub-agent or broker assigned to you, against any sums due or becoming due to you under the terms of this Contract.

5. COMPENSATION DURING TERM OF CONTRACT

Commission Schedules. Attached hereto as part of this Contract are Commission Schedules that specify the percentages of premium that will be paid to you as commissions in connection with the sale of the Policies by you. Commissions shall be paid only with respect to premiums actually received by LBL. Commissions payable hereunder will be reduced by any commissions paid to any sub-agent or broker appointed to you by LBL on business written by such sub-agent or broker.

Changes in Commission Schedules. LBL shall have the exclusive right and sole discretion at any time to unilaterally terminate any Commission Schedule or to modify all or any portion of any such Schedule, or the rate, amount or method for determining the commission or compensation, provided such action is uniformly taken with respect to all persons to whom such Commission Schedules apply. Such modifications or terminations shall become effective no less than thirty (30) days from the date LBL gives you written notice and, unless otherwise agreed to by you and LBL in writing, shall have no effect on compensation resulting from policies with an effective date prior to the effective date of such modification or termination.

Accumulation of Commissions. If commissions payable to you in any period amount to less than fifty dollars (\$50), LBL may defer payment until the accumulated commissions due to you amount to at least fifty dollars (\$50).

Commissions Relating to Special Situations. The commissions paid to you by LBL with reference to conversion, extra premiums and

Policies substituted for others upon the same life and modified forms of Policies shall be determined by such practices and regulations as LBL shall establish from time to time, and shall not be affected by the Commission Schedules. No commissions shall be allowed to you with reference to preliminary term insurance, temporary extra premiums of five years or less, or premiums waived or commuted by reason of death, disability or exercise of Policy options.

Licensing. You will pay the fee for your initial resident license and appointment fee. You will bear the cost of any nonresident license and appointment fee for you and any sub-agents and brokers assigned to you by LBL. You will bear the cost of all renewal resident license fees and the costs associated with license maintenance for you and any sub-agents and brokers assigned to you by LBL. LBL will pay the resident renewal appointment fee for you or any sub-agent or broker if you or the applicable sub-agent or broker has met LBL's requirement for paid business in the preceding twelve (12) months.

Company Forms. LBL will provide you, at LBL's cost, with application forms, brochures and the various forms necessary to write and service Policies. You will be responsible for all other business expenses.

Advertising and Sales Promotion. LBL will furnish, at LBL's cost, all blanks, advertising materials, circulars and other printed sales material. LBL will consider your suggestions or requests for specialized solicitation material, but none may be used without LBL's prior written approval.

Premium Refunds. If LBL shall refund any premium received by us in accordance with Article 4 (b) hereof, you shall immediately repay LBL any commissions received by you with respect to such premium.

6. VESTING OF COMMISSIONS

All first year and renewal commissions are vested unless this Contract is terminated "for cause."

7. TERMINATION OF THIS CONTRACT

This Contract may be terminated without cause and for any reason by either party upon fifteen (15) days written notice delivered or mailed to the other party at its last known address.

This Contract shall automatically terminate as of your date of death or incompetency. In the event of such death or incompetency, any compensation due you shall be paid when due to your lawful spouse, if living and co-habiting with you, otherwise to your estate.

LBL may terminate this Contract "for cause" by sending to your last known address a written notice of such termination, which shall be effective immediately upon mailing of such notice, if you do any of the following acts:

- a) Fail to strictly observe any company rule, regulation, requirement or instruction, whether written or unwritten,
- b) Violate any state insurance law, regulation or policy,
- c) Withhold any money, policy receipt or property of LBL,
- d) Rebate or offer to rebate all or part of a premium on a policy of insurance issued by LBL in violation of the anti-rebate laws of the state in which the Policy is issued,
- e) In the sole judgment of LBL, establish a pattern of inducing or attempting to induce policyholders of LBL to discontinue payment of premiums or relinquish all or part of any Policy,
- f) Induce or attempt to induce any agent, sub-agent or broker to leave LBL's service,
- g) Violate any criminal law or statute,
- h) Make any material misrepresentation or perform any fraud or dishonesty affecting LBL or its policyholders, or
- i) Breach or violate any provision of this Contract.

LBL shall have, for each and every such act or omission, the right to terminate this Contract "for cause," and you shall, as of the date of termination, unconditionally forfeit all rights, claims and demands whatsoever you have against LBL. This forfeiture includes both first year and renewal commissions or other compensation or payment, whether accrued and not payable at the date of termination or to accrue after the date of termination, under this or any previous Contract, agreement or supplementary or amendatory contract or agreement between you and LBL, but nothing herein shall be construed to affect the rights or claims of LBL against you under this Contract or otherwise.

Effect Of Termination. Upon any termination of this Contract, any and all of your obligations to LBL shall mature, accelerate and become immediately due and payable in full notwithstanding any agreement to the contrary, and you shall immediately and without further notice return all then undelivered policies and all other property furnished or provided to you by LBL

If, subsequent to termination of this Contract, you shall misappropriate or impair any funds or property of LBL or any funds received on account of LBL, or fail to remit any funds due or property of LBL within ten (10) days after receipt of demand therefore, LBL shall be fully

and completely discharged with respect to any and all its obligations under this Contract, including, but not limited to, the payment of any commissions.

Minimum Payment. Following termination of this Contract, no Renewal Commissions or Service Fees will be paid to you following any calendar year in which the total amount of such Commissions and Service Fees due to you shall amount to less than three hundred dollars (\$300).

8. ENTIRE CONTRACT

This Contract and the Commission Schedules, as amended, and Application for Agent's Appointment and Contract attached hereto contain the entire understanding between the parties and supercedes all prior contracts and agreements there between, whether written or oral, on all matters. No modification of any provision of this Contract, except modifications of the Commission Schedules, shall be effective unless evidenced in a writing signed by you and LBL.

9. NOTICE

Any written notice required under this Contract shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.

10. APPLICABLE LAW AND VENUE

This Contract shall be governed by the laws of the state of Texas, and any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of Texas. This Contract is performable in Dallas County, Texas, and any suit, action or proceeding by either party to this Contract must be initiated and brought in Dallas County, Texas. All sums or amounts due or to become due to either party are payable in Dallas, Dallas County, Texas.

11. ASSIGNMENT

You may not assign this Contract, or any compensation accruing to you hereunder, or any interest herein except with the written consent of LBL.

12. WAIVER

Failure of LBL to insist upon strict compliance with any of the provisions of this Contract or any of the rules or regulations of LBL shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

13. SEVERABILITY

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

LIBERTY BANKERS LIFE INSURANCE COMPANY
DALLAS, TEXAS

Agent Name (print or type)

By: _____
Authorized Representative

X

Applicant/Agent Signature

Title

Date

Date



Please Check Appropriate Company

- Liberty Bankers Life Insurance Company (LBL)
- The Capitol Life Insurance Company (CLIC)
- American Benefit Life Company (ABL)

Agent Direct Deposit

If you want your commissions to be deposited by EFT, please complete this form.

Agent Name: _____ Agent Number: _____

Address / City / State / Zip: _____

Phone Number: _____ Social Security or Tax ID Number: _____

I hereby request that until I notify The Company otherwise, each commissions payment, commencing with the next payment due, shall be paid by Electronic Fund Transfer (EFT) to:

Name of Financial Institution: _____

Address / City / State / Zip: _____

Phone Number: _____

For credit to my (please choose one): Checking Savings

ABA Routing Number: _____ **Account Number:** _____

Please Attach a Voided Check or Deposit Slip Here

I authorize The Company to make deposits to the bank account noted above. I shall deem receipt by said Financial Institution of such credit entries as receipt by me. In the unlikely event of a deposit error, I authorize The Company to make adjustments to correct the error. This authority is to remain in full force and effect until The Company has received written notification from me of its termination in such time and in such manner as to afford The Company a reasonable opportunity to act.

Agent Signature: _____ 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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 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. 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,