

**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**Application for
APPOINTMENT**

Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLink and for writing policy applications (*processing time may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order a background check and a vector check. We may request an explanation of your background check results.

Individual and Corporate Applicants: Complete sections I, II, IV, V, VI and VII. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS. Missing information may slow processing your application.

I. GENERAL INFORMATION

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	Legal Name <i>First, Middle, Last</i>	Maiden or other name <i>(if applicable)</i>
Social Security No.	Gender (optional) <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth <i>(MM/DD/YYYY)</i> / /
Mailing Address <i>Street Address</i>	<i>Suite/P.O. Box No. (if applicable)</i>	<i>City State ZIP+4</i>
Business Address <i>Street Address (physical address required)</i>	<i>Suite No. (if applicable)</i>	<i>City State ZIP+4</i>
Residential Address <i>Street Address (physical address required)</i>	<i>Apt. No. (if applicable)</i>	<i>City State ZIP+4</i>
Personal Phone No. ()	Business Phone No. ()	Fax No. ()
E-mail <small>E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.</small>		

II. AGENCY INFORMATION

All states require licensing of agencies receiving writing commissions on business written by subagents. KY, NM, UT and VA require licensing for override commissions.

Agency Name	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Identification No.	
List officers below: (<i>if more space is needed, attach additional page</i>)		
Officer Name (<i>First, Middle, Last</i>)	Title	Social Security No.

III. COMMISSIONS (Select one option)

<input type="checkbox"/> Paid Direct: The commission check is made payable to and sent to the agent	
<input type="checkbox"/> For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.	
<div style="text-align: center;">SIGN HERE</div> <div>_____ Signature of Agent</div>	<div>_____ Date (MM/DD/YYYY)</div>

IV. LICENSES

You must include current license copies for each state in which you are requesting an appointment. If you are requesting non-resident appointments, you must include the proper appointment fee(s).

Current Resident License No.	State(s) for Appointment <i>(abbreviations acceptable)</i>
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For non-resident Florida appointment, list all counties where appointment is required

V. ERRORS AND OMISSIONS COVERAGE

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.

Do you have Errors and Omissions Coverage? ☐ Yes ☐ No

Are you applying for Calsurance Errors and Omissions Coverage through Assurity? ☐ Yes ☐ No If NO, please provide the information below.

Carrier of E & O Coverage	Name of Insured	Policy No.



VI. QUALIFICATION QUESTIONS

Details (including dates) must be attached for any questions answered YES below.

1. During the past **5 years**, have you lived in a different state or county than your present one? ☐ Yes ☐ No
If Yes, please list state/county _____
2. Have you **ever** been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are charges currently pending against you or a business with which you are connected? ☐ Yes ☐ No
3. Do you currently have a pending bankruptcy or have you **ever** filed for bankruptcy, been declared bankrupt or insolvent or had your salary garnished? ☐ Yes ☐ No
4. Are you presently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you? ☐ Yes ☐ No
5. Have you **ever** had a bond denied, paid out or revoked? ☐ Yes ☐ No
6. Has any insurance company **ever** canceled your contract or appointment as a sales person for any reason other than non-production of business or at your own request? ☐ Yes ☐ No
7. Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? ☐ Yes ☐ No
If Yes, please list company(ies) and amount(s) owed _____
8. Have you **ever** had any complaints against your conduct that resulted in a return of premium to any insured? ☐ Yes ☐ No
9. Have you **ever** been fined, suspended, placed on probation, reprimanded or entered into a consent order with any insurance department, the Securities and Exchange Commission (SEC) or any other regulatory authority? ☐ Yes ☐ No
10. Have you **ever** had an insurance and/or securities license refused, suspended, revoked, or currently restricted or under investigation by any insurance department, the SEC or any other regulatory authority? ☐ Yes ☐ No
11. How many years have you been licensed as an insurance agent? _____
12. How many companies are you currently contracted with? _____

VII. LIMRA ANTI-MONEY LAUNDERING TRAINING (only required for agents selling Assurity's cash value products)

All Assurity Producers writing cash value products must complete the **LIMRA** Anti-Money Laundering Training course. Please complete the section below if you have already taken the LIMRA training and we will verify the information with LIMRA after a policy application is received. If you have not completed the **LIMRA** Anti-Money Laundering Training, we will sponsor your training after a cash value policy is submitted.

Date LIMRA Training Program was completed ____ / ____ / ____ (MM/DD/YYYY)

VIII. AGREEMENT

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I am a duly licensed insurance agent.
- I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Assurity Life Insurance Company.
- No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to **a.** have a written release from my current up-line agent; or **b.** have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.

SIGN HERE

Signature of Agent

Date (MM/DD/YYYY)

AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)

This information must be filled out before an agent number will be assigned.

Agent Commission Level

Commission Schedule Form No.

Recruiting Agent Name

Recruiting Agent No.





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AUTOMATIC DEPOSIT AUTHORIZATION

AUTHORIZATION FOR AUTOMATIC DEPOSITS

I (we) hereby authorize Assurity Life Insurance Company (*Company*) to make deposits to my (*our*) account at the depository institution shown on void check and I authorize the depository institution to accept these deposits. Such authorization does not allow the Company to debit entries to my (*our*) account.

This authorization will continue until I notify Assurity Life Insurance in writing to stop. Such notification will not affect deposits already sent to the bank.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Rules of the Mid-America Automated Clearing House Association and agrees to be bound thereby.

SIGN HERE

Date (MM/DD/YYYY)

Agent Signature

Agent's Identification No. _____ (if new agent, provide last six digits of Social Security No. or Tax I.D. No.)

Agent's Name (printed) _____

Please confirm that your routing number and
account number are correct.

TO ENSURE CODING ACCURACY,
ATTACH VOIDED CHECK

Bank Name and Address

My Name	9-56781234	1001
Address	Date	
City, State ZIP		
Pay to the Order of	\$	
YOUR FINANCIAL INSTITUTION		
ADDRESS OF YOUR INSTITUTION		
For		
1: 1 2 3 4 5 6 7 8 0:	12345678910	1 0 0 1

9-Digit Routing No. Account No. Check No.

Depository Institution _____ Type of Account: ☐ Checking ☐ Savings

Address _____
Street address City State ZIP +4

Nine-digit Bank Routing No. _____ Account No. _____

Notes for completing form:

Indicate if checking or savings account;

Ensure that all information has been entered;

Date and sign;

If returning by mail, attach a VOID CHECK and mail to the address shown above, Attn: Contracting Department;

If returning by fax, confirm that your routing number and account number are correct and fax to (402) 437-3865.





DISCLOSURE

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law, which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency:	Business Information Group P.O. Box 130 Southampton, PA 18966 (215) 396-9670
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- ☐ Oklahoma, Minnesota and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- ☐ California applicants only: For consumer reports that were not obtained by a consumer-reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven (7) days of the employer receiving it.

California applicants only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours upon submitting proper identification and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. See Page 2 for further information.

IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)

	<i>First</i>	<i>Middle</i>	<i>Last</i>
Legal Name			
	<i>MM/DD/YYYY</i>		
Date of Birth	<i>/</i>	<i>/</i>	Social Security Number

AUTHORIZATION/RELEASE OF INFORMATION

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company to furnish information about my character, reputation, personal characteristics, credentials and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

/ */*
Date (MM/DD/YYYY)

Signature of Agent (Full Legal Name)

SIGN HERE



5. COMPENSATION

Your compensation shall be based on your personal production and the production of all agents assigned to you. You will receive payments as shown in the Commission Schedule ("Schedule"), as amended from time to time, for premiums received on policies issued by the Company for applications secured under this Agreement. Commissions will be paid according to the Commission Schedule that is in effect on the written date on the policy application. The Schedule states the required repayments of compensation for lapsed, terminated or surrendered policies. We can change the Schedule, but any change will not affect business applied for prior to the effective date of the change. Payment of compensation will be made at such times and in any manner as we determine. You must access our website to obtain commission statements and production reports. You must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them, or they will be deemed to be conclusive.

Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule, so long as they exceed \$250 in a year or you are receiving first-year commissions. Vesting will cease if this Agreement is terminated for cause. If this Agreement terminates because you die, we will continue payments to your designated beneficiary. If no beneficiary is designated, we will pay your executor. Payments after your death will cease if the policyholder requests a new agent.

You authorize us to provide your production and earnings records to the Agent(s), if any, to whom you are assigned.

6. GENERAL PROVISIONS

- a. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability.** You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. **Advertising.** You shall comply with our advertising rules. You shall not use, permit or cause to be used, Assurity's name or any advertising regarding our products without obtaining our prior written consent.
- d. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. **Indebtedness.** Any amount you or your subagents owe us is a first lien on any compensation payable to you under this Agreement until the debt is fully paid. You agree that if at any time you have a debit balance with us, you are not due any compensation. Commissions will be credited to your account until such time as the debit balance has been cleared. Termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt including unearned first-year commissions or bonuses. We have the right to charge interest at the maximum lawful rate on any outstanding debt.
- f. **Return of Premium.** If, for any reason, we refund premiums you were compensated for, you agree to immediately repay us any compensation you received on that premium.
- g. **Waiver.** Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- h. **Modification.** Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- i. **Assurity Property.** You agree to return all of our property upon demand or at this Agreement's termination. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials supplied by the Company and not owned by you.
- j. **Assignment.** You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.
- k. **Governing Law.** This Agreement is governed by and interpreted according to Nebraska law. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.
- l. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and the Company, and is the entire Agreement between you and the Company. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.

7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (the "Patriot Act"). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

8. PRIVACY (REQUIREMENTS PURSUANT TO THE GRAMM-LEACH-BLILEY ACT AND STATE PRIVACY LAWS)

You agree to protect any confidential information of the Company's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about the Company's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the Company's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the other party's last known address. If the state that you reside or are licensed in requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if you commit any act that injures our business or reputation; fail to account for and remit promptly any monies collected by you for us; or withhold any policies, money or other property belonging or returnable to the Company.

IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.

ASSURITY LIFE INSURANCE COMPANY

AGENT OR FIRM PRINCIPAL

By: _____
Signature of Company Officer

By: _____ 
Signature of Agent or Firm Principal

Printed Name and Title

Printed Name and Title

Approval Date (MM/DD/YYYY)

Acceptance Date(MM/DD/YYYY)



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Agent Contract Checklist

The procedure for licensing agents differs in each state. All states, however, are uniform in requiring that an agent be properly licensed **before** soliciting insurance sales. Assurity supports this position and requests your complete compliance with the licensing laws of your state(s). Please review the Appointment Guidelines for Business Received (*Form 04-015-05055*) for more information.

You must return the following items completed in full to the contracting department at Assurity. Information should be typed or printed legibly in ink. Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLINK and for writing policy applications (*processing times may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order background and vector checks. We may request an explanation of your background check results. **Missing items will delay the contracting and appointment process.**

☐ **Appointment Application**

When appointing an agency, the tax identification number and Social Security number must **both** be included on the Appointment Application.

E-mail addresses and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

☐ **Authorization Agreement for Automatic Deposits**☐ **Errors and Omissions Coverage**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your coverage is through your broker dealer, we require proof that Assurity products are included in the coverage.

☐ **Disclosure and Authorization for Consumer Reports**☐ **Appointment Fees**

Assurity will pay the first-time resident appointment fee for an agent. Agents who have been terminated by Assurity and are applying for re-appointment must pay their resident appointment fee. Fees for business written in an agent's non-resident state are due when the business is submitted. Refer to the Non-Resident Appointment Information form for fee information. Make your check payable to Assurity Life Insurance Company.

☐ **W-9 Form**

All potential agents must complete and submit a W-9 form. If commissions are to be paid to your agency, the W-9 must be completed with agency information and tax identification number.

☐ **Agent Agreement**

Sign, date and return the Agent Agreement and Commission Schedule provided by your recruiting agent.

☐ **Copies of Licenses**

Current copies of your resident and non-resident licenses for all states where you or your agency need to be appointed must be attached. If commissions are to be paid to your agency, send a current copy of the agency license along with the copy of your license.

☐ **LIMRA Producer Anti-Money Laundering Training**

All agents writing an Assurity cash-value life insurance policy or an Assurity annuity are required to complete the LIMRA Anti-Money Laundering Training. This training is not required until one of these policy applications is received.

NOTE: In doing business with Assurity, you will need to access AssureLINK to obtain your commission statements and production reports, as Assurity does not mail any commissions or production reports. You will receive more information about this once you have become contracted and appointed with Assurity.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

SIGN HERE

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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