# Guaranteed Interest Contract

Annual Term with Automatic Renewal Provision and One Year Early Withdrawal Penalty

GIC Account No. \_\_\_\_

AMERICAN SAVINGS LIFE INSURANCE COMPANY



Founded 1954

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Form No. ASLGIC130412

# **GUARANTEED INTEREST CONTRACT**

Annual Term with Automatic Renewal Provision and One Year Early Withdrawal Penalty

GIC ACCOUNT # \_\_\_\_\_

### EFFECTIVE DATE:

AMERICAN SAVINGS LIFE INSURANCE COMPANY (Company) has issued this contract with		
	(Depositor), whose address	
is	governing funds placed	
with Company by Depositor as a Guaranteed Interest deposit.		
Beneficiary - The Depositor's Beneficiary under this contract shall be as follows	:	
Beneficiary's Name: l	Birth Date:	
Relationship to Depositor:		

Depositor shall have the right to replace the Beneficiary by providing written instructions to the Company. Such replacement shall become effective only upon receipt by the Company.

**Deposits** - The Company will accept Guaranteed Interest Contract deposits, subject to the provisions of this contract. The accumulation of such deposits or any remainder is called "the deposit fund" in this contract. Each deposit must be made to the Company in exchange for an official receipt signed by a Company officer. Any deposit made by check will not be available for withdrawal until ten (10) days after the date of deposit. Depositor agrees to pay from the deposit fund all costs of collection incurred by the Company in connection with this contract.

**Limit on Deposits** - Each deposit must be at least \$25.00. The Company may determine from time to time and without notice a maximum amount that the deposit fund may not exceed. Any deposits which are in excess of the maximum under this provision will be refunded to the Depositor.

**Interest** - Interest will be earned daily beginning the date of deposit. The interest rate will be that rate determined by the Company for deposit funds. The rate may be based on an index that changes monthly. In **no event will the interest rate be less than 2.00% per year**. Interest will be compounded annually (added to the deposit fund balance) on the last day of each calendar year. Interest will not be earned on any amount withdrawn for the day of withdrawal.

Withdrawal - Upon written request to the Company, the Depositor may make withdrawals from the deposit fund. Each withdrawal must be at least \$50.00 except for full withdrawal of the deposit fund. THE COMPANY MAY DEFER PAYMENT OF WITHDRAWALS FOR A PERIOD OF NOT MORE THAN 90 DAYS OR ANY SHORTER PERIOD REQUIRED BY LAW.

**Early Withdrawal Penalty** - Depositor shall pay a <u>two percent (2%)</u> early withdrawal penalty on any funds withdrawn within twelve months of the date deposited. This fee does NOT apply to funds withdrawn to pay premiums on Company insurance policies or annuity contracts. This fee also does NOT apply to Company policy and stock dividends deposited directly into the account.

**Maturity Date** - This Contract matures on December 31st of the calendar year in which automatic renewal is timely waived. Notice to waive an annual automatic renewal shall be provided on or before December 1st.

**Automatic Renewal** - Effective December 1st of each Contract year, unless this provision has been timely waived, the Maturity Date shall be automatically extended to December 31st of the following contract year, creating a 13-month remaining term. Automatic renewal may be waived by the Company or the Depositor upon written notice to the other party of intent to waive Automatic Renewal. Said notice shall be on or before December 1st of the year the Maturity Date is not renewed.

**Cancellation** - This contract shall be cancelled on the Maturity Date when Automatic Renewal has been waived, or at the option of the Company with at least 30 days' notice. Upon cancellation, the Company shall pay to the Depositor the full account balance plus interest to date of cancellation.

**Assignment** - No assignment of the rights under this contract may be made except in an assignment acknowledged in writing by the Company. Any assignment of the contract must include the affirmation of all the provisions of this contract by the assignee together with a signed Form W-9 specifying backup tax withholding status of said assignee.

**Settlement** - Upon death of the Depositor, ownership of the deposit fund shall become the Depositor's Beneficiary, if living, otherwise the estate of the depositor.

**Right to Notice of Changes** – The Company may modify any terms of this contract by providing Depositor written notice at least 30 days prior to the effective date of the change(s).

**Important Disclosures** - The Guaranteed Interest Contract is <u>NOT</u> FDIC insured and is <u>NOT</u> backed by the Arizona Insurance Guaranty Fund. GICs are life insurance company contracts. The general credit and financial strength of the insurance company is the sole security for the investment made in GICs.

In witness whereof, the parties affix their signatures hereto.

# AMERICAN SAVINGS LIFE INSURANCE COMPANY

# Depositor

Dated: \_\_\_\_\_

Phone Number:	

Dated:

Name (as shown on your income tax return)

6				
page	Business name, if different from above			
uo				
type ctions	Check appropriate box: 🔲 Individual/Sole proprietor 🛛 Corporation 🔲 Partnership		r Exempt	
ty	Example 2 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ►			
Σğ	Other (see instructions) 🏲	payee		
Print c Inst	Address (number, street, and apt. or suite no.)	Requester's name and a	ddress (optional)	
<u>د</u> ک				
f Specific	City, state, and ZIP code			
Sp				
See	List account number(s) here (optional)			
05				

#### Part 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.

security i	number		
	1		
	or		
er identi	fication	number	
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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	Signature of	
Here	U.S. person 🕨	Date 🕨

#### **General Instructions**

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

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

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

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

• An individual who is a U.S. citizen or U.S. resident alien,

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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