



BROKER'S AGREEMENT FOR:

POINTSURE INSURANCE SERVICES, INC., a Washington corporation; and its subsidiaries and their successors and/or assigns (collectively referred herein as "PS"), and

PRODUCER: _____
Please enter legal name & specify type of organization (Corporation /Sole proprietorship/Partnership/Limited Partnership/other)

WHEREAS, PS is organized for the purpose of placing risks of insurance including excess and surplus lines; and

WHEREAS, Producer, a duly licensed agent or broker in his/her/its state of domicile and subject to the requirements imposed upon Producer by law in the jurisdiction(s) within which Producer is authorized to write, wishes to place contracts of insurance with insurers represented by PS and to utilize the underwriting facilities, knowledge, and services of PS.

NOW, THEREFORE, PS and Producer mutually agree to the terms and conditions of this Broker's Agreement (the "Agreement") as follows:

1. **Ownership of the Business.** Producer is the independent owner of the insurance business subject to this Agreement. Producer is acting as a broker for applicants and on the applicants' behalf, not as an agent or representative of PS for any purpose. Producer further represents that Producer is the direct and only representative of the insured and is not acting in the capacity of a wholesaler, or the like, on behalf of another producer. This Agreement does not grant or delegate any binding authority to Producer or the right to make any changes in the terms or conditions of any policies issued through PS.
2. **Commission.** PS shall pay Producer commissions on earned, collected premium at rates agreed upon by PS and Producer on a risk by risk basis. Producer shall pay PS a return commission at the same rate on any return premium, including return premiums on cancellations ordered or made by insurers. Producer shall remit deposits to PS according to the terms specified in the policy quotation
3. **Premium and Accounts.** Producer shall accept PS's billings, which may take the form of invoices, statements, or similar communications. Producer agrees that the net balance due as shown on the billing shall be the settled amount as written therein, whether or not that balance has been collected by Producer. Any credit extended to the insured or others shall be at the sole risk of Producer. Producer accepts full and entire responsibility for the forwarding of all collected premiums or payments (including minimum earned premiums) counter signature fees and resulting charges required by any state, as well as any other applicable fees and taxes; and agrees to forward all collected premiums or payments within 45 days from end of month effective date or within 45 days from end of month installment date. **Producer understands and agrees that the business of PS is dependent on maintaining a good credit relationship with its various underwriters and that failure to pay upon the demand of PS or PS's carrier poses great harm and may result in damages to the business of PS.** Therefore, regardless of whether Producer agrees that such payments should be made, Producer acknowledges and agrees that it will make such payments and, if made in protest, that Producer shall seek resolution at a later date.
4. **Cancellation of Insurance.** Notwithstanding anything to the contrary in this Agreement, PS shall have the right, at its sole discretion, to cancel any binder, policy, or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, or contract. Producer shall not be entitled to a credit for any flat cancellation unless such credit has been granted to PS by its carrier. Without exception, if coverage is bound by PS, a charge shall be made in accordance with the policy terms and all fees for the full policy term shall be fully earned on the effective date of coverage.
5. **Claims.** Producer shall immediately notify PS of all claims, suits, and notices of loss.
6. **Advertising.** Producer shall not insert any advertisement referring to PS or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of PS. In the event PS suffers a loss or expense arising out of such unauthorized advertisement or publication of Producer, Producer shall be liable for all resulting damages and costs, including attorneys' fees.
7. **Compliance.** Producer warrants and represents that it is in compliance with and will remain in compliance all applicable laws, regulations and rules governing the conduct of the business which is the subject of this Agreement. Without limiting the generality of the foregoing, Producer agrees to advise PS if Producer or one of Producer's officers, partners, principals, owners, employees or producers is, or has been, convicted of a federal or state felony crime involving dishonesty or breach of trust if Producer has confirmation from an independent third party background search company. Producer acknowledges and agrees that Producer will maintain the security, confidentiality, and integrity of all nonpublic personal information

obtained by Producer in connection with this Agreement with PS, and that Producer has implemented all appropriate measures reasonably necessary to comply with all federal and state laws, regulations and rules where applicable to Producer in any jurisdiction in which Producer is engaged in business. Producer shall disclose to each prospective insured all applicable commissions or other compensation payable by PS to Producer in connection with policies written under this Agreement if such disclosure is required by (i) applicable law, regulation or rule; or (ii) Producer's fiduciary or other duties to the prospective insured. Such disclosure shall be in writing, reasonably complete and understandable, and, if applicable, in the form required by applicable law. Such disclosure shall be made reasonably prior to the time that the prospective insured elects to purchase an insurance policy or contract placed through PS.

8. **Funds Held in Trust.** Producer shall maintain funds held in trust for business generated under this Agreement in accordance with the insurance laws, regulations and rules of the state in which it is duly licensed to transact insurance. Producer may maintain these funds in an authorized interest bearing account; provided, however, that if Producer maintains such funds in such an account, Producer shall promptly notify PS of the institution and the type of account and/or instrument in which the funds are held.

9. **Termination.** This Agreement may be terminated at any time by a Party's giving of thirty (30) days advance written notice to the other Party; however, such termination shall not alter the continued application of this Agreement to insurance policies effected prior to the date of such termination. After the date of termination of this Agreement, unless otherwise stipulated at the option of PS, Producer shall complete collections and account to PS for all premiums, commissions, and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurance policies.

10. **Indemnification.** Producer hereby agrees to indemnify and hold harmless PS and PS's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of the Producer, its officers, directors, agents or employees. PS hereby agrees to indemnify and hold harmless Producer and Producer's officers, directors, agents and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses, including legal expenses and costs and reasonable attorney's fees, that might directly or indirectly result from or arise out of any actual or alleged negligent or other act or omission of PS, its officers, directors, agents or employees.

11. **Errors & Omissions Insurance Coverage.** Producer agrees to obtain and maintain Errors & Omissions insurance coverage from an approved carrier with limits of liability of not less than \$1,000,000. Producer further agrees to provide evidence of Errors & Omissions insurance coverage when this Agreement is executed and within thirty (30) days of the policy's renewal. Evidence shall be in the form of a copy of the declarations page of the Errors & Omissions policy.

12. **Certificates of Insurance.** PS does not issue, review or approve certificates of insurance issued by the Producer on any coverages placed through PS.

13. **General Provisions:**

a. **Binding on Successors.** Subject to any restrictions stated in any other provision of this Agreement restricting transfers, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

b. **Entire Agreement.** This Agreement and the documents expressly referred to in this Agreement contain the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements.

c. **Amendments.** No provision of this Agreement may be changed, waived, modified, discharged, or terminated except by a written instrument executed by Parties hereto.

d. **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

e. **Arbitration and Attorneys' Fees.** Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration conducted in Seattle, Washington in accordance with the rules of the American Arbitration Association. In any arbitration or court proceeding to enforce any arbitration award made pursuant to this Section, the prevailing Party shall be entitled to recover from the other Party its attorneys' fees and costs.

f. **Waiver.** Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

h. **Assignment.** Producer may not assign or transfer this Agreement or any right, benefit, duty or obligation accruing under this Agreement without the prior written consent of PS.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

j. Notices.

If to PointSure:
Attention: Craig A. Pankow, President
1501 4th Avenue, Suite 2650
Seattle, WA 98101

If to Producer:
Contact Name: _____
Mailing Address: _____
City, State Zip: _____
Phone: _____ Fax: _____
Email: _____

IN WITNESS WHEREOF, the Parties hereto have set their signature below.

POINTSURE INSURANCE SERVICES, INC.,
on behalf of itself and its subsidiaries

By: _____
Signature

Nikki A. Wyer Executive Vice President

Date: _____

PRODUCER

By: _____
Signature

Printed Name and Title

Date: _____

Confidential Producer Profile Survey

Legal Name of Organization _____
 DBA (if different): _____

Phone _____
 Fax: _____

OTHER NAMES USED IN HISTORY OF ORGANIZATION: If you have acquired any other organizations or operations or have abandoned any previous names (within the last five years) including DBA's & AKA's, please list below:

Current Mailing Address	Street Address (If different)
_____	_____
_____	_____

Corp Partnership/JT Venture Sole Prop.

<input type="checkbox"/> We are a single location entity	<input type="checkbox"/> We are a branch office
<input type="checkbox"/> We are a multi location entity	<input type="checkbox"/> Accounting is centralized in home office
<input type="checkbox"/> We are the home office	<input type="checkbox"/> Accounting is conducted at each office

How would you describe your mix of business: Mostly Commercial Mostly Personal About Even

Check current programs or areas of coverage in which you presently participate:

<input type="checkbox"/> Auto Physical Damage	<input type="checkbox"/> Contractors	<input type="checkbox"/> Aviation
<input type="checkbox"/> Clubs	<input type="checkbox"/> Distribution	<input type="checkbox"/> Bonding
<input type="checkbox"/> Equipment Dealers	<input type="checkbox"/> Importing	<input type="checkbox"/> Cargo
<input type="checkbox"/> Garage Keepers Legal Liability	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> D&O
<input type="checkbox"/> Liquor Liability	<input type="checkbox"/> Marine	<input type="checkbox"/> Entertainment
<input type="checkbox"/> Pest Control	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Food & Beverage
<input type="checkbox"/> Special Events	<input type="checkbox"/> Property	<input type="checkbox"/> Professional
<input type="checkbox"/> Trade Associations	<input type="checkbox"/> Others _____	

Production: Approximate agency volume in Gross Premium Dollars for the last four years:

\$ _____ \$ _____ \$ _____ \$ _____

<u>Personnel:</u>	<u>Email</u>	<u>Phone</u>
CEO _____	_____	_____
Fin. Officer _____	_____	_____
VP _____	_____	_____
CSR: _____	_____	_____
Accounting: _____	_____	_____

Place a check next to the statements that apply to your organization:

<input type="checkbox"/> We have a Commercial Lines Mktg. Dept.	<input type="checkbox"/> We provide risk management services
<input type="checkbox"/> We have producers/sales personnel who market their own accounts	<input type="checkbox"/> We provide captive management services
<input type="checkbox"/> We have CSR's who market accounts	<input type="checkbox"/> We hold non-resident licenses in multiple states

How can PointSure Help You? _____

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

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

Exempt Payee

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 payees, see *Exempt Payee* 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

Note. 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.