

NATIONAL TRANSPORTATION ASSOCIATES, INC.

Thank you for your interest in NTA General Insurance Agency. As part of the process in evaluating producers and consideration of their appointment with us, we ask that you complete the following.

The following documents are **REQUIRED**:

1) Signed Brokerage Agreement: (attached)

All requested information should be completed on the document and signed. The Personal Guarantee form is required and must be signed by all owner(s). All six pages of the agreement must be returned in one transmission.

2) Completed Producer Questionnaire: (attached)

The name listed on the questionnaire must match the agreement. If the agency is a sole proprietorship, the legal business name needs to be listed on the Producer Profile.

3) Current copy of E&O:

Showing limits of at least 1 million aggregate. If the agency is a corporation, the E&O needs to show that the corporation is covered under the policy.

4) Current copy agency/agent license: For the state of residence.

5) Current W-9 form: (attached)

Please complete and sign. Make sure to include full legal name and dba, if any. The first line of the form cannot be left blank.

6) Copy of Financials:

Most recent agency financials (Profit and Loss statement + Balance sheet).

Please also submit any other licenses the agency may hold in any other states. All information should be returned to nta-marketing@ntageneral.com in one transmission.

NTA GENERAL INSURANCE AGENCY

333 N CANYONS PKWY
SUITE 225
LIVERMORE, CA 94551

PHONE: (925) 292-8900 FAX: (925) 449-1100 WEBSITE: www.ntageneral.com

BROKER'S AGREEMENT

PARTIES:

National Transportation Associates, Inc. DBA NTA General Insurance Agency, a California corporation ("NTA"); AND ("BROKER")

Name: _____

DBA: _____

RECITALS AND REPRESENTATIONS:

- A. **BROKER** is a licensed insurance brokerage firm in good standing in their Domiciled State with State Insurance License # _____ in state of _____;
- B. **NTA** is a licensed California insurance brokerage firm in good standing (California license number 0G53188);
- C. **NTA** has access to various insurance company markets;
- D. **BROKER** desires to place contracts of insurance with various of such insurance company markets, using the facilities and services of **NTA**.

AGREEMENTS:

1. **Submittals by BROKER.** From time to time during the term of this Agreement, **BROKER** will submit applications to **NTA** for specific risks on behalf of specific insureds. With respect to each such application, **BROKER**, to the extent that **BROKER** has knowledge of the facts contained therein, warrants and represents that those facts will be complete and accurate in all material respects. **BROKER** shall use all reasonable efforts to verify the information contained in each such application, and shall hold **NTA** harmless from the consequences of any inaccuracies in such information, including any liability to insurers or insureds.

2. **Marketing by NTA.** Upon receipt of an application from **BROKER**, **NTA** shall determine, within its absolute discretion, whether the same is suitable for submittal to **NTA** insurance company markets and, upon making such determination and obtaining such deposit/information from **BROKER** as **NTA** deems necessary, **NTA** will go forward with such submittal. Nothing in this Agreement shall be deemed to bind **NTA** to accept any application or to market the same, and the decision to do so or not to do so, will be within the sole discretion of **NTA**.

NTA shall not be required in any event to advance any funds on behalf of **BROKER** for any purpose, and **BROKER** understands and agrees that it shall remit to **NTA** on a timely basis all funds, deposits and the like which **NTA** may reasonably require before **NTA** markets any application submitted by **BROKER**.

3. Capacity of BROKER. **BROKER** acknowledges that **BROKER** is the agent of each insured whose application is submitted to **NTA** and that **BROKER** is acting on behalf of such insured with reference to any insurance policies issued on such application; and that **BROKER** is not the agent of **NTA** nor of the insurance companies used by **NTA**, and **BROKER** has no authority to bind **NTA** or any of said companies.

4. Financial Responsibilities of BROKER. **BROKER** shall be primarily liable to **NTA** for the full amount of premiums, policy fees, inspection fees, taxes, and any other charges with respect to each insurance policy issued upon each application submitted by **BROKER**, any renewal of any such policy, any additional premiums resulting from audit, endorsement or other change, any retrospective penalties, any further premiums on any reporting policies, and any deductibles required to be collected from insureds.

NTA will invoice **BROKER** on each risk where coverage is effected at the request of **BROKER**. Payment shall be due from **BROKER** on the dates indicated in the invoices and/or quotes/binders rendered by **NTA** and may vary based on the credit terms of the issuing insurance company. **BROKER** agrees that payment of any minimum earned premium required by the issuing insurance company will be the responsibility of **BROKER**, and **BROKER** shall also be and remain liable to **NTA** for all earned premiums, fees and other charges, whether or not collected from the insured by **BROKER**.

BROKER's payment responsibilities shall not be deemed waived, released or forgiven, nor shall it be deemed a novation if, for any reason, upon failure of **BROKER** to pay amounts due as above set forth, **NTA** may seek to collect the same directly from the insured, it being agreed that, under such circumstances, **NTA** shall be deemed to be acting as attorney in fact for **BROKER** in seeking such collection, and no commissions will be payable to **BROKER** on any amounts so collected by **NTA**.

BROKER shall be liable for all costs (other than ordinary salaries of regular **NTA** employees) incurred by **NTA** in securing payment of any amounts owed in accordance with the foregoing, including but not limited to collection fees, attorneys' fees and court costs, whether such costs be incurred in securing payment from **BROKER** or from **BROKER's** clients. **BROKER** waives any commissions on unpaid items on which **NTA** incurs such costs.

5. Reporting Forms - Reporting by BROKER. **BROKER** shall promptly report to **NTA** all necessary information, such as gross receipts, payroll, mileage and values required on all reporting policies at least five (5) days prior to any date by which such report is due under the term of the insurance policy. Such reports shall be on forms and in format prescribed by the issuing companies.

6. No Flat Cancellations; Return Commissions. No policy may be returned by **BROKER** to **NTA** for flat cancellation unless the policy is returned prior to its inception or effective date. **BROKER** shall promptly refund to **NTA** any unearned commissions on any return or reduced premiums at the same rate at which commissions were originally allowed to **BROKER**.

7. Cancellation and Non-Renewal of Policies. The issuing insurance company shall have the right to cancel or non-renew any insurance issued under this Agreement in accordance with the cancellation or non-renewal provisions applicable to such insurance and in conformity with any applicable laws, California Insurance Department regulations and/or other legally binding regulations applicable thereto.

8. Notices of Expirations - Not an Obligation of NTA. NTA shall have no responsibility and shall be under no obligation to give **BROKER** advance notice of expiration of any insurance which **BROKER** from time to time procures through the facilities of **NTA**. **NTA** may elect, in its sole discretion, to give **BROKER** advance notice of expirations, but the failure of **NTA** to do so, or any error or omission that may be committed in doing so, shall not render **NTA** liable to **BROKER** or to **BROKER'S** insureds, and **BROKER** specifically agrees that it is not entitled to rely on **NTA** for expiration notices and that the same are the sole responsibility of **BROKER** to determine and implement with its insureds.

9. Claims - Immediate Reporting and Co-operation by BROKER. **BROKER** shall immediately notify **NTA** of all claims, suits and notices of loss reported to **BROKER** pertaining to insurance placed pursuant to this Agreement, and shall fully cooperate with **NTA** to facilitate the investigation, adjustment, and resolution of any such claim when and as requested by **NTA**, and under such procedures as are prescribed by the issuing insurance company involved. Absent unusual circumstances, **BROKER** shall report to **NTA** in writing by facsimile transmission or e-mail each and every such claim the day it is received by **BROKER**. **BROKER** has no authority to adjust, compromise, settle or in any way commit **NTA** or the issuing insurer to liability with respect to any claim presented to or through **BROKER**.

10. No Advertising. **BROKER** shall not insert any advertisement referring to **NTA** or to any insurer used by **NTA**, or issue or cause to be issued any promotional letter, circular, pamphlet or other publication or statement so referring without the express prior written approval of **NTA** and of the insurer.

11. Compliance with Laws and Regulations. **BROKER** shall comply with all applicable state and federal laws and regulations governing the conduct of the business which is covered by this Agreement, including, without limitation, the Federal Fair Credit Reporting Act.

12. Submittal by Broker on Behalf of Third Parties. If **BROKER** is submitting any business to **NTA** which was directed to **BROKER** by a third party broker or agent, or by any other originating party, **BROKER** nevertheless shall be solely and fully responsible for such business and any expenses associated therewith, as if **BROKER** were the originating producer of such business.

13. Compliance with Instructions: Maintenance of Premium Trust Accounts. **BROKER** shall faithfully perform in every way its duties as **BROKER** under this Agreement in compliance with the reasonable and lawful instructions of **NTA** and of the insurance companies

represented by **NTA**. All premiums and return premiums received by **BROKER** on insurance placed pursuant to this Agreement shall be held in premium trust accounts. No payment accepted or received by **BROKER** for premium due or deposits shall be deemed paid to **NTA**, however, until such payment shall be received in hand by **NTA**.

14. Licenses of the Parties. Each party warrants that it has a valid insurance license in their state of domicile and in all other states in which said party transacts insurance business, and each will give the other immediate notice of any act or proceeding, whether actual, threatened, or imminent, which could, if adversely determined, reasonably be expected to result in cancellation, suspension, or other change in the status of such party's said license. Additionally, each party will give the other notice of any change in its legal status which might affect its said license. This Agreement shall terminate immediately and automatically upon the suspension or cancellation of the insurance license of either party.

15. Personal Guarantees. This Agreement shall be executed by each shareholder, owner or partner in **BROKER** and each, by such execution, personally guarantees the performance by **BROKER** of all of its obligations hereunder.

16. Errors and Omissions; Hold Harmless; Indemnity; Maintenance of Insurance. **BROKER** shall hold harmless, defend and indemnify **NTA**, its principals and employees from any loss, cost, expense, liability or any other thing arising out of any claim of any alleged error and/or omission caused by or related to the acts or omissions of **BROKER**, its agents, principals or employees, including any legal fees, costs and disbursements that may reasonably be incurred by **NTA** in the defense of any such claim or claims to the full extent thereof, with interest, until paid.

BROKER shall take out and maintain professional liability insurance in form and substance satisfactory to **NTA** with carriers acceptable to **NTA** in a coverage amount of not less than \$1,000,000 per claim, which insurance shall name **NTA** as an additional insured with respect to any insurance transactions contemplated in this Agreement, including but not limited to matters preceding and following policy issuance. Evidence of such insurance satisfactory to **NTA** shall be provided to **NTA** at the inception of this Agreement and the continued maintenance of such insurance by **BROKER** shall be confirmed to **NTA** by the carrier not less often than quarterly. Failure by **BROKER** to provide evidence and continued maintenance of such insurance to **NTA** shall result in the cancellation of this Agreement as of the effective date of insurance cancellation or lapse.

17. Compensation of Parties; Commissions and Fees. Commissions paid by **NTA** to **BROKER** shall be a percentage (%) of pure premium only. The percentage will be shown on individual quotations offered to the broker. Commission is not paid on any policy or billing fees. Commission is paid on an "as earned basis." If **BROKER** proposes to charge any brokerage fees, it shall do so strictly in accordance with California law and/or other applicable state laws and regulations, obtaining all required disclosure and consent statements from the insureds before such fees are charged.

18. Cancellation of Agreement; Continuing Responsibilities. This Agreement may be canceled at any time by written notice from one party to the other, which notice shall be effective when given and in accordance with its terms. In the event of termination for any reason or no reason, both parties shall continue to be bound, however, by all terms of this Agreement with respect to their rights and obligations accruing to the date of termination, and their rights and ongoing obligations with respect to and through the conclusion of all outstanding insurances.

19. BROKER'S Ownership of Records and Use and Control of Expirations. In the event of termination of this Agreement, **BROKER** having accounted for and paid over all premiums and other amounts for which it is or may be liable, **BROKER'S** records and use and control of expirations shall remain the property of **BROKER**.

20. Effective Date. The Effective Date of this Agreement is ____/____/____
Month / Date / Year

IN WITNESS WHEREOF, the parties have executed this **BROKER'S AGREEMENT** on the dates herein below indicated, and the principal(s) of **BROKER** have personally guaranteed the obligations of **BROKER** hereunder.

("BROKER Information")

Name: _____

DBA: _____

SIGNATURE: _____

Date: _____

By: _____

Title: _____

(Print Your Name)

National Transportation Associates, Inc.

DBA: NTA General Insurance Agency ("NTA")

SIGNATURE: _____

Date: _____

By: YOGESH KUMAR

Title: PRESIDENT

(Print Your Name)

PERSONAL GUARANTEES

The undersigned, as principals of,

_____ **Insurance Brokerage**
(Firm Name)

Firm referred to in the foregoing **BROKER'S AGREEMENT** as "**BROKER**" hereby personally guarantee, jointly and severally, the performance by said of each and every one of its obligations under said **BROKER'S AGREEMENT**.

Each obligation guaranteed hereunder shall be fully enforceable as an original obligation of each of the undersigned guarantors upon failure of **BROKER** fully to perform such obligation within 30 days after written notice from **NTA** to **BROKER** that the same has not been performed.

In the event that any action is brought to enforce any of the guarantees given herein, the prevailing party in such action shall be entitled to its reasonable attorneys' fees, in addition to any other relief provided for in law or equity.

GUARANTORS:

_____ Guarantor's Signatures	_____ Print Name	_____ Date
_____ Guarantor's Signatures	_____ Print Name	_____ Date
_____ Guarantor's Signatures	_____ Print Name	_____ Date

NTA General Insurance Agency - Producer Questionnaire

Brokerage Name:		DBA:	
Address:		City:	State: Zip:
Phone:	Fax:	Email:	Website:
FEIN:	License Type: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		Year Established:

Brief history and description of your firm:	

List all owner(s) of the business entity (Partners, Corporate Officers, Etc.):			
Name:	Title:	Percentage of Ownership:	License Number:

Are any of the above engaged in any other business or occupation outside of this brokerage? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please explain:	

Has any brokerage Principal ever filed bankruptcy? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, please provide details:	

List all lawsuits in which you or your company has been a Plaintiff OR Defendant in the last five (5) years. (Please provide details including State, Case Number & Result.)	

Has your brokerage ever done business under any other name? <input type="checkbox"/> Yes or <input type="checkbox"/> No	
If yes, provide name and reason for change:	

List all brokers, solicitors, producers, sales persons, etc. placing business through your brokerage:				
Name	License	Expertise	Years with Brokerage	Years in Industry

NTA General Insurance Agency - Producer Questionnaire

List the names of the top five (5) General Agencies and/or Insurance carriers you place business with.				
General Agent	Insurance Company	Line(s) of Business	Volume	Loss Ratio
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

Agency Volume:			
Projected for next year	Current Year	First Previous Year	Second Previous Year
\$	\$	\$	\$

Percentage of Business & Premium Volume generated by Line of Business:					
Line of Business	Percentage	Volume	Line of Business	Percentage	Volume
Commercial Fire & Inland Marine	%	\$	Commercial Umbrella/Excess:	%	\$
Personal Umbrella/Excess	%	\$	Garage Dealers	%	\$
Commercial Auto	%	\$	Workers Compensation	%	\$
Life	%	\$	Accident/Health	%	\$
Homeowners	%	\$	Personal Auto	%	\$
Personal Floater	%	\$	Other:	%	\$

If you have more than one office, please provide information below:							
Address:		City:			State:		Zip:
Phone:		Fax:		Contact Person:		Email:	

Errors & Omission Carrier:		Limit:	\$	Deductible:	\$
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Which General Agent and/or Insurance Company does your agency feel is most competitive & why?

Which Specific Classes of business does your agency feel NTA will be of the greatest assistance?

What annual Volume do you anticipate placing with NTA?							
First six months:	\$	First Year:	\$	Second Year:	\$	Third Year:	\$

If agency is a new venture or if there has been an ownership change, please explain:	

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.