



Producer Agreement



This Producer Agreement ("Agreement") is by and between Crump Life Insurance Services, Inc. ("Crump"), the Producer named below (the "Producer"), and his/her affiliated insurance agency, if applicable ("Producer Agency") (individually and/or collectively referred to as the "Producer").

CHECK ONE and complete information below: Corporation Individual Producer

Name (Corp OR Individual): _____

Officer Name/Title (only when completing for corp.): _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Tax ID # (last 4 digits only): _____ National Producer Nbr (optional): _____

PLEASE PRINT CLEARLY – COMPLETE, SIGN, AND FAX TO 717.703.4821

WHEREAS, Crump is authorized to distribute insurance products for insurance carriers under various contracts ("Crump Carriers") and has the authority to recommend the appointment of the Producer to sell the insurance products of Crump Carriers; and

WHEREAS, Producer desires to be appointed through Crump to access such insurance products from Crump Carriers;

NOW THEREFORE, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) **Policies and Procedures Compliance.** The Producer shall comply with all (i) federal, state and local laws, regulations and rules applicable to the Producer's solicitation of insurance products, and (ii) all rules, policies, procedures and standards which are provided or made available to the Producer by Crump or any Crump Carrier.
 - a) The Producer shall be fully responsible for monitoring the information posted to the Crump Bulletin, Carrier Bulletin section of the www.CrumpLifeInsurance.com website and/or the Crump Carrier(s) websites.
 - b) The Producer shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to Crump.
 - c) The Producer shall complete pre-contracting or appointment paperwork with the Crump Carrier prior to soliciting the sale of a product, if required.
 - d) The Producer shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other materials provided to the Producer by Crump or any Crump Carrier unless submitted and approved in writing by Crump and/or the Crump Carrier. The Producer shall not create any materials that reference Crump or Crump Carriers unless submitted and approved in writing by Crump and/or the Crump Carrier.

- 2) **No Rebating.** The Producer warrants that the Producer shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of insurance products, irrespective of whether or not permitted under state law. For clarification purposes, this includes, but is not limited to, Producer's advancement of funds to insurance applicants for the purpose of inducement of the sale of any insurance product offered by Crump Carrier(s).

- 3) **Liability Insurance.** The Producer shall at all times maintain liability insurance covering the Producer and the Producer's agents and employees against claims for damages based on actual or alleged professional errors or



omissions in an amount and with an insurer reasonably acceptable to Crump. Proof of such insurance coverage shall be furnished to Crump upon request and Producer shall notify Crump immediately if for any reason such insurance coverage ceases to be in effect.

- 4) **Background.** The Producer represents that he or she has never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that Producer has received written authorization from the applicable state insurance commissioner specifically referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, subsection (3)(2) granting permission to work in the insurance industry.
- 5) **Placement.** The Producer will use his/her best efforts to place the sale of insurance products through Crump with Crump Carriers, when Crump has provided general agency services, marketing support, advanced sales, new business or underwriting support on the sale of the product.
- 6) **Indebtedness.** The Producer agrees that it shall be responsible for the repayment of any Producer debit balance or other indebtedness to Crump, including but not limited to any of the following: compensation chargebacks from policies in which premiums have been returned or subject to recapture, situations in which Crump is otherwise charged back by the insurance carrier(s) or any overpayment to Producer (individually and/or collectively referred to as "Indebtedness"). Producer agrees that Crump has a right of offset against all commissions and any other compensation payable by Crump or due to Producer under this Agreement or under any other existing or future agreement with Crump, as security for the payment of any Indebtedness of Producer to Crump. Crump may at any time and from time to time, with or without notice or judicial action, exercise such right of offset. Producer shall immediately repay to Crump all Indebtedness due to Crump. For any Indebtedness not immediately repaid, Crump reserves the right to charge Producer the lesser of one and one-half percent (1½%) per month or the maximum rate permitted by law, against the balance of Producer's Indebtedness to Crump until fully satisfied. Producer agrees that any costs incurred by Crump associated with the collection of such compensation, including reasonable attorneys' fees, shall be the responsibility of and shall be reimbursed by Producer to Crump. This Section 6 shall survive termination of the Agreement.
- 7) **Anti-Money Laundering (AML).** To the extent AML Laws are applicable to Producer, Producer represents that Producer is now in compliance with and covenants to continue to comply with the USA PATRIOT Act of 2001, the Bank Secrecy Act and certain other federal and state anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, the "AML Laws"). Such AML Laws require, among other things, that financial institutions adopt compliance programs to guard against money laundering. Whether or not Producer is a financial institution, each party agrees to use reasonable efforts to cooperate with the other, exchange information as permitted by law and assist each other in detecting possible money laundering or terrorist financing in connection with the offer and sale of any insurance carrier product; provided however, that nothing in this paragraph shall be read to relieve either party from any responsibility to monitor for and file reports regarding suspicious activity to the extent required under any applicable provisions of the AML Laws. Further, Producer agrees to supply Crump or any of its affiliates, upon request, with a certification of its compliance with applicable AML Laws.
- 8) **Confidentiality and Privacy.**
 - a) Producer acknowledges and agrees that, in connection with the performance of Producer's duties and responsibilities under this Agreement or otherwise, Producer may receive or learn information that Crump is obligated by law to treat as confidential for the benefit of third parties, including, but not limited to information about individuals who have applied for or purchased products or services from an insurance company or financial institution ("Consumer"), and personal, financial and/or health information of the Consumer ("Confidential Information"). This includes, but is not limited to, Confidential Information afforded protection under any of the following: (a) Title V of the Gramm-Leach-Bliley Act ("GLB") (15 U.S.C. 6801, et seq.); (b) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including but not limited to its privacy regulations at 45 C.F.R. Parts 160 – 164, security regulations at 45 C.F.R. Parts 160, 162, and 164



and the Health Information Technology for Economic and Clinical Health Act (HITECH); or (c) state privacy laws and regulations.

- b) Producer agrees to keep all Confidential Information strictly confidential; and, except as otherwise required or permitted by law, not to use or re-disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to Producer. Producer agrees that access to Confidential Information shall be restricted to Producer's employees who need to know the information (or have access to the information) to help Producer perform Producer's duties and responsibilities under this Agreement. The obligations of this Agreement extend to all of Producer's employees, agents, marketers, affiliates and contractors, and Producer shall inform such persons of their obligations hereunder.
 - c) Without limiting the foregoing, Producer agrees to use reasonable diligence to protect the security, confidentiality and integrity of the Confidential Information. Producer further agrees to protect said Confidential Information by maintaining administrative, technical and procedural safeguards that comply with the applicable laws, ordinances, rules and regulations, and any policies and procedures provided by Crump or the insurance carrier underwriting the products.
 - d) Upon learning of any unauthorized re-disclosure or use of any Confidential Information, Producer agrees to notify the Crump promptly and to cooperate fully with Crump to protect such Confidential Information.
 - e) If Producer believes Producer is required by law or by a subpoena or court order to re-disclose any Confidential Information, then Producer agrees, prior to any re-disclosure if permitted by law, to promptly notify Crump in writing, to provide a copy of the subpoena, court order or other demand and to make all reasonable efforts to allow Crump an opportunity to seek a protective order or other judicial relief. This duty does not apply to audits and inquiries from state or federal regulatory agencies if Producer is legally required to provide them with access to Producer's records.
- 9) Compliance. The Producer shall at all times comply with all applicable insurance regulations and all other applicable state and federal laws and regulations. This includes, but is not limited to:
- a) Applicable state and federal "Do Not Call" laws and regulations, including, but not limited to, the national "Do Not Call" registry rules under the Telephone Consumer Protection Act of 1991 ("TCPA") (47 U.S.C. 227, et seq);
 - b) The restrictions on sending commercial faxes found in the TCPA and the regulations enacted under the TCPA; and
 - c) The various state and federal restrictions on the use of electronic mail and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.C. § 7708) ("CAN-SPAM Act").
- 10) Accurate Information. Producer shall take such steps as shall be necessary to ensure that (i) the information submitted to Crump by Producer (including any information contained in any application for any policy) is, to the best of Producer's knowledge (after reasonable inquiry), accurate and complete and (ii) any and all medical information concerning an insured that is submitted to Crump in connection with a proposed transaction (including, without limitation, any medical records, exams, laboratory reports and inspection reports) are the same set of information that was submitted to any life insurance carrier in connection with a proposed issuance of a policy or any annuity company in connection with a proposed issuance of an annuity.
- 11) Crump's Role. Producer agrees that Crump will have no other involvement in the product sales other than performing the role as general agency for the Crump Carriers. By performing this limited role, Crump does not make, and specifically disclaims any endorsement or approval of any marketing or sales concept, nor does Crump make any representations to Producer or any third party regarding tax, legal or other economic consequences raised by any marketing or sales concept. The parties agree that Crump shall not act as nor be considered a promoter of any marketing or sales concept. Producer shall not construe any statements made or actions taken by Crump or its



employees or agents as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client or other third party that Crump or its employees or agents have given any such advice.

- 12) **Prevention of Fraud.** PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO CRUMP THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO CRUMP IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO CRUMP. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER'S RELATIONSHIP WITH CRUMP.

PRODUCER UNDERSTANDS THAT IN THE EVENT CRUMP HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO CRUMP BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, CRUMP WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

- 13) **Indemnification.** Each party to this Agreement shall indemnify and hold harmless the other party against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from: (a) any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission; (b) any failure to comply with any obligation under this Agreement, in each case on the part of the indemnifying party or any of the indemnifying party's agents or employees; or (c) breach of any representation made pursuant to this Agreement, including but not limited to, Section 4. Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party for the amounts of any Losses which have actually been fully reimbursed pursuant to errors and omissions liability insurance maintained by the other party.
- 14) **Termination.** Crump may terminate this Agreement upon written or electronic notice to the Producer. Neither the termination nor expiration of this Agreement for any reason shall release or operate to discharge any party from any liability or obligation that may have accrued prior to such termination or expiration. In addition, the provisions of Sections 6, 8, 12, 13, 14, 17 and 21 of this Agreement will survive the expiration or termination of this Agreement.
- 15) **Investigation Notice.** The Producer hereby authorizes Crump to conduct an investigation concerning character, credit reputation, business activities and personal traits and releases Crump, those contacted and any insurance company from any liability with respect to the content of the information provided and the resulting action by an insurance company or Crump, including the sharing of such information or the termination of this Agreement.
- 16) **Consent to Information Release and do Business Electronically.** By the disclosure of basic contact information above, including the Producer's address, phone number, fax number and e-mail address (the "Contact Information"), the Producer hereby consents to allow Crump to use such Contact Information for Crump's marketing purposes consistent with the purpose of this Agreement. Crump may provide notice to Producer via email, fax, website or other



electronic means, as well as through the use of an independent courier that provides or maintains a record of delivery date, or by prepaid certified or registered mail with a return receipt requested. Producer agrees to receive information about Crump or Crump's products, services, changes or amendments to this Agreement and other Crump information through electronic means in accordance with Crump's policies and procedures in effect at the time of giving notice. Producer shall provide notice to Crump through the use of an independent courier that provides a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested to the address specified in Crump's policies and procedures. .

- 17) Legal, Regulatory or Administrative Inquiry, Investigation or Action. Producer will notify Crump of any regulatory, judicial or administrative investigation, termination (except for lack of production), inquiry, claim, bankruptcy, conviction, or any other type of proceeding involving Producer which may directly or indirectly affect Producer's obligations under this Agreement within ten (10) business days of becoming aware of such event. Within fifteen (15) business days after receipt by Producer of notice of any such investigation, inquiry or proceeding, Producer will forward to Crump a copy of all documents received in connection with the matter and will communicate to Crump additional information it deems necessary to provide Crump a complete understanding of the particular matter.
- 18) Severability. If any provision of this Agreement is held to be unenforceable under any applicable law, such provision will be ineffective for that jurisdiction and the remaining provisions of this Agreement will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under the applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.
- 19) Waiver. Any lenience in enforcing strict compliance with Agreement provisions or forbearance by Crump in enforcing them will not be interpreted as a present waiver of those provisions, or as a waiver of Crump's rights to enforce the same in the future. No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented.
- 20) Successors and assigns. This Agreement will inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Nothing in this paragraph will be construed to permit any attempted assignment which would be unauthorized pursuant to any other provision of this Agreement.
- 21) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice-of-law principles. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof shall be advanced in the Court of Common Pleas of Dauphin County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania, which shall be the exclusive judicial forum for resolution of all disputes arising hereunder or connected herewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the later of the two dates below. This Agreement may be executed in counterparts.

PRODUCER

CRUMP LIFE INSURANCE SERVICES, INC.

Signed: _____ Signed: _____

Alan H. Herman, Senior Vice President – Sales

Date: _____ Date: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), 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. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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 person 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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 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 the "Name" line 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 Regulation 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 Regulation 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 1.

***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, 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.

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 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.