

Contracting & Appointment Instructions

Dear Valued Agent,

We appreciate your consideration in allowing Care Value to address your SENIOR - Life - Health Markets, with products such as MEDICARE, DENTAL, LIFE, DISABILITY, ACCIDENT, LTCi, Critical Illness & Cancer. We are excited to have the privilege of working with you.

Care Value licensing inputs your information into *ALLrep* which stores your data and authorizes our company to complete and sign the contracting paperwork on your behalf, increasing speed and efficiency. The majority of our carriers participate in this system but on occasion, we may send you contracting paperwork or an email link for you to complete. The Signature Page and Disclosure Release authorize Care Value to submit and sign your contracting paperwork. Signing the EFT Authorization allows the insurance carriers to direct deposit your commissions.

In order to complete your licensing request, please complete the following:

- 1) Completed Questionnaire
- 2) Signed Signature Page
- 3) Signed Disclosure Release Page
- 4) Completed EFT Authorization Page (be sure to attach a copy of a voided check to this page)
- 5) A copy of your individual and/or corporation state insurance license(s)
- 6) A copy of your E&O coverage.
- 7) Add Upline Name (who do you report to)

These documents can be sent to Contracting@CareValue.com

We look forward to growing our business partnership with you!

Care Value, Inc.
Brian D. Doyle, President
Contracting@CareValue.com
Phone: (855) 888-8326
Fax: 800.356.1969

* Upline Name:

Producer Set-Up Packet

USE HIGH RESOLUTION SCANNER OR HIGH QUALITY FAX

Social Security #: _____ Gender: _____ Date of Birth: ____/____/____

Email: _____ Resident Insurance: _____

National Producer Number: _____ License No. and State: _____

Last Name: _____ First Name: _____ MI: _____

Phone: _____ Fax: _____ Cell: _____

Title: _____ Marital Status: _____ Maiden Name: _____

Driver's Lic. #: _____ DL State: _____ Exp Date: _____

Residential Address (No PO Boxes)

Start Date: ____/____/____

Line 1: _____ City/State _____ County _____ Zip Code _____

Mailing Address (No PO Boxes)

Start Date: ____/____/____

Line 1: _____ City/State _____ Zip code _____

Doing Business As: Individual Business Entity Solicitor/LOA

If DBA Solicitor/LOA, list who you are assigning commissions to: _____

Complete the following only if DBA a Business Entity:

EIN: _____ Business Name: _____ Website: _____

Your Title: _____ Phone: _____ Fax: _____

Principal Name: _____ Principal Title: _____ Email: _____

Company Type: Corporation Partnership LLC LLP

Corporate Address (No PO Boxes)

Start Date: ____/____/____

Line 1: _____ City/State _____ Zip Code _____

Legal Questions for Contracting and Appointment Requests

Please answer the following questions. If you answer YES to any question, be sure to provide a full, detailed explanation including specific dates.

Name: _____

1	Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations and statutes? Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1A	Have you ever been convicted of or plead guilty or no contest to any Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1B	Have you ever been convicted of or plead guilty or no contest to any Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1C	Have you ever been convicted of or plead guilty or no contest to a violation of federal or state securities or investment related regulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1D	Have you ever been convicted of or plead guilty or no contest to a violation of state insurance department regulation or statute?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1E	Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1F	Have you ever been charged with any Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1G	Have you ever been charged with any Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1H	Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have you ever been or are you currently being investigated, have any pending indictments, lawsuits, or have you ever been in lawsuit with insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2A	Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2B	Have you been under investigation by any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2C	Have you ever been or are you currently involved in any pending indictments, lawsuits, civil judgments or other legal proceedings (civil or criminal)(you may omit family court)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2D	Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Has any insurance or financial services company, or broker-dealer terminated your contract or appointment or permitted you to resign for reason other than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5A	Were you terminated/resigned because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5B	Were you terminated/resigned because you were accused of fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5C	Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever had an appointment with any insurance company terminated for cause or been denied an appointment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8	Has any lawsuit or claim ever been made against your surety company, or errors and omissions insurer, arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8A	Has a bonding or surety company ever denied, paid on or revoked a bond for you? Or, have you ever had a claim filed against your surety company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8B	Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage? Or, have you ever had a claim filed against your E&O carrier?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has any state or federal regulatory body found you to have been a cause of an investment OR insurance-related business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Has any state or federal regulatory agency revoked or suspended your license as an attorney, accountant, or federal contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Have you ever had any interruptions in licensing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes? Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14A	Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14B	Has any state, federal or self-regulatory agency filed a complaint against you, fined or sanctioned you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14C	Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15A	Have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15B	Has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15C	Is the bankruptcy pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Have you ever had any unsatisfied judgments, garnishments, or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Are you connected in any way with a bank, savings & loan association, or other lending or financial institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Have you ever used any other names or aliases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered any questions YES, provide an explanation that includes dates, actions, and descriptions. Attach additional paper if necessary.

I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes, I will notify my agency office within 5 days of such change. Further, I understand that my agency may contact me when I need to answer carrier specific questions.

Signature: _____

Date: _____

LETTER OF EXPLANATION

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

Date of Action: ___/___/___

Action: _____

Reason: _____

Explanation: _____

***NOTE* Use additional paper if necessary**

LICENSES

AML Provider: LIMRA NONE OTHER Date Completed: ___/___/___

If Other, Provide Certificate of Completion.

Are you a Registered Rep with FINRA? Yes No

If Yes, Broker/Dealer Name: _____ *CRD #:* _____

Please list AHIP completion Date? _____ / _____ / _____

ELECTRONIC FUND TRANSFERS (EFT)

Account Owner Name (Required): _____

Transit/ABA #: _____

Account #: _____

Financial Institution Name: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Account Type: Checking Saving Phone: _____

By signing below I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

Signature: _____ Date: _____

Attach copy of the check here for checking account or deposit slip for saving account:

_____ I understand that all Carrier Appointment Fees are the responsibility of the agent and these fees will be deducted from my bank account at the time of appointment via bank draft.
Agent Initials

History

****NOTE* Attach additional info if needed***

Employment -- Please provide past 7 years of employment history:

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

Address History -- Please provide past 7 years of address history:

****NOTE* Attach additional info if needed***

From: ___/___/___ To: ___/___/___ *City/State Not Needed*

Line 1: _____ Line 2: _____ Zip code: _____

From: ___/___/___ To: ___/___/___ *City/State Not Needed*

Line 1: _____ Line 2: _____ Zip code: _____

From: ___/___/___ To: ___/___/___ *City/State Not Needed*

Line 1: _____ Line 2: _____ Zip code: _____

Replace this page with a copy of your E&O Insurance Certificate of Coverage

IMPORTANT: E & O Certificate must list your full name as the insured.
Please refer to the following examples.

CORRECT:

My Insurance Agency Inc.

Joe Agent

123 Main Ave

City, State, 12345

INCORRECT:

My Insurance Agency Inc.

123 Main Ave

City, State, 12345

If individual name is not listed correctly please provide a letter from the E&O
Carrier listing agents covered under agency policy.

Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, _____, hereby authorize Care Value, Inc., and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through the **ALLrep** software or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.

A large empty rectangular box with a thin black border, intended for the signature of the authorizing party.

Confidentiality Agreement

This Confidentiality Agreement (“Agreement”), dated _____ is entered into by and between Care Value, Inc. _____ having their principal place of business in New York and _____ having offices in _____.

WHEREAS, both parties are interested in entering into discussions regarding a potential business relationship;

WHEREAS, each party may make available to the other party certain technical or business information deemed proprietary or confidential during the course of such;

WHEREAS, both parties may use such information to evaluate a possible business relationship with the other party;

WHEREAS, each party seeks to maintain confidentiality of all information disclosed to the other party and both parties desire that any agreement executed between them as a result of such discussions incorporate the confidentiality provisions contained herein;

NOW THEREFORE, in consideration of the disclosure of certain information by and between both parties, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. The parties acknowledge that in the course of discussions and pursuant to any subsequent agreement between them, each party may make available to the other party, information about its business practices and plans, including, but not limited to, business strategies, marketing strategies, technical information, systems information, customer information, consumer research information processing, delivery systems, product development, and service development (hereafter referred to as “Confidential Data”) and/or certain information and material identified by each party as “Confidential” (also hereafter referred to as “Confidential Data”). Confidential Data may be written, oral, recorded, or on tapes or computer discs. Without limiting the foregoing, the parties may be given access to non-public personal information about consumers that is considered private. Such information is protected by the Gramm-Leach-Bliley Act, P.L. 106-102 (The G-L-B Act). The parties are required to, and hereby specifically agree to, maintain the private status of such information.

The term “Confidential Data” does not include information that (a) becomes generally available to the public other than as a result of a disclosure by the Receiving Party or anyone to whom the Receiving Party transmits information, (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party, (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party who is not bound by a confidentiality agreement or other

obligation of secrecy with respect to such information, (d) was known to the Receiving Party or in the Receiving Party's possession prior to the date it was disclosed to the Receiving Party by the Disclosing Party, or (e) was independently developed by the Receiving Party.

2. Each party acknowledges that all Confidential Data furnished to them is considered a proprietary trade secret and is a matter of strict confidentiality. Each party also acknowledges that the unauthorized use or disclosure of any Confidential Data will cause irreparable harm to the other party. Accordingly, both parties agree that each party shall be entitled to equitable relief including injunctive and specific performance, in addition to all other remedies available at law or in equity for any threatened or actual breach of this Agreement.
3. Each party agrees that it will not distribute, disclose or convey to third parties any Confidential Data, except as specifically provided in this Agreement.
4. Confidential Data shall not be distributed, disclosed or conveyed to any consultant or subcontractor retained by either party except those consultants, advisors or subcontractor retained by either party solely for purposes of evaluating a potential transaction contemplated herein. It is agreed that any such consultant, advisor or subcontractor is bound to the same terms of this Agreement. No copies or reproduction shall be made of any Confidential Data except to effectuate the purpose of these discussions or with the written consent of the other party. Each party hereto agrees not to make use of any Confidential Data for his/her own benefit or for the benefit of any third party.
5. Each party agrees that all Confidential Data received from the other party shall at all times remain the sole property of divulging party and shall be returned to the divulging party immediately upon demand. No rights or licenses, express or implied, are granted by either party to the other party under any patents, copyrights or trade secrets as a result of or, related to this Agreement. The Receiving Party shall not have any rights or obligations respecting the Confidential Data other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement, neither party shall be obligated to disclose Data to the other party or to enter into any further agreements relating to a potential business relationship or Confidential Data.
6. The disclosure or receipt of information hereunder in no way obligates either party to enter into any business relationship with the other party and does not preclude either party from entering into discussion or agreements of any kind whatsoever with any other party, provided such discussions or agreements do not violate provisions of this Agreement. Either party may terminate discussions regarding the potential business relationship at any time.

7. This Agreement is effective upon the date first written above. The obligation of each party set out in paragraphs 1 through 10 shall survive the termination of this Agreement and the return of any Confidential Data.
8. Notwithstanding anything in this Agreement to the contrary, including paragraph 7 above, each party agrees that any agreement executed between them as a result of these discussions shall incorporate the confidentiality provisions contained herein, and this Agreement shall continue in full force and effect during all terms of such subsequent agreement even if substantially similar provisions relating to Confidential Data are included in such subsequent agreement.
9. This Agreement is binding on the parties and their successors and assigns.
10. The parties further agree that: (a) this Agreement shall be governed by the laws of the State of New York without regard to the conflict of laws principles; (b) this Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties; (c) a party may waive any rights under this Agreement only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (d) this Agreement shall inure only to the benefit of the parties hereto, and the rights and obligations of each party under this Agreement may not be assigned or delegated without the written consent of the other party; (e) no provision of this Agreement shall affect, limit or restrict either party's right to engage in any business in any place at any time, whatsoever, provided the Receiving Party does not disclose the Confidential Data in violation of this Agreement; (f) each party agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the Proposed Relationship except as may be required by law; (g) neither party makes any representations or warranties as to the accuracy or completeness of any Data disclosed hereunder; (h) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (i) all notices under this Agreement must be in writing and shall be delivered to a party at the Notice Address of such party set forth below; and (j) this Agreement may be executed in counterparts.

[Signatures on Next Page]

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year above written.

Care Value, Inc. .

By: _____

By: _____

Title: President - _____

Title: _____

Date: _____

Date: _____

Notice Addresses:

Care Value, Inc.
Attn: Brian D. Doyle
President

P.O. Box 25207
Farmington, New York 14522

To start, I would like to begin the appointment process with the below Carriers.

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*, later, 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 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 Pub. 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.