



Agency Profile and Brokerage Agreement

We have included our Agency Profile form and Brokerage Agreement for your completion and signature. Please follow the steps described below.

1. Review, and complete the Brokerage Agreement
2. Complete an Agency Profile for each agency location
3. Complete W-9
4. Provide a copy of your agency license or individual producer licenses
5. Provide a copy of your E&O declarations page

Fax completed copies to (877) 311-6887 OR email them to davidc@coxspecialty.com

A copy will be signed by Cox Specialty Markets and returned for your records.

If you have any questions or concerns regarding the brokerage agreement, please contact David Cox at (800) 648-0357 or by email at davidc@coxspecialty.com.

Thank you,

Cox Specialty Markets

COX SPECIALTY MARKETS BROKERAGE AGREEMENT

This Brokerage Agreement (this “Agreement”) is made and entered into by and between MS General Agency Inc. dba Cox Specialty Markets, an Ohio corporation, with offices at 80 Troy Town Dr., Troy, OH 45373 (“MSGA”), and the party named as Producer on the last page of this agreement, attached hereto (“Producer”), and shall be effective on the date of signature of the last party to sign this Agreement.

WHEREAS, MSGA is a licensed broker and excess surplus lines agent/broker and is in the business of placing contracts of insurance with various insurers who may or may not be admitted to do business in the state of residence of the Producer’s customers; and

WHEREAS, Producer is a licensed property/casualty agent/broker in good standing in each state in which it conducts business, and may from time to time request MSGA to obtain property and casualty coverage for the Producer’s customers (each an “Insured” and together, the “Insureds”). Producer shall comply with the laws of the governmental jurisdiction(s) within which it operates pursuant to this Agreement and with the rules and regulations of the insurance regulatory authorities thereof.

NOW THEREFORE, in consideration of the promises, mutual covenants, and other good and valuable consideration recited herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – Scope of Agreement

This Agreement shall govern the relationship between MSGA and the Producer with respect to all policies of insurance insuring the Insureds heretofore or hereafter obtained by MSGA at the request of the Producer. Nothing herein contained shall be construed to require Producer to obtain insurance through MSGA, nor to require MSGA to accept orders for insurance from Producer.

SECTION II – Duration and Termination; Duties Upon Termination

This Agreement shall continue in effect until terminated pursuant to the terms of this Section II. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days prior written notice with termination to be effective upon the date stated in such written notice. MSGA may also terminate this Agreement immediately upon written notice to Producer if Producer shall have violated any provision of this Agreement, including, without limitation, Producer’s obligation to provide MSGA with a copy of any new and/or replacement licenses or insurance policies within the time periods set forth in Section V hereof, but only if such breach shall not have been cured in all material respects by Producer within thirty (30) days after written notice thereof has been given by MSGA to Producer. Such termination shall be effective upon delivery of the termination notice. This Agreement will also automatically terminate pursuant to the terms of Section VI(A)(6). Notwithstanding any such termination, this Agreement shall continue to apply to all policies ordered by Producer through MSGA prior to the effective date of termination.

Within thirty (30) days of effective date of termination, unless otherwise stipulated at the option of MSGA, Producer shall complete the collection and account to MSGA for all premiums, contributions, commissions, and other transactions unaccounted for on the date of termination or arising thereafter with respect to outstanding insurances for the Insureds. In the event MSGA finds it necessary to perform any duty otherwise required of Producer under this Agreement, Producer shall be liable to MSGA for all costs incident thereto.

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SECTION III – Producer’s Authority

Nothing contained in this Agreement shall be construed to appoint Producer as agent for MSGA in any respect, and Producer shall have no authority to, and agrees that it will not, make representations on behalf of MSGA or obligate MSGA to any Insured, to insurers represented by MSGA or to any other third parties. Producer shall not waive, alter, modify or change any of the terms, rates or conditions of any policy of insurance issued by or on behalf of MSGA. Producer has no authority to accept or bind risks on behalf of MSGA or any insurer represented by MSGA. Producer shall not place any advertisement respecting MSGA or any of its products in any publication, on any web page, nor issue or distribute any circular, paper or letter referring to MSGA or any of its products without the prior written consent of MSGA. The Producer shall have no authority to (i) submit applications for coverage from any third party agents, sub-agents or sub-producers without the prior written consent of MSGA or (ii) provide access to coverage to any third-party agent, sub-agent or sub-producer.

SECTION IV – Ownership of Business and Expirations

Producer shall own all insurance business of the Insureds subject to this Agreement and the use and control of all expirations with respect to insurance obtained through MSGA, except that if Producer shall at any time default in any of its obligations hereunder, MSGA shall have the right, so long as such default shall continue, to the exclusive use and control of any such expirations and to apply any proceeds thereof to the fulfillment of such obligations of Producer. Minor accounting discrepancies shall not be deemed to constitute a default for purposes of this Section IV.

SECTION V – Licenses of Broker/Errors and Omissions

Producer warrants to MSGA that Producer is licensed as a property and casualty insurance agent/Producer in each state in which the Producer transacts or intends to transact business and that Producer shall continue to be so licensed during the duration of this Agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement with respect to all insurance business that Producer shall submit to MSGA. A copy of said license(s) must be attached to this Agreement and Producer hereby agrees to provide MSGA with a copy of any new and/or replacement licenses upon request by MSGA. Producer further warrants to MSGA that Producer maintains and shall continue to maintain in force during the term of this Agreement, and for a period corresponding to any applicable statute of limitations after the termination of this Agreement, Insurance Producers/Agents Errors and Omission Insurance at limits of no less than \$1,000,000 each occurrence/\$1,000,000 annual aggregate. A copy of said policy’s dec page shall be provided by Producer to MSGA prior to or simultaneous with the signing of this Agreement and Producer hereby agrees to provide MSGA with a copy of any new and/or replacement policies upon request by MSGA. Such policy shall be subject to MSGA’s approval, but any insurer rated “A-” by A. M. Best, or better, shall in all events be deemed to be acceptable. Upon MSGA’s request, from time to time during the term of this Agreement, Producer shall provide to MSGA evidence that such licenses remain in effect or such insurance coverage remains in place. Producer’s failure to (i) provide MSGA with evidence that such licenses remain in effect and/or such insurance coverage remains in place or (ii) provide MSGA with a copy of any new and/or replacement licenses or insurance policies upon request by MSGA shall give MSGA the right to terminate this Agreement pursuant to the terms of Section II hereof.

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SECTION VI – Payment Responsibilities:

A. General Principles

1. Producer shall be obligated to pay on a timely basis to MSGA all premiums, fees and taxes (if any) due with respect to policies of insurance offered to the Insureds through MSGA, whether or not Producer shall have collected such premiums, fees and taxes from the Insureds. Producer recognizes that in agreeing to pay such premiums and taxes to MSGA, Producer does so unconditionally as an original undertaking on its own part and not as guarantor or surety of the obligation of the Insureds.
2. Producer may withhold from any agency billed premiums and taxes due MSGA the Commission if and only if the Producer is not then in default in any of Producer's obligations under this Agreement.
3. If any Insured shall default in the payment of any premium, fees and/or tax as and when due, MSGA shall have the right (but not the obligation), and is hereby authorized by the Producer, to take all necessary action, including legal action, to collect the premium, fees and tax directly from the Insured. The taking of such action by MSGA, however, shall not relieve Producer of its obligation to pay such premium, fees and tax to MSGA. Producer will not receive Commissions on any uncollected premium. Furthermore, Producer will not receive Commissions on any premiums ultimately collected by MSGA or the insurer where MSGA or the insurer took over collection responsibility from the Producer.
4. MSGA shall have the right to offset any premiums or other payments due from Producer against any amounts owed by MSGA to Producer.
5. MSGA shall be entitled to reimbursement from the Producer of all costs, including but not limited to reasonable attorneys' fees and costs, incurred by MSGA in its efforts to collect unpaid premiums. MSGA shall also be entitled to reimbursement for any penalties levied by a governmental agency or surplus lines association against MSGA as a result of Producer's failure to remit in full and on a timely basis to MSGA proper taxes and/or fees.
6. If the Producer's business is sold to, transferred to, assigned to, experiences a change of control involving, or merged into, in whole or in significant part, a third party, this Agreement will automatically terminate unless MSGA gives its prior written consent to the sale, transfer, assignment or change of control.
7. The extension of credit to any Insured shall be at the sole risk of the Producer, and shall not delay any premiums due under coverages bound and written hereunder.

B. Direct Billed Policies

For business placed by Producer with MSGA that is designated by MSGA as direct billed, Producer and MSGA agree to the following:

1. The carrier will directly bill the Insured for any and all premiums due from the Insured on such policies.
2. The Insured remits payment directly to carrier.
3. MSGA will mail Producer all insurance contracts, endorsements and copies of cancellation and non-renewal notices. Invoices will be sent by carrier directly to the Insured.

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4. MSGA will pay Producer a commission, at a rate determined by MSGA but disclosed to Producer in advance of binding, equal to a percentage of the premium on each policy written for the Insureds (the "Commission"), within 30 days of receipt of payment by MSGA.
5. Producer will be obligated to pay return commission to MSGA, at the same rate as the Commission paid to Producer for the Insured(s) in question, on any return premiums or adjustments, including, but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms, within 30 days of receipt of notice of return premium.

C. Agency Billed Policies

For business placed by the Producer with MSGA that is designated by MSGA as agency bill, Producer will be liable for all sums due and payable to MSGA by Producer or on behalf of the Insureds. Producer shall pay to MSGA the balances due on all certificates, policies, retrospective adjustments and other sums owed relating to insurance arranged by MSGA for the Insureds as follows:

1. The Producer will pay MSGA, regardless of the collectability or collection status of any Insured's account, the total Net Premiums (defined below) due (including applicable taxes), as reflected in MSGA's invoice(s), no later than fifteen (15) days after the effective date of coverage, or on endorsements no later than thirty (30) days after the invoice date of MSGA's invoice(s). For purposes of this Agreement, "Net Premiums" are defined as the policy premium, fees and applicable taxes, less the Commission (but only if Producer is not then in default in any of its obligations under this Agreement).
2. The Producer may be relieved of responsibility to pay additional premiums resulting from a retrospective premium adjustment or audit if and only if, after Documented Effort (defined below) on the part of the Producer to collect such additional premium, the Producer notifies MSGA, in writing, within thirty (30) days of MSGA's invoice date or request for such additional premiums, that Producer cannot collect such premium. For purposes of this Agreement, "Documented Effort" is defined as two (2) written attempts and one (1) documented telephonic attempt by the Producer to collect such additional premiums from the Insured.
3. The Producer will be obligated to pay return commission to MSGA, at the same rate as the Commission paid to Producer for the Insured(s) in question, on any return premiums or adjustments involving the Insureds, including, but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms, within 30 days of receipt of notice of return premium. If Producer fails to pay in full and on time any such return commission or adjustment, upon notice from MSGA, in addition to any other rights MSGA has under this Agreement, in law and in equity, MSGA shall have the right to offset the amount of any such return commission or adjustment owing from Producer against any future payments due from MSGA to Producer.

D. Financed Policies

1. Financed through MSGA

MSGA is not obligated to obtain financing for any Insured. If MSGA obtains financing from a finance company for an Insured, the Producer shall be responsible for obtaining an original, signed finance agreement (in the form provided by the finance company), any other documents the finance company may require, and the Net Down Payment (defined below) within ten (10) days of the effective date of the policy. Such finance agreement and Net Down Payment shall be sent directly to MSGA at its address provided at the end of this Agreement. If down

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payment is paid in full, the Commission related to those policies financed through MSGA will be payable within thirty (30) days after receipt of the signed finance agreement and down payment premium. All future payments under the finance agreement will be paid directly to the finance company at the address indicated in the finance agreement. All return premiums and adjustments will be sent directly to the finance company. The Commission on return premiums and adjustments shall be returned to MSGA by Producer within thirty (30) days following the processing of such return premiums or adjustments. All additional premiums generated by endorsements or audits will be agency billed, and the Producer shall pay MSGA according to the terms under Section VI(C). For the purposes of this Agreement, "Net Down Payment" is defined as the full down payment due to finance company less the Commission (but only if Producer is not then in default in any of its obligations under this Agreement).

2. Financed by Producer

Producer will be responsible for notifying MSGA of any Insured's policy financed by or through Producer. All return premiums and adjustments will be sent directly to the finance company.

SECTION VII – Cancellations of Insurance

Nothing contained herein shall be construed to limit or restrict any rights of cancellation of MSGA or any insurer contained in any binder, cover note, policy or contract of insurance or by law, including the right of the insurer, within its discretion, to cancel or rescind the policy for underwriting or other reasons permitted by law. Cancellation or rescission of a policy by the insurer terminates the Producer's right to any future Commissions. Producer shall not be entitled to any flat cancellation, unless authorized or agreed to in advance in writing by MSGA. In the event of cancellation, Producer shall be liable to MSGA for any earned premium, fees and taxes (if any) thereon, whether or not Producer has collected such premium and taxes (if any) from the Insured and for any unearned commission, at the same rate as the Commission.

SECTION VIII – Claims

Producer agrees to do everything reasonably possible to safeguard the interest of MSGA and the insurer and shall promptly report with full details to MSGA and the insurer any fact, occurrence or incident that may result in a claim or loss or increased risk of loss to MSGA and the insurer. Producer agrees to report any subsequent information regarding such claim or loss to MSGA and the insurer. Producer has no authority to handle claims other than to notify MSGA and the insurer of the occurrence of a claim, which Producer undertakes to do immediately upon knowledge or notification of same.

SECTION IX – Reciprocal Indemnity

Producer agrees to indemnify, defend and hold MSGA harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses, including attorneys' fees (collectively, "Claims"), to the extent allowed by applicable law, incurred or suffered by or assessed against MSGA arising out of or resulting from any act, misrepresentation, error or omission made in connection with the performance of this Agreement, or any default or breach by Producer hereunder. MSGA agrees to indemnify and hold producer harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses, including attorneys' fees (collectively, "Claims"), to the extent allowed by applicable law, incurred or suffered by or assessed against producer arising out of or resulting from any act, misrepresentation, error or omission made in connection with the performance of this Agreement, or any default or breach by MSGA hereunder.

SECTION X – Inspections and Adjustments

MSGA or its duly authorized representatives shall have the right at any time or times, during normal business hours, to audit any insurance policy placed under this Agreement and to inspect Producer's books and records in connection therewith, to the extent such audit or inspection is deemed necessary by MSGA to verify Producer's compliance with its obligations under this Agreement.

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Producer shall promptly report and pay to MSGA any additional or return premiums which may become due as a result of any adjustments.

SECTION XI – Additional Provisions

Producer shall not assign or transfer any of its rights, whether by agreement, merger, or otherwise, or delegate any of its obligations, under this Agreement without the prior written consent of MSGA. MSGA may assign its rights and obligations under this Agreement, in full or in part, to any of its sister, parent or affiliated corporations without the consent of the Producer. No failure by either party to require performance by the other party of any provisions hereof shall be a waiver of such provisions and no waiver or amendment of any provision hereof shall be effective unless in writing. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or oral. Subject to the prohibition against assignment or delegation by Producer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Nothing in this Agreement shall be construed to constitute the parties to the Agreement as agents, partners or joint venturers.

SECTION XII – Notice

Whenever this Agreement requires the giving of notice, such notice shall be in writing and mailed to the party entitled to such notice: (a) by first class mail; (b) by certified mail, return receipt requested; (c) by express delivery to the address below for each party; (d) facsimile transmission; (e) in person (“Notice”). Notice shall be effective upon receipt thereof, except that notice by first class mail shall be deemed received five calendar days after mailing thereof. Each party agrees to provide advance Notice no later than ten (10) days prior to a change of such party’s address.

SECTION XIII – Entire Agreement

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter, including, without limitation, any prior brokerage agreements that the Producer has signed with any of the MSGA entities set forth in the introductory paragraph to this Agreement or with any other MSGA entity.

SECTION XIV – Execution

Execution of this Agreement constitutes full agreement and understanding between the parties with respect to each of the sections above. Proper execution requires that if the Producer is doing business as an individual, he must personally and in his or her individual capacity sign the Agreement in his own name and not in his name as an agent. If the Producer is a partnership or copartnership, this Agreement must be executed by the firm and by each member thereof personally and in his or her individual capacity. If the Producer is a corporation, this Agreement must be executed by a duly authorized corporate officer. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Facsimiles (including facsimiles of the signature pages of this Agreement) will have the same legal effect hereunder as originals.

[Signatures appear on following page.]

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IN WITNESS WHEREOF, the parties have executed this Brokerage Agreement as of the date of signature of the last party to sign this Agreement.

MSGA: MS General Agency Inc
Dba Cox Specialty Markets

Location Address: 80 Troy Town Dr, Troy, OH 45373
Mailing Address: PO Box 949, Troy, OH 45373
Telephone: (800) 648-0357
Facsimile: (877) 311-6887

Producer: Agency Name _____
Mailing Address _____
Federal ID#: _____

Please complete the attached W-9 Form.

MSGA Signature:

By: _____
David J Cox, Vice President

(Date)

Producer Signature:

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

If Partnership, All partners must sign:

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

COMPENSATION SCHEDULE

In accordance with the terms of this Brokerage Agreement to which this Compensation Schedule is attached, the rate of commission payable for each of the following lines of business is:

Program	Commission % - NEW	Commission % - RENEWAL
All	Market Based, specified on each quote	Market Based, specified on each quote

Commission shall not be paid on any fees, stamping fees or premium tax.

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Please forward the executed agreement and the following:

- Copy of E&O Dec Page
- Agency resident license, otherwise submit your resident individual producer license(s)
- Complete W-9 Form
- Agency Profile

AGENCY PROFILE

Agency Information

Please complete the following information about your agency:

Date:

Agency Name (LEGAL ENTITY)

DBA / Trade Name

Location Address

Mailing (if different from above)

Web Address

Phone Number

Fax Number

Primary Email

How did you hear of us?

What products are you interested in?

Primary Carriers 1.

2.

3.

Agent Document Delivery Preferences

AGENT and INSURED COPIES

mail

Address (same as mail address)

email

Email Address

If choosing an email option: Be sure to add *@coxspecialty.com to your safe senders list to ensure delivery to your inbox!

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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 24% 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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.