



COVERAGE, Inc.

Insurance & Benefit Planning

55 West Ames Court Ste.#400

Plainview, Ny 11803

Phone: (516) 576-0007

Fax: (516) 576-0909

Dear Broker,

Thank you for choosing Group Coverage, Inc. for your Insurance needs. Enclosed is a broker agreement and w-9. To ensure a smooth implementation, complete the following;

- A. Broker agreement
- B. W-9
- C. Copy of your current license
- D. Copy of your E & O Policy.

Once we receive the enclosed documents, we will send you the broker agreement signed by Group Coverage, Inc.

Thank you for your business and cooperation

Sincerely,

Vincent Alaimo
Operation Manager
Ph 516.396.8286
Fx 516.576.0909
vincenta@groupcoverage.net



INDEPENDENT BROKER AGREEMENT

(To The Corporation)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Group Coverage, Inc., with offices at 55 W. Ames Ct., Ste. 400, in the City of Plainview, and the State of New York, hereinafter referred to as the "AGENCY", and _____, whose address is _____, in the City of _____, and the State of New York, hereinafter referred to as the "INDEPENDENT BROKER".

WITNESSETH:

WHEREAS, the AGENCY is engaged in the business of selling and servicing insurance related products, and the INDEPENDENT BROKER is engaged in selling and servicing insurance related products; and

WHEREAS, the AGENCY desires to enter into this Agreement with the INDEPENDENT BROKER, providing, among other things, for INDEPENDENT BROKER services to the AGENCY; and

WHEREAS, the INDEPENDENT BROKER desires to enter into this Agreement with respect to his services to the AGENCY, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

The AGENCY hereby appoints the INDEPENDENT BROKER as an authorized non-exclusive independent insurance agent and/or broker to sell and promote all services provided by the AGENCY in all states both the AGENCY and INDEPENDENT BROKER are duly licensed including, but not limited to the State of New York. The INDEPENDENT BROKER shall assist the AGENCY upon the terms and conditions hereinafter set forth.

Term: The term of this Agreement shall commence on the ____ day of, 20 __, and continue indefinitely unless terminated by either party.

Duties of INDEPENDENT BROKER: During the period of this Agreement, the INDEPENDENT BROKER shall have the obligation and responsibility for the performance of the duties and/or work described hereinafter set forth, and the INDEPENDENT BROKER shall be obligated to the AGENCY for the performance of all such duties and/or work. During the period hereof, the INDEPENDENT BROKER shall assist the AGENCY and shall perform any and all services required or requested in connection with the INDEPENDENT BROKER'S accounts placed through the AGENCY. Within the limitations herein provided, the INDEPENDENT BROKER will render such services to clients as may be requested from time to time by the AGENCY.

The INDEPENDENT BROKER shall be responsible for making the client familiar with the terms, conditions and exclusions of each policy written for the INDEPENDENT BROKER and any liability or obligation incurred herewith shall be the sole responsibility of the INDEPENDENT BROKER.

Professional Responsibility: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the INDEPENDENT BROKER in accordance with his independent and professional judgment. The INDEPENDENT BROKER shall perform his services substantially in accordance with generally accepted practices and principles of his trade.

This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the AGENT may from time to time belong and to the laws and regulations governing the practice of the INDEPENDENT BROKER'S trade in the State of New York, or any state both the INDEPENDENT BROKER and the AGENCY are both duly licensed to conduct business.

Relation of the Parties: The INDEPENDENT BROKER is retained by the AGENCY only for the purposes and to the extent set forth in this Agreement and the INDEPENDENT BROKER'S relationship to the AGENCY shall, during the term of this Agreement, be that of an Independent Contractor. This Agreement shall not create a partnership, joint venture, employer/employee or similar relationship between the AGENCY and the INDEPENDENT BROKER.

It is agreed that the INDEPENDENT BROKER is an independent contractor for all purposes. As an independent contractor, the INDEPENDENT BROKER has the right to exercise independent judgment as to the time, place, and manner of soliciting insurance, servicing policyholders, and otherwise carrying out the provisions of this contract. Insurance being a closely regulated business, it is understood that it will be necessary for the AGENCY to provide the INDEPENDENT BROKER with certain manuals, forms, records, and other materials and supplies which are necessary in the conduct of an insurance business. All such property furnished to the INDEPENDENT BROKER by the company shall remain the property of the AGENCY and be returned to it in good condition upon termination of this contract. The AGENCY may offer to the INDEPENDENT BROKER, from time to time, training, counsel, and guidance based upon the AGENCY'S accumulated experience in the sale and servicing of insurance business. However, it is understood that the INDEPENDENT BROKER may reject or accept such offers at the INDEPENDENT BROKER'S discretion.

The INDEPENDENT BROKER shall be free to set their own hours, energy and skill as he or she deems advisable. The INDEPENDENT BROKER shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the AGENCY pertaining to or in connection with any pension, insurance, stock, bonus, profit sharing or other benefit extended to the AGENCY'S employees.

The INDEPENDENT BROKERS is not permitted, nor shall it hold itself out as the agent or representative of the AGENCY or its insurers for the purpose of obtaining premium financing. The INDEPENDENT BROKER shall be responsible and not cause the AGENCY or its insurers, in any way, to be responsibly to any finance company or to any other entity, for any claim of premium payments.

Income Tax Designation: The AGENCY shall not withhold, from sums becoming payable to the INDEPENDENT BROKER hereunder, any amounts for State or Federal Income Tax or for FICA (Social Security) Taxes, during the term of this Agreement.

In the event that the Internal Revenue Service should determine that the INDEPENDENT BROKER is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the INDEPENDENT BROKER shall acknowledge, as the INDEPENDENT BROKER acknowledges herein, that all payments to the INDEPENDENT BROKER are gross payments, and the INDEPENDENT BROKER is responsible for all income taxes and social security payments thereon.

Expenses of the INDEPENDENT BROKER: INDEPENDENT BROKER shall bear any and all costs or expenses incurred in placing business through the AGENCY including, but not limited to, vehicle insurance, travel expenses and telephone expenses.

Errors and Omissions Insurance: The INDEPENDENT BROKER represents and warrants that he will maintain errors and omissions insurance and will be responsible for all costs.

Worker's Compensation: If required by the laws of the State of New York, or any applicable state, the AGENCY shall maintain in full force and effect a policy of worker's compensation insurance covering the INDEPENDENT BROKER during the term of this Agreement and the INDEPENDENT BROKER'S account shall be debited by the prorated premium thereon attributable to the INDEPENDENT BROKER.

Commissions and Fees to the INDEPENDENT BROKER: The AGENCY shall pay the INDEPENDENT BROKER on a commission basis for accounts placed through the AGENCY written by the INDEPENDENT BROKER in connection with this Agreement, the exact amount for each account is based on the following attached schedule:

The INDEPENDENT BROKER shall pay the AGENCY a return for all unearned commission at the same rate on any return premium, including return premium whether on cancellations ordered or made by the insured or the insurance company with which the coverage is affected.

received minus any charge-backs and/or accounts payables for a period to be paid to the estate of the INDEPENDENT BROKER for a period of (24) months.

Warrantees, Guarantees, and Representations: INDEPENDENT BROKER is not authorized to extend any warranty or guarantee or to make representations or claims with respect to AGENCY'S services without express written authorization from the AGENCY.

Indemnification to the AGENCY: INDEPENDENT BROKER shall indemnify and hold AGENCY harmless of and from any and all claims or liability arising as a result of negligent, intentional, or other acts and/or errors, or omissions of the INDEPENDENT BROKER or of his/her agents, employees, or representatives.

Any and all claims for unemployment benefits and or claims for workers' compensation benefits are hereby expressly waived by the INDEPENDENT BROKER. INDEPENDENT BROKER agrees to maintain separate insurance policies for liability, health, disability, accident, workers compensation, unemployment, or other insurance as may be necessary or required by law, or by the AGENCY, or by the carriers the AGENCY and/or INDEPENDENT BROKER represents in connection with the performance of the duties and obligations of the parties herein.

Arbitration: This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of New York. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of competent jurisdiction located in Nassau County, State of New York. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Termination: This Agreement may be terminated at any time, with or without cause, by either party upon ninety (90) days written notice.

Notice: Any notice required to be given hereunder shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.

Entire Agreement: This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

This Agreement supersedes all previous agreements and or understandings whether oral or written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

"AGENCY"

"INDEPENDENT BROKER"

Agency: Group Coverage, Inc.

X _____/___/___

X _____/___/___

William F. Schaake, CIC, President

Name: _____

X _____

X _____

Witness

Witness



ADENDUM

Accounts written by the INDEPENDENT BROKER through the INDEPENDENT BROKER'S own marketing efforts but serviced by the AGENCY, the commission on first year and subsequent renewal years shall be 75% of the gross commissions paid by the carrier and shall not include any bonuses, overrides, or other incentives. The INDEPENDENT BROKER shall be entitled to receive their portion of the commission paid directly to them by the carrier.

Accounts written by the INDEPENDENT BROKER through the AGENCY'S marketing efforts and serviced by the AGENCY shall receive a commission split of 50% to the INDEPENDENT BROKER of the gross commission not to include any bonuses, overrides, or other incentives for the first policy year then 40% of the renewal commissions thereafter for as long as the INDEPENDENT BROKER remains an authorized representative of the AGENCY. It is expressly understood that the aforementioned accounts shall remain the sole property of the AGENCY.

Accounts written by the INDEPENDENT BROKER through their own marketing efforts and placed through the office of the AGENCY but not serviced by the AGENCY shall receive 100% of the new and renewal commissions and shall not include any bonuses, overrides, or other incentives. The INDEPENDENT BROKER shall be entitled to receive their portion of the commission paid directly to them by the carrier.

Accounts written by a licensed officer of the AGENCY acting on behalf of the INDEPENDENT BROKER via the marketing efforts of the INDEPENDENT BROKER shall receive a commission split of 50% on new and renewal business to the INDEPENDENT BROKER and shall not include any bonuses, overrides, or other incentives. The INDEPENDENT BROKER shall be entitled to receive their portion of the commission paid directly to them by the carrier.

Accounts written by another representative of the AGENCY acting on behalf of the INDEPENDENT BROKER via the marketing efforts of the INDEPENDENT BROKER shall receive a commission split of 25% on new and renewal business to the INDEPENDENT BROKER and shall not include any bonuses, overrides, or other incentives. The INDEPENDENT BROKER shall be entitled to receive their portion of the commission paid directly to them by the carrier.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

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

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.