



Producer Appointment Packet

Rockall Insurance Agency, LLC

200 Park Avenue Suite 400

Orange Village, OH 44122

www.rockallagency.com



Table of Contents

1. Producer Agreement
2. Information Collection
3. W-9 Form

Additional Documents Needed (see Information Collection)

- E&O Dec Page
- Copy of Agency License(s)
- Proof of Crime/Employee Dishonesty Coverage
- Agency Financials (one year balance sheet and P&L)
- Agency loss runs or loss ratio reports for top 3 carriers – one year

Retail Producer Agreement

This Producer Agreement (“Agreement”) is entered into, to be performed, and is effective as of the date signed, below, by and between Rockall Insurance Agency, LLC (hereinafter referred to as “Rockall,” “we,” “us,” or “our”) and _____ (hereinafter referred to as “Producer,” “you,” or “your”), and is comprised of this Agreement, along with all Addenda attached hereto (which are hereby incorporated into, and part of, this Agreement) all Program Guidelines (defined in Article 1.A. below), and all written modifications to the Producer Agreement made in accordance with the terms and conditions herein (collectively, the “Agreement”). This Agreement shall remain in force and effect until terminated as provided for herein. Rockall and Producer are sometimes referred to herein individually as a “Party,” and jointly as “Parties.”

Whereas Producer desires to obtain insurance coverage for applicants for insurance and insureds (hereinafter referred to as “Applicants” or “Insureds”) provided by Continental Heritage Insurance Company (“Continental”), and whereas Rockall desires to facilitate Producer’s efforts to assist in providing insurance to Applicants and Insureds that meet Continental’s requirements, now, therefore, Producer and Rockall agree as follows:

ARTICLE I. AUTHORITY

A. You are hereby given the authority to solicit business, broker, provide quotes, receive and submit applications, request policy changes by endorsement, and collect, receive and provide receipts for premiums for Continental’s Cannabis Products/Completed Operations Liability Coverage, Cannabis Limited Product Withdrawal Expense Endorsement, Cyber Liability Endorsement, Cannabis General Liability Coverage, and any other products mutually agreed upon in writing by the parties (“Cannabis Products”) in accordance with this Agreement, the Program(s) described in any Addenda attached hereto, and any Program Guidelines containing underwriting and rate information and guides (hereinafter collectively referred to as “Program Guidelines”), if any, we may provide to you in writing.

B. You have no authority to, and shall not purport to, bind Continental on insurance coverage except to the extent such authority is expressly granted to you by any Addenda or the Program Guidelines.

C. You are an independent contractor. You shall not conduct or purport to conduct any activities on our behalf or Continental’s behalf other than as specifically set forth in this Agreement. You shall manage your own time and nothing in this Agreement is intended to create the relationship of employer/employee, partnership or joint venture between you and us or between you and Continental.

D. You have no authority to revise or in any way alter the provisions of any insurance policy under this Agreement including, but not limited to, issuing any Additional Insured Endorsements. We acknowledge that you, or your sub-producers, may issue Certificates of Insurance as proof of insurance related to business transacted under this Agreement.

E. You have no authority to accept service of any lawsuit or legal process on our behalf nor Continental's behalf, nor any authority to authorize any claim settlement or to bind us or Continental in any claim matter under this Agreement.

F. You shall not use our or Continental's name or logo for marketing purposes, in or on any advertisement, publication, circular, website, or any other printed or electronic format without our and Continental's prior written approval.

G. The Parties may not assign, or attempt to assign, their rights under this Agreement without the prior written consent of the other Party. Any attempted or purported assignment made without such written consent may, at the option of either Party, be cause for termination of this Agreement.

H. We and Continental shall have the authority to:

1. Change Program Guidelines upon thirty (30) days' advance written notice to you specifying said changes and the effective date(s) thereof;
2. Contact, personally or through third parties, any Insured or anyone who has applied for insurance, for purposes directly relating to transacting business under this Agreement, including:
 - a. providing customer service;
 - b. requesting, receiving, or verifying information;
 - c. notifying the Insured of, and collecting premium due, on any policy or renewal;
 - d. notifying the Insured of non-renewal, or changes in the terms of any policy or renewal;
 - e. inspecting Insured's premises; or
 - f. any other reason necessary to fulfill our obligations under this Agreement.

Notwithstanding the forgoing, during the term, and upon termination of this Agreement, you shall remain Broker of Record for your accounts under this Agreement and shall retain ownership and control of the expirations, and we and Continental shall take no action intended to contravene your ownership of such expirations, except as otherwise provided in the provisions of Article VI .

3. Expand, modify, restrict or terminate any or all of your authority under which you have been authorized to solicit business or broker under this Agreement, upon thirty (30) days' prior written notice to you. Where your authority to submit applications or broker business is terminated, you agree to discontinue solicitation or brokering of new business and you shall not submit applications to place business under this Agreement.

ARTICLE II. DUTIES

A. It is your responsibility to:

1. Keep a true and complete record of and account for all business transacted under this Agreement, and forward promptly, in compliance with the terms herein, all applications for insurance and all premiums (net commission) due, pursuant to this Agreement, to us or whomever we may designate in writing, in any commercially reasonable manner we may specify in writing, including, but not limited to, electronic transmission of applications or transfer of funds;

2. Ensure that all applications pursuant to this Agreement are complete and contain accurate information;

3. Present promotional and informational materials related to business under this Agreement that we provide to you and direct you to present;

4. Comply with all applicable state laws, rules and regulations regarding the sale or brokering of insurance pursuant to this Agreement, including, to the extent applicable, agent, broker, and solicitor licensing and appointment laws.

5. Pay all your operating expenses, including but not limited to, personal license fees and taxes and business or municipal fees and taxes;

6. Maintain a policy of errors and omissions insurance with limits of liability not less than one million dollars (\$1,000,000) per occurrence, and one million dollars (\$1,000,000) annual aggregate, with an insurance carrier rated "A-" or greater by A.M. Best Company. You agree to provide us with proof of such coverage concurrent upon execution of this Agreement or at such later date as we and you may mutually agree upon, and thereafter, upon reasonable written request by us;

7. Promptly upon receipt by you of reasonable written request, allow us, Continental, or our authorized representative to conduct an audit at your place of business and permit copying of the business records directly related to business transacted under this Agreement showing premium payments and those containing identification and personal information of Applicants, including names, addresses and phone numbers, "additional insured" information, and any and all correspondence or documents relating to the Continental policies. The audit shall take place during normal business hours unless we and you mutually agree otherwise. We or Continental will bear the actual expense of such audit, such as photocopy costs, but not including any expense relating to or arising from your lost time or alleged loss of business or premium as a result of compliance with this provision;

8. Provide to us or Continental, to the extent reasonably requested in writing, any information in your possession or under your control that is related to business under this Agreement and necessary for us or Continental to exercise our authority under this Agreement, including but not limited to, a copy of all or any part of a file concerning an Insured or an Applicant for a policy or renewal of Continental insurance;

9. Provide at least 30 days' written notice to us prior to selling or otherwise transferring your book of business consisting of the Continental policies;

10. Comply with all conditions, underwriting guidelines, restrictions, requirements and limitations contained in the Program Guidelines, including any written modifications thereto;

11. Make no known misrepresentations or omissions of material facts to Applicants or Insureds concerning their policies or insurance coverage pursuant to this Agreement.

B. It is our responsibility to:

1. Issue policies, endorsements, renewal and non-renewal notices, cancellation notices, filings, and other required documentation of coverage;

2. Inform you of any material change to a policy or renewal;

3. Provide you with our or Continental's Program Guidelines in writing, if any;

4. Comply with all applicable state laws, rules and regulations regarding the sale or brokering of insurance pursuant to this Agreement, including agent, broker, and solicitor licensing and appointment laws;

5. Maintain a policy of errors and omissions insurance with limits of liability not less than one million dollars (\$1,000,000) per occurrence, and one million dollars (\$1,000,000) annual aggregate, with an insurance carrier rated "A-" or greater by A.M. Best Company. We agree to provide you with proof of such coverage concurrent upon execution of this Agreement or at such later date as we and you may mutually agree upon, and thereafter, upon reasonable written request by you.

C. Notwithstanding the termination of this Agreement, the duties of this Agreement shall continue to apply to all unfinished business so that all obligations and liabilities incurred by each Party pursuant to this Agreement shall be fully performed and discharged.

ARTICLE III. COMPENSATION

A. As full compensation for your services in connection with policies produced and/or placed under this Agreement, you shall remit full premium payments due to us net of your commission at the rate(s) set forth in any Addenda to this Agreement ("Commission"), and as may be modified by us from time to time at our sole discretion, with thirty (30) days' prior written notice of such modification being provided to you in writing, excluding any fees charged by us, provided:

You are properly licensed;

You have paid all amounts due and owing to us;

You are the current broker or agent at the inception of the policy or renewal.

B. The Parties agree that undistributed amounts owed to the other Party under this Agreement may be applied to and used as an offset against any monies due from that other Party under this Agreement.

C. You acknowledge and agree that we or Continental may change our commission rates at any time, and that we or Continental may accordingly modify your commission structure prospectively in accordance therewith upon written notice to you.

D. You agree to promptly return to us all unearned commissions at the same rate as paid to you on all return premiums due under this Agreement, including those resulting from policy cancellations. We acknowledge that you may charge the Insured and retain fees for business transacted under this Agreement where permitted by applicable law in addition to the compensation due you under this Agreement, and in such event you agree to comply with all applicable laws with respect thereto.

ARTICLE IV. COLLECTION AND DISTRIBUTION OF FUNDS

A. You agree to promptly remit to us, when due, all net premiums and applicable taxes and fees due under this Agreement, within thirty (30) days of the invoice and/or binder date with all business or applications in accordance with the Agreement, and you shall abide by each of our premium payment requirements and our credit and collection policies. In the event return premium is due an Insured pursuant to this Agreement, you shall promptly return unearned premium and commission to the appropriate party in compliance with all applicable laws and regulations. You agree that you are responsible for paying us, and will pay to us, all policy premiums.

B. You will not arrange any premium financing wherein the premium advanced under such agreement is paid to anyone other than you. You shall further request that all premium finance agreements arranged by you contain a specific provision requiring the premium finance company to notify you and us of said premium financing. This paragraph shall not apply to premium finance contracts arranged directly by an Applicant, Insured, or retail agent without your involvement.

C. We shall have the right to offset compensation due you under this Agreement by any amounts due from you to us including but not limited to: (1) past due net premiums, and (2) liabilities incurred by us caused by your negligence, unauthorized representations or other wrongful acts, errors, or omissions.

ARTICLE V. TERMINATION

A. This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other with or without cause; provided, however, that at our election and in our sole discretion, we may, if confirmed in writing to you, give you an opportunity to cure any breach or failure to perform on your part. In the event the breach or failure to perform is not cured to our satisfaction within the time-period we may specify in writing, however, not to be less than thirty (30) days, the Agreement will be terminated at the end of such period. Effective immediately

upon termination, your authority under this Agreement to solicit, broker, or bind new business, if any, shall cease. Commissions or return commissions will be paid by the responsible Party, whether us or you, on additional premiums collected, or on return premiums made, after termination of this Agreement on policies placed prior to the date of termination.

B. This Agreement will terminate automatically, upon thirty (30) days' prior written notice by either Party, upon the effective date of any sale, transfer or merger of either Party's business, except where the other Party has given written consent to such sale, transfer or merger, or automatically, upon thirty (30) days' prior written notice by either Party, should either Party's license(s) necessary to transact business under this Agreement be canceled, suspended or non-renewed. However, our rights under this Agreement shall survive such termination.

C. In the event any applicable state law or regulation governs the manner of termination of this Agreement, the Parties hereby waive the requirements of such law to the extent such waiver is valid and permissible.

ARTICLE VI. RIGHTS AFTER TERMINATION

A. Upon and after termination of this Agreement:

1. Your authority under this Agreement ends;
2. We may notify Insureds of non-renewal pursuant to the terms of any contract of insurance and/or any applicable statutes or regulations.
3. You will promptly return or destroy (in the sole discretion of us and Continental), to the extent reasonably requested in writing, all our and Continental's manuals, forms, records, materials, applications, rate guides, underwriting guidelines, Program materials, software, and any other property we or Continental furnished to you pursuant to this Agreement;
4. All in-force policies and renewals will continue to their normal expiration, subject to their terms;
5. If you have accounted for and paid all premiums and other sums due to us in accordance with the terms of this Agreement and if you are not otherwise in default or violation of this Agreement, you shall remain Broker of Record for your accounts under this Agreement and shall retain control of expirations. If you have not paid or provided acceptable collateral or security for undisputed amounts owed by you to us under this Agreement, upon thirty (30) days' prior written notice to you, with an opportunity to cure, then use and control of only such minimum expirations as are necessary to satisfy the debt shall vest exclusively with us until such time as the undisputed debt shall have been satisfied. You shall be entitled to receive the prevailing rate of commission in effect for renewal premiums for each Program under which you solicit business immediately prior to termination.

B. If this Agreement is terminated pursuant to the surrender, cancellation, suspension, non-renewal of your license, abandonment of your business, acts of fraud or misrepresentation,

willful misconduct, or due to the sale or other transfer of your agency or book of business written through us without our prior written consent, we shall have the right, at our option and sole discretion, to move the book of business including all renewal rights to another producer who shall thereafter have the right to service said book and earn commissions for services performed after the date upon which your license was terminated, suspended, surrendered or non-renewed, or after the date of the sale or transfer of your agency or book of business, as well as commissions on renewals after said dates in place and lieu of commissions paid to you.

ARTICLE VII. FIDUCIARY RESPONSIBILITIES

A. All funds received by you as premiums for insurance written under this Agreement shall be held by you in a fiduciary capacity, in trust, for the benefit of us. You will remit all premiums due to us, or whomever we may designate, in any commercially reasonable manner we may specify in writing, including, but not limited to, electronic transmission, within 30 days from the invoice and/or binder date. If you fail to remit or make these funds available to us in the time set forth herein, fashion, we will have a first lien on such funds. After the expiration or termination of this Agreement, you agree to continue to hold these funds in a fiduciary capacity, in trust, for the benefit of us, until you remit or make these funds available to us.

ARTICLE VIII. INDEMNIFICATION

A. You agree to jointly and severally indemnify, defend and hold harmless us, Continental, claims administrators, and service companies (collectively “Rockall Group”) from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorneys’ fees, incurred by any party in the Rockall Group resulting from or arising out of your negligence, acts, errors, omissions in transacting business under this Agreement, misrepresentations, willful malfeasance, or your material breach of this Agreement including, but not limited to, allegations of violation of law or governmental regulation, including privacy and consumer protection laws.

B. We agree to indemnify, defend and hold you harmless from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorneys’ fees, incurred by you resulting from or arising out of our negligent acts, errors or omissions in transacting business under this Agreement, or resulting from or arising out of our material breach of this Agreement, except to the extent such negligent act, error, omission or material breach was caused by, contributed to or compounded by you.

C. The party seeking indemnification (“Indemnatee”) shall promptly notify the Party from whom indemnification is sought (“Indemnitor”) of any claim, demand, assessment, allegation of negligence or any other matter as to which the obligation to indemnify hereunder may apply, and shall give the Indemnitor a reasonable opportunity to defend, including the engagement of legal counsel as may be necessary. The Indemnatee shall, at its option, have the right, but not the obligation, to fully participate in such defense at its own expense. If, within a reasonable time after notice of a claim and request for defense has been received by the Indemnitor, the Indemnitor fails or refuses to provide for such defense, the Indemnatee shall have the right, but not the obligation, to undertake its own defense, and to conclusively compromise or settle the

claim or other matter, and may thereafter exercise its right to recover costs for which they are indemnified herein, including payment of the claim and defense costs and reasonable legal fees, from the Indemnitor. If the Indemnitor assumes the defense, it shall not thereafter be liable to the Indemnatee for any costs of litigation including, but not limited to, court costs and attorney fees, incurred subsequent to such decision to assume the defense of any such action.

D. In the event of arbitration or litigation to interpret the terms of, or otherwise enforce this Agreement or any provision thereof, the prevailing Party, in addition to other relief awarded, shall be entitled to recover from the non-prevailing Party all costs and expenses thereof including without limitation reasonable attorney fees incurred by the prevailing Party which shall be determined and fixed by the court, or arbitrator in the event of arbitration, as part of the decision or judgment. Such fees, costs and expenses shall include expenses incurred on any appeal and for collecting on or enforcing any such decision or judgment.

ARTICLE IX. MISCELLANEOUS

A. All supplies, products, intellectual property or other proprietary information furnished to either Party by the other, shall remain the property of the furnishing Party, and shall be destroyed or returned to the Party that furnished such supplies, products, intellectual property or other proprietary information, promptly upon reasonable written demand.

B. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

C. The waiver by one Party of any breach of this Agreement by the other Party will not be deemed a waiver of any subsequent breach, a waiver of the particular provision breached, or a waiver of any other provision of this Agreement.

D. The provisions of Articles II, III, IV, VII, VIII, and IX shall survive expiration or termination of this Agreement. In addition, the provisions of this Agreement, which by their nature extend beyond termination of the Agreement, will survive termination of the Agreement.

E. This Agreement contains the entire understanding between the Parties regarding the subject matter, herein, and supersedes any and all previous agreements, whether written or oral, between the Parties regarding the subject matter, herein.

F. This Agreement may not be altered or modified by either Party except in writing signed by both Parties, except that alterations or modifications made by us or Continental pursuant to Article I or Article III are binding and need not be signed by you.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law provisions thereof. The Parties agree to arbitrate any dispute, using American Arbitration Association arbitrators and procedures, in lieu of litigation.

H. You expressly acknowledge and agree that we and Continental may, from time to time, notify you in writing, via U.S. Postal Service, commercial courier or electronic mail of information and advertisements about any insurance offered by or available through us. Requests for additional information about risks submitted to us, quotes on such risks, and general correspondence about such risks may also be communicated to you in this manner.

I. In conducting business under this Agreement, it is understood between the Parties they may share with each other confidential information, including non-public information relating to their respective clients and to each other, and shall use this information only to the extent necessary for the purpose of providing the products and services contemplated under this Agreement.

J. By signing below, the Parties are representing that they are familiar with the Violent Crime Control Act of 1994 (18 USC §1033 et seq., “The Act”), that neither Party or their employees who will be transacting insurance business under this Agreement are prohibited from doing so under The Act, and the Parties further represent that they have established commercially reasonable procedures designed to ensure compliance with The Act.

K. You acknowledge and agree that we make no warranties or representations, express or implied, as to the financial strength, stability or condition of us or Continental. You assume full responsibility for the investigation into and disclosure of all material facts related thereto to your customers. You hereby hold us and Continental harmless, to the fullest extent permissible by law, from any and all liability arising out of any liquidation, rehabilitation, conservatorship, or receivership proceedings of Continental.

L. Except as expressly provided otherwise in this Agreement, all notices required or provided for under this Agreement may be made by service by First Class U.S. Mail, nationally recognized commercial courier or electronic transmission (i.e., “email”). Such notice shall be effective five (5) business days after deposit with the U.S. Postal Service, Return Receipt Requested or one (1) business day after deposit with a commercial courier with instructions for overnight delivery or delivery via electronic transmission.

All written notices under this Agreement shall be delivered either by any commercially reasonable electronic notification or any overnight mail that has a verifiable proof of delivery, as follows:

If to 1821:

Rockall Insurance Agency, LLC
Attn: Martin Mason
200 Park Ave., Suite 400
Orange Village, OH 44122
marty@rockallagency.com

If to Producer:

IN WITNESS WHEREOF, the following Parties have caused this Agreement to be executed in duplicate by their respective duly elected officers.

Rockall Insurance Agency, LLC

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Addendum I—Commission

Subject to the terms of this Agreement, you shall retain a Commission of fifteen percent (15%) of premium for all Cannabis Products brokered or placed by you. That retained Commission shall be the sole amount owed by us (or anyone acting on our behalf) to you (or anyone acting on your behalf).



Producer Information Collection

Required Documents:

- Executed Producer Agreement
- E&O Dec Page
- Copy of Agency License(s)
- Executed W-9 Form
- Proof of Crime/Employee Dishonesty Coverage
- Agency Financials (one year balance sheet and P&L)
- Agency loss runs or loss ratio reports for top 3 carriers – one year

Agency Information

Legal Name:		DBA:	
-------------	--	------	--

Main Contact First Name:		Main Contact Last Name:	
--------------------------	--	-------------------------	--

Phone #:		NPN:	
----------	--	------	--

Email:		Website:	
--------	--	----------	--

Mailing Address

Street:			
City:			
State:		Zip:	

Additional Agency Contacts

Name	Title	Email	Phone

Office Locations

Address	City	State	Zip

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 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 ►
-----------	----------------------------	--------

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.