

SENIORS CHOICE AGENT/PRODUCER AGREEMENT

This Agreement is entered into this ___ day of _____, 20___, by and between Merchants Benefit Administration, Inc. ("MBA, Inc."), an Arizona Corporation and _____ (hereinafter referred to as AGENT).

Agent Information: (Please print or type clearly)

	Agent	Agency
Name:		
Contact:		
Street Address:		
City:		
State:		
Zip:		
Telephone Number:		
Fax Number:		
EMAIL:		
Federal Tax ID		
SSN:		
Birthdate:		
E & O Carrier:		
E & O Exp. Date		
Coverage Amt.:		
Deductible Amt.:		
General Agent:		

Pay Agent _____ Pay Agency _____

A copy of the Agent Current license (s) and E & O declaration page must be submitted with this completed agreement. All commissions will be paid based on the holder of the Tax ID number and must match the name listed on the license and E & O Declaration page.

Failure to forward license and/or E & O documentation to MBA Inc. prior to their expiration date(s) will result in the suspension of commissions effective on the commission cycle immediately following the expiration date(s). Failure to cure the suspension within 90 (ninety) days after the expiration date of either license and/or E & O will result in the forfeiture of commissions retroactive to the expiration date. After forfeiture, reinstatement of commission payments can be accomplished by providing the required license and/or E & O documentation to MBA Inc. Reinstatement of commissions will commence on the next commission cycle immediately following receipt of the required license and/or E & O documentation. **In no event will commissions be paid for retroactive periods after forfeiture has taken place.**

Agency Licensing Form: Please complete for all states for which the agent and agency is licensed.

State Code	State	Agent License Number	Exp. Date (YYYYMMDD)	Agency License Number	Exp. Date (YYYYMMDD)
AL	ALABAMA				
AK	ALASKA				
AR	ARKANSAS				
AZ	ARIZONA				
CA	CALIFORNIA				
CO	COLORADO				
CT	CONNECTICUT				
DC	WASHINGTON DC				
DE	DELAWARE				
FL	FLORIDA				
GA	GEORGIA				
HI	HAWAII				
IA	IOWA				
ID	IDAHO				
IL	ILLINOIS				
IN	INDIANA				
KS	KANSAS				
KY	KENTUCKY				
LA	LOUISIANA				
MA	MASSACHUSETTS				
MD	MARYLAND				
ME	MAINE				
MI	MICHIGAN				
MN	MINNESOTA				
MO	MISSOURI				
MS	MISSISSIPPI				
MT	MONTANA				
NC	NORTH CAROLINA				
ND	NORTH DAKOTA				
NE	NEBRASKA				
NH	NEW HAMPSHIRE				
NJ	NEW JERSEY				
NM	NEW MEXICO				
NV	NEVADA				
NY	NEW YORK				
OH	OHIO				
OK	OKLAHOMA				
OR	OREGON				
PA	PENNSYLVANIA				
RI	RHODE ISLAND				
SC	SOUTH CAROLINA				
SD	SOUTH DAKOTA				
TN	TENNESSEE				
TX	TEXAS				
UT	UTAH				
VA	VIRGINIA				
VT	VERMONT				
WA	WASHINGTON				
WI	WISCONSIN				
WV	WEST VIRGINIA				
WY	WYOMING				

RECITALS

WHEREAS, MBA, Inc. has been authorized by various insurance companies and Merchants Industry Fund Group Insurance Trust to administer, market and distribute Products covered under this Agreement,

WHEREAS, MBA Inc. is interested in contracting with AGENT for assistance with preparation of proposals for clients of the AGENT, and assistance with servicing group insurance plans/programs covered by this Agreement; and

WHEREAS, AGENT is interested in contracting with MBA under the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties hereto, based upon the mutual promises and representations contained herein, agree to the following terms and conditions:

I. Agent Responsibilities

A. Licensing:

AGENT shall be duly licensed and authorized by the State(s) where they market and distribute insurance products covered by this Agreement. AGENT is solely responsible for maintaining such licensure and paying any necessary and attendant fees for such licensure and any related continuing education.

B. Marketing, Training & Education:

AGENT shall complete a focused training and education program prior to the solicitation and/or marketing of the Seniors Choice Group Medical Retiree plan(s) and those other products or services offered by MBA Inc.

1. Such training and education shall include general training and education about the Seniors Choice Group Retiree Medical Plan(s) offered by MBA Inc. and shall be conducted by an appointed General Agent and /or MBA Inc. Such training and education shall also include regulatory training for the purpose of ensuring compliance with state and federal laws which govern the delivery of group health, group retiree programs, life and disability insurance products.
2. All Agent appointments are subject to approval and acceptance by MBA, Inc. and the insurance carrier. Agent must receive written acknowledgment of appointment prior to any and all sales or marketing efforts involving the Seniors Choice & Senior Security Group Retiree Medical Products. The agent information, certification and licensing sections of this Agreement must be completed and submitted to MBA, Inc. by Agent prior to appointment.

C. Agent Administration:

AGENT will be responsible for receiving initial applications and enrollments forms and reviewing master applications and enrollment applications for completeness, accuracy and suitability for coverage. AGENT will then submit applications and all required supplemental information to General Agent or to MBA Inc. All premium funds received by AGENT shall be on a check from the employer/plan sponsor or plan participant, payable either to Senior's Choice or Senior's Security. Such checks shall be held in a fiduciary capacity by AGENT and shall be forwarded immediately to MBA Inc. or the General Agent. Agent shall also submit any and all information necessary for the proper enrollment of the group.

1. AGENT shall comply with all rules and regulations of MBA Inc. and/or insurance carriers underwriting products offered by MBA.
2. AGENT shall comply with all state and federal laws in those jurisdictions where the AGENT operates. AGENT shall also ensure compliance with such state and federal laws by its network of Agents, employees, officers and directors.

3. AGENT shall recognize and hold all software, rates, descriptive materials and other supplies provided by MBA Inc and/or insurance carriers underwriting products offered by MBA Inc. as confidential and proprietary, and shall return such supplies to MBA upon the termination of this Agreement or within 10 days of any written demand by MBA.
4. Any and all advertising and/or marketing materials provided to AGENT by MBA or its designee shall be returned to MBA upon termination of this Agreement or within 10 days of any written demand by MBA.
5. AGENT shall provide prompt service to those employers/plan sponsors participating in insurance programs offered through MBA Inc. for which AGENT is being paid commissions under this Agreement. AGENT shall cooperate fully with MBA Inc. to ensure prompt and courteous service to employer/plan sponsors.
6. AGENT shall provide additional services as necessary to ensure the efficient administration of policies issued through MBA and as reasonably requested by MBA or insurance carriers.

D. Indemnification and Premium Refund:

AGENT shall indemnify and hold MBA, Inc. harmless for any acts or omissions of its agents, employees, officers and directors in the administration and sale of policies under this Agreement.

1. AGENT shall indemnify and hold MBA and insurance carriers(s) harmless for any regulatory fines, penalties, and judgment or settlement amounts, which occur as the result of acts or omissions of AGENT or its employees.
2. AGENT agrees and acknowledges that MBA, Inc. has a first lien against any commissions due AGENT for any indebtedness of AGENT to MBA, Inc. under this Agreement. AGENT further grants MBA, Inc. a security interest in all accounts and/or expirations under the control or in the possession of AGENT in connection with such indebtedness. In the event AGENT fails and/or refuses to pay MBA, Inc. funds that are due, MBA, Inc. shall obtain ownership of accounts and/or expirations under the control or in the possession of AGENT. This provision shall not limit other rights and remedies of MBA, Inc. in connection with the collection of indebtedness by AGENT.
3. AGENT shall promptly refund that portion of its commission that is attributable to refunds paid by MBA, Inc. to any employer/plan sponsor. AGENT shall refund amounts demanded by MBA, Inc. within 10 days of any written refund request.

E. Advertising, Communication & Marketing Materials:

AGENT shall obtain written approval of any and all advertising and/or marketing materials in advance of their uses. For purposes of this paragraph, "marketing materials" means any and all written correspondence or documentation which references Seniors Choice Medical retiree Plan (s), MBA, Inc. and/or any insurance carrier providing products through MBA, Inc. and which is intended to solicit, negotiate or effectuate employer groups for insurance coverage. Such materials include but are not limited to: brochures, letters, presentations, postcards, fliers, facsimiles, applications or any other descriptive literature.

F. Errors and Omissions Coverage:

AGENT shall maintain errors and omissions (professional liability) insurance coverage in the amount of One Million Dollars per claim with a One Million Dollar aggregate and a deductible no greater than \$25,000. AGENT shall provide current declarations pages for such coverage to MBA, Inc. on a yearly basis or as requested by MBA Inc. Further Agent shall promptly notify MBA, Inc. in the event that such errors and omissions coverage are terminated.

G. Authority:

1. AGENT shall have no authority and shall not enter into any agreement in the name of MBA, Inc. or any insurance carrier offering products through MBA, Inc.

2. AGENT shall have no authority and shall not incur debt, expense or liability in the name or on behalf of MBA, Inc. or any insurance carrier offering products through MBA, Inc.
3. AGENT shall have no authority and shall not alter, amend, modify or eliminate any policy provision, application, rider or endorsement for policies and insurance products offered through MBA, Inc.
4. AGENT shall have no authority and shall not infer or suggest that MBA, Inc. is an insurance carrier or is otherwise authorized to issue insurance contracts.
5. AGENT shall have no authority and shall not pay or allow or offer to pay or allow any rebate or inducement for insurance in any manner whatsoever, whether directly or indirectly.
6. AGENT shall have no authority and shall not issue any binding receipt for any contributions or premiums paid by or on behalf of employer/plan sponsors.
7. AGENT shall have no authority and shall not respond to any department of insurance or other regulatory inquiry on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any such complaints/inquiries shall be forwarded to MBA, Inc. within 24 hours of receipt. Further, Agent agrees to fully cooperate with MBA, Inc. and/or insurance carrier(s) in preparing responses to the appropriate regulatory agencies.
8. AGENT shall have no authority to respond to or settle legal action on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any demand letters, complaints, subpoenas or other legal documents relating to products under this Agreement shall be provided to MBA, Inc. (with any supporting documentation) within 24 hours of receipt.
9. AGENT shall have no authority to issue or distribute any marketing or advertising materials without the prior written approval of MBA, Inc. and if necessary, the insurance carriers offering coverage through MBA, Inc.
10. AGENT authorizes MBA to perform or delegate performance of background checks/investigations as part of the licensing process. AGENT acknowledges that such background investigation(s) are authorized and agrees to hold MBA harmless in connection with such background investigations.

II. Responsibilities of MBA, Inc.:

- A. MBA, Inc. agrees to pay AGENT first year and renewal commissions based upon premiums actually paid by an employer/plan sponsor (net of any administration fees). The term "premium" shall mean the premiums actually paid for benefits provided by the policy and shall only include those sums that have been properly paid by the bank or financial institution where any such check is drawn. The commissions to be paid by MBA, Inc. to AGENT are set out in Exhibit "A" attached hereto. MBA, Inc. reserves the right to adjust AGENT commissions on a prospective basis. MBA, Inc. and Agent may agree, on a case by case basis, to enter into a commission modification agreement which can adjust the commission paid to the agent. All such agreements will be executed by both MBA, Inc. and Agent and will be added as an addendum to this Agreement.
- B. MBA, Inc. shall pay AGENT commissions monthly based upon calculations of premiums paid and negotiated for employer/plan sponsors. Commission payments may be subject to adjustment based upon employer/plan sponsor terminations, enrollment changes, administration fees, rate changes, lapses and/or at the direction of the underwriting carrier.
- C. MBA, Inc. shall provide AGENT with approved advertising, marketing and other necessary materials for the solicitation, negotiation and effectuation of coverages offered through MBA, Inc.

- D. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to reject or decline any application and or Agent appointment deemed unacceptable in their sole and exclusive discretion.
- E. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to rescind or reform any certificates of coverage and reserve all other underwriting rights.
- F. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to discontinue withdraw or modify any plan of insurance or endorsement/rider to any policy or plan of insurance.

III. General Provisions:

A. Any notice required pursuant to this Agreement shall be in writing and shall be deemed received (a) when personally delivered, or (b), 72 hours after mailing such notice first class, postage prepaid, to the Agent Address as listed on page one of this agreement. If to MBA:

Merchants Benefit Administration
301 Howard Street, Suite 850
San Francisco, CA 94105

B. This Agreement and any subsequent agreements between the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona. Any action brought to enforce a term or provision of this Agreement shall be brought exclusively in the Maricopa County Superior Court in Phoenix, Arizona. The parties to this Agreement expressly consent to the jurisdiction of such court for the resolution of any disputes arising under this Agreement

C. If any term or provision of this Agreement is determined to be unenforceable, such term or provision shall be stricken from this Agreement and the remaining portions shall remain in full force and effect.

D. This Agreement shall remain in full force and effect until such time that either party provides written notice of its intent to terminate. However, the parties hereto agree that there will be situations where modification of commissions will be necessary in the sales/solicitation process that may affect the total compensation of the parties. In the event the parties agree to such modification, a situation specific Commission Modification Agreement shall be executed by and between MBA, Inc. and Agent. The Commission Modification Agreement shall govern the compensation arrangement for the specific cases it references and will supercede the commission/compensation arrangement contained in this Agreement. Notwithstanding a Commission Modification Agreement, all other rights and responsibilities of this Agreement shall remain in full force and effect. The parties shall continue to respect their rights and responsibilities under this Agreement up to the termination date. Subject to paragraphs E and J below, unless AGENT is indebted to MBA, Inc. AGENT shall continue to receive commissions on business written through MBA, Inc. prior to termination of this Agreement. In order to receive commissions under this Agreement the Agent must be duly licensed and be covered under the appropriate E & O coverage.

E. This Agent Agreement will remain in force as long as MBA, Inc. is recognized by the underwriting insurance carrier as broker of record and so long as such employer sponsored policies/certificates remain in full force and effect and have selected Agent as their broker of record. Additionally, the Agent must maintain licensing and Errors and Omissions coverage in good standing in order for this Agent Agreement to remain in full force and effect.

F. This Agreement constitutes the final, complete and exclusive agreement between the parties hereto and supercedes any and all prior agreements between the parties. No prior or contemporaneous oral representations shall be allowed to supplement, modify or explain this Agreement.

G. This Agreement may only be amended or modified in writing by MBA, Inc.

H. Failure of MBA, Inc. or AGENT to insist upon strict compliance with any provision of this Agreement shall not be construed as a waiver of any provision, which shall remain in full force and affect.

I. If either party is required to institute legal proceedings to enforce a provision of this Agreement, the successful party in such legal proceedings shall be entitled to their reasonable attorney's fees and costs as determined by a court of competent jurisdiction.

J. MBA, Inc. may terminate Agreement immediately and cease paying commissions if Agent violates any of the requirements or provisions as stated in this Agreement.

Accepted by:

Agent Name: _____

Signature: _____

Title: _____

Agency: _____

Date: _____

General Agent Name: _____

Signature: _____

Title: _____

Agency: _____

Date: _____

MGA Name: _____

Signature: _____ Date: _____

MBA, Inc.: _____

Signature: _____ Date: _____

EXHIBIT A

Commission Schedule – Seniors Choice

Effective January 1, 2008

All commissions are net of Administration Fees payable to MBA, Inc. and/or MIFGIT. All commission percentages are based on employer effective date and date of premium receipt.

Writing Agent 1

Per Case commission percentages for small groups:

Writing Agent 1 Years 1 & 2	Writing Agent 1
Seniors Choice Group Retiree Medical Plan	8%
Seniors Choice Prescription Drug Plan	4%
Year 3	
Seniors Choice Group Retiree Medical Plan	6%
Seniors Choice Prescription Drug Plan	3%
Years 4+	
Seniors Choice Group Retiree Medical Plan	4%
Seniors Choice Prescription Drug Plan	2%

This Exhibit shall be subject to all terms and conditions of the MBA Seniors Choice Agent/Broker Agreement. Commissions are subject to change at any time with 30 days prior written notice by MBA, Inc. or its designee.

Failure to forward license and/or E & O documentation to MBA Inc. prior to their respective expiration date(s) will result in the suspension of commissions effective as of the commission cycle immediately following the expiration date(s). Failure to cure the suspension within 90 (ninety) days after the expiration date of either license and/or E & O coverage will result in the forfeiture of commissions retroactive to the expiration date.

After forfeiture, reinstatement of commission payments can be accomplished by providing the required license and/or E & O documentation to MBA Inc. Reinstatement of commissions will commence as of the commission cycle immediately following receipt of the required license and/or E & O documentation.

In no event will commissions be paid for retroactive periods after commission suspension has taken place.

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 ▶
------------------	----------------------------	--------

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.