



HCC Medical Insurance Services  
251 N. Illinois Street, Suite 600  
Indianapolis, Indiana 46204  
main 317 262 2132 web www.hccmis.com

## Producer Agreement

This Producer Agreement is made between HCC Medical Insurance Services, LLC (hereafter “HCCMIS”) with administrative offices at 251 North Illinois Street, Suite 600, Indianapolis, IN 46204, and the party named as Producer herein (“Producer”), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

**Producer License:** With respect to all jurisdictions in which Producer conducts its business and that require by rule or applicable law that Producer be duly licensed as an insurance agent, agency, or broker in order to lawfully transact business as contemplated herein, Producer represents and warrants to HCCMIS that it is duly licensed and will maintain such license (s) in active status and in good standing at all times this Producer Agreement is in effect. In addition, Producer agrees to furnish copies of such licenses upon request by HCCMIS.

**Authority:** HCCMIS authorizes Producer to (a) obtain applications for insurance policies and/or certificates (“Policies”) and submit same to HCCMIS for consideration; (b) collect and remit initial required premiums to HCCMIS; (c) deliver Policies issued by HCCMIS to accepted applicants, if so requested by HCCMIS.

**Limitation of Authority:** It is understood and agreed that Producer and its employees, agents, and representatives shall have no authority to, and shall not under any circumstances: (a) accept risks, pass upon insurability, or bind HCCMIS in any way; (b) make or modify Policies on behalf of HCCMIS or waive any of HCCMIS's rights or requirements; (c) collect or receive premiums or renewal premiums on Policies other than the initial required premium; (d) endorse, cash, or deposit any checks or drafts payable to HCCMIS; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of HCCMIS; (f) advertise or publish any matter or thing that uses any of the names, product names, trademarks, service marks, registered marks, designs, or logos of HCCMIS, its insurers or their respective subsidiaries, affiliates, or related companies without the express prior written consent of HCCMIS (granted or withheld at its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Agent, General Agent, Managing General Agent, or other producer or broker independently contracted with HCCMIS to terminate, default under, breach, or alter its producer contract with HCCMIS; or induce, cause or endeavor to induce or cause any Policyholder to cancel, replace or lapse a Policy; or (h) do or perform any act or thing other than those expressly authorized herein.

**Relationship:** The parties agree that Producer acts solely as an independent contractor and for its own account, and this Agreement shall not create an employer-employee, principal-agent, master-servant, representative, profit-sharing, or joint venture relationship or partnership of any kind between or among Producer (or any Sub-Producer) and HCCMIS or its insurers.

**Reciprocal Indemnity:** Producer agrees to indemnify and hold HCCMIS and its insurers harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by Producer or Producer's directors, officers, employees, or agents, of the obligations of Producer under this Agreement. Likewise, HCCMIS agrees to indemnify and hold Producer harmless from any and all claims, demands, penalties, suits, or actions and from any and all losses, costs, and expenses in connection with, arising out of, or resulting from a default in performance or negligent performance, by HCCMIS or HCCMIS's directors, officers, or employees, of the obligations of HCCMIS under this Agreement. In addition, Producer agrees to maintain errors and omissions insurance throughout the term of this Agreement, and provide HCCMIS with proof of same.

**Service:** Producer agrees to (a) become fully informed as to the provisions and benefits of each Policy offered by HCCMIS for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by HCCMIS and/or its insurers at their sole discretion; (b) represent such Policies adequately and fairly to its clients; (c) provide all usual and customary service to Policyholders in an effort to maintain in force any business placed with HCCMIS.

INITIAL \_\_\_\_\_



**Compliance:** Producer agrees to abide by HCCMIS's administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by HCCMIS which shall become, for all purposes, a part of this Agreement as fully as if contained word for word herein. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify HCCMIS of any complaints, lawsuits, orders, administrative proceedings, licensure matters, and other inquires received from such authorities or from Policyholders relating to applications solicited and/or Policies placed by or through Producer hereunder; and will cooperate with HCCMIS in making timely and appropriate responses.

**Compensation:** HCCMIS agrees to pay commissions, as provided in the Compensation Schedule(s) incorporated herein, upon any premiums received by HCCMIS for Policies issued on applications submitted by Producer under this Agreement and accepted by HCCMIS. Commissions shall be considered payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Policy subsequently rescinded, replaced, or canceled. The Compensation Schedule(s) attached, or which may hereafter be added, is incorporated herein and made a part of this Agreement. HCCMIS reserves the right to change such Compensation Schedules(s) at any time upon written notice to Producer; however, no such change shall be applicable to Policies for which HCCMIS has accepted premium prior to the effective date of such change.

**Accounting:** HCCMIS will provide Producer a monthly statement of all compensation becoming due and payable since the date of the previous monthly statement. In the event HCCMIS refunds any Policyholder's premium for which commission has been paid to Producer, Producer shall promptly refund its compensation attributable to such refunded premium to HCCMIS. HCCMIS is entitled to offset any unpaid amount from Producer's unpaid or future compensation.

**Termination:** This Agreement may be terminated for cause by HCCMIS, immediately upon written notice to Producer, when Producer or any of Producer's employees, agents, or representatives is reasonably believed to have:

- a. misappropriated funds from any Policyholder or HCCMIS;
- b. endeavored to induce HCCMIS's Policyholders to relinquish or cancel Policies;
- c. interfered with the collection of any premium;
- d. engaged in fraudulent acts;
- e. been adjudged bankrupt, executed a general assignment for benefit of creditors, or committed an act of bankruptcy;
- f. otherwise acted to prejudice the interest of HCCMIS.

Additionally, this Agreement will terminate as follows: (a) If Producer is not a corporation or partnership, the date of Producer's death; (b) If Producer is a corporation or partnership, the date the corporation or partnership is dissolved, or on the date of any change in ownership; (c) Immediately in the event of any order of suspension, revocation, or termination of Producer's license by any regulatory authority; or (d) Upon 30 days advance written notice, by either party for any other reason not listed above.

Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; however, if this Agreement is terminated for cause, no compensation, including commissions on premiums received, shall thereafter be payable to Producer by HCCMIS, regardless of stipulations within the Compensation Schedule (s) that would otherwise consider the compensation vested and payable.

**Miscellaneous:** This Agreement is the entire agreement between the parties. This Agreement shall not be assigned without the prior written consent of HCCMIS. No amendment of this Agreement shall be valid unless in writing, signed by HCCMIS. HCCMIS's election not to enforce any provision of this Agreement, arising from wrong-doing or failure by Producer, is neither a waiver nor a reduction of rights. All provisions herein shall be enforceable in any subsequent case of wrong-doing or failure by Producer. Any written notice required under this Agreement shall be complete upon the submission of said notice to the United States Postal Service, addressed to Producer at Producer's last known address, postage prepaid, or to HCCMIS's administrative office mentioned herein. This Agreement shall be construed in accordance with the laws of the state of Indiana exclusive of choice of laws provisions. Any disputes involving this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association with all proceedings to be held in Indianapolis, Indiana.

INITIAL \_\_\_\_\_



Please complete the following information. This Agreement is not valid or effective until signed by an authorized representative of HCCMIS.

1. Full Legal Name of Producer / Agency who will be contractually bound and to whom commission will be paid under this Agreement: \_\_\_\_\_

2. If Agency, please provide name of contact person: \_\_\_\_\_

3. Address (include street address, city, state, country, and postal code):

Physical Address

Mailing Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

6. Email Address: \_\_\_\_\_

7. Website address \_\_\_\_\_

8. Producer's Social Security Number or Agency's Federal Employer Tax ID Number: \_\_\_\_\_

9. Producers / Agencies in the US must attach copies of your resident and all nonresident licenses and W-9.

10.  Please check this box indicating your acknowledgement of the following statement:

I hereby certify that I have read the HCC Medical Insurance Services, LLC Producer Agreement and agree to abide by the provisions of this contract.

SIGNATURE			
Please sign below. If you are submitting this contract electronically, the application will not be signed in the sense of a traditional paper document. This agreement will be signed via an 'electronic signature'. To sign this document electronically, the signatory must enter their name, preceded and followed by the forward slash (/) symbol (e.g. /NAME/).			
Signature*	<input type="text"/>	*Please Use Correct Format: (e.g. /NAME/)	
Signatory's Name	<input type="text"/>	Date Signed	<input type="text"/>
Signatory's Position	<input type="text"/>		



Compensation Schedule

- 1. Contract: Attaching to and forming part of PRODUCER AGREEMENT
- 2. Effective Date: Effective Date of PRODUCER AGREEMENT
- 2. Schedule: Commissions equal to the percentages shown shall apply to premiums received on Policies placed in force under this PRODUCER AGREEMENT, excluding applicable taxes, if any:

Product	Commission % - First Year	Commission % - Renewal Years
Atlas Series / StudentSecure®	15	N/A
CitizenSecure®	15	N/A
GroupSecure®	8	8

**Signature of Producer:**

**Date Signed:**

**FOR OVERRIDING PRODUCER USE ONLY**

This Producer is a Sub-Producer for: Crossborder Services, LLC  
 Parent Producer Contract Number: 23566  
 Parent Producer Name: Crossborder Services, LLC  
 Parent Producer Phone: 1-877-340-7910  
 Parent Producer Address: Five Greentree Center,  
 Suite 104, Route 73  
 Marlton, NJ 08053

**FOR OFFICE USE ONLY**

HCC Medical Insurance Services, LLC  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Authorized Signature)  
 The above Commission Percentages submitted within this Producer Agreement are correct and accurate.   
 (Authorized Signature)  
 \*\*\*\*\*  
 Producer Contract Number: \_\_\_\_\_  
 Effective Date of Producer Agreement: \_\_\_\_\_

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 Business name, if different from above Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional) Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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. person (including a U.S. resident alien).

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

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (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 recipient 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 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 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.**

## 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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's 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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

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 recipients listed above, **1** through **15**.

If the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** 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 or Archer MSA 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:
<b>1.</b> Individual	The individual
<b>2.</b> Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
<b>3.</b> Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
<b>4. a.</b> The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<b>b.</b> So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
<b>5.</b> Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
<b>6.</b> Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
<b>7.</b> A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
<b>8.</b> Corporate or LLC electing corporate status on Form 8832	The corporation
<b>9.</b> Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
<b>10.</b> Partnership or multi-member LLC	The partnership
<b>11.</b> A broker or registered nominee	The broker or nominee
<b>12.</b> 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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. 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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.