



TENNANT RISK SERVICES

New Producer Package

Thank you for your interest in working with Tennant Risk Services. We look forward to providing you and your clients with our specialty expertise in professional liability insurance. We will need the following documents completed and forwarded to us in order to complete the appointment process and bind business on your behalf.

- Producer Profile
- Producer Agreement
- W9
- Copy of your agency's resident state license
- Copy of your E&O declaration page

Please either fax, mail or email these completed documents to us:

eMail: kbyrd@tennant.com
Fax: 860-216-5845
Mail: 10 Crossroads Plaza, 2nd Floor
West Hartford, CT 06117

Please contact us if you have any questions. A copy of the executed Agreement will be returned to you for your permanent records. For additional information on the wholesale and specialty insurance services we provide, please contact us or see our website at www.tennant.com.

Thank you for your interest in Tennant Risk Services. We look forward to working together to solve your clients' specialty insurance needs.



TENNANT RISK SERVICES

Producer Profile

Agency Name _____
 Street _____
 City _____ State _____ Zipcode _____
 Phone _____ Fax _____
 Website _____ Years in Business _____
 State of Resident License: _____ License Number: _____

Employees _____ Number of Producers _____
 Number of Locations _____ States with offices _____
 Total Premium _____ % of Business Commercial _____
 E&S Premium _____ Professional Liability Prem _____
 Retail Agent/Broker Yes No Wholesale broker Yes No

Your Specialties or Concentrations: _____

What wholesalers do you use now? _____

Please list top five carriers _____

Are you interested in: On line quoting Yes No
 Special Programs Yes No

How did you find out about Tennant Risk Services? _____

How can Tennant Risk Services help you? _____

Would you like to receive email information from Tennant Risk Services about the products and services we offer, and educational information on professional liability insurance? Please provide information on who should receive this information and/or attach a more detailed list.

Marketing Contact _____ Email _____
 Producer _____ Email _____
 Producer _____ Email _____
 Producer _____ Email _____

Completed by _____ Email _____

Signature _____ Date _____

Please answer all questions completely and return by email to kbyrd@tennant.com or fax: 860-216-5845

Tennant Risk Services Insurance Agency, LLC

Producer Agreement

Tennant Risk Services Insurance Agency, LLC, a Connecticut limited liability company, (herein after referred to as "Tennant") and the undersigned producer, a corporation, limited liability company or sole proprietorship, (herein after referred to as "Producer") mutually agree as follows:

PRODUCER'S AUTHORITY AND RESPONSIBILITY Tennant will use its reasonable best efforts to place insurance with insurers it has contracted with for applications for insurance provided by Producer to Tennant (hereinafter referred to as the "Business"). In conducting Business with Tennant, Producer is agent of or broker for the applicant for insurance and is not acting as an agent, sub-agent or broker for Tennant. This Agreement and the relationship between the parties and their officers and employees are not intended and shall not be construed to create a partnership, joint venture or employment relationship. Producer is for all purposes an independent contractor.

Producer shall have no authority to bind any insurer for Tennant, or act as agent for Tennant, or commit to or issue binders, policies, or other written evidence of insurance or make, alter or vary any terms of coverage, or include any liability for Tennant. Tennant shall have sole right to accept or reject applications for insurance.

Producer agrees to secure such information, documentation, and other data necessary for Tennant (and any insurer identified by Tennant) to propose, price, underwrite, or otherwise apply to acquire proposals for insurance coverage(s). Producer agrees to properly and accurately obtain, assemble, and assess information provided by applicants to ensure that the terms and conditions of any proposed insurance coverage or policy placed through Tennant shall meet applicant's needs and desires. Tennant's sole responsibility shall be to utilize its reasonable best efforts to provide such insurance products and services as Producer deems appropriate under all the circumstances relevant to applicant's insurance needs. Tennant expressly assumes no obligation to any applicant, insured, or to Producer regarding the amount, adequacy or form of insurance coverage that may be provided under this Agreement.

COMPENSATION As full consideration for the services Producer performs pursuant to this Agreement, Tennant agrees to allow Producer, as commission, a percentage of the premium on each policy written and paid for under this Agreement at a rate mutually agreed upon by Producer and Tennant. For any premium payments made directly to Producer, the agreed commission due Producer may be retained by Producer, and the net premium due remitted to Tennant.

COMPLIANCE WITH STATUTES The Producer hereby warrants to Tennant that Producer is properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which business is transacted. Producer will promptly notify Tennant of any non-renewal, cancellation, suspension, or disciplinary action in respect of its license(s).

The Producer warrants that it will comply with all applicable laws and regulations governing the conduct of business subject to this Agreement in the jurisdiction(s) involved. Certain insurance contracts may be placed by Tennant with insurers not licensed to transact insurance in the state in which the insured is located (hereinafter referred to as "Excess & Surplus Lines"), and certain filings and tax payments may be required to comply with the insurance laws of the state in which the risk is located. Producer shall not place an order with Tennant for any Excess & Surplus Lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the state of residence of the proposed insured.

PREMIUM & ACCOUNTS In consideration of Tennant's handling of such Producer's business as is accepted and for other good and valuable consideration, Producer guarantees payment to Tennant of all premiums on policies of insurance placed by Producer through Tennant. It is further agreed that such payment is due to Tennant in accordance with payment terms as specifically communicated to Producer by Tennant for each policy of insurance, and payment is due whether or not Producer has collected the premium. It is agreed that Producer shall be liable for, and shall pay a return commission at the same rate as originally credited to them, for all return premium, adjustments or cancellations made at the option of Tennant, the insured or otherwise.

FIDUCIARY RESPONSIBILITY OF PRODUCER Any monies collected by Producer while acting in the capacity of Producer for the account of Tennant shall be held by Producer in a fiduciary account in accordance with the laws of the state in which the Producer is located. Producer shall notify Tennant regarding any information of which Producer is aware or becomes aware concerning a potential or actual bankruptcy of an insured/account, including but not limited to, any legal notices received.

CANCELLATION OF INSURANCE Tennant shall have the right, in its sole discretion, to cancel any binder, policy, or insurance contract issued under this Agreement according to the cancellation provisions of such binder, policy, or contract and applicable law. No insurance contract may be returned to Tennant by Producer for flat cancellation unless it is returned and received prior to the inception or effective date of the contract. Producer shall not be entitled to a credit for any flat cancellation unless and until the carrier grants such credit to Tennant. Earned premium shall be computed and charged on every contract cancelled after inception date in accordance with the cancellation provisions of the contract, rules of the insurer, and applicable law. Producer agrees that if Tennant binds coverage, a charge shall be made according to the policy terms and that all fees for the full coverage period are fully earned upon binding. If Producer does not make timely payment of any sums due Tennant, or is not in compliance with insurance regulations, it is understood that Tennant, without limitation of its other remedies, reserves the right to cancel policies.

CLAIMS Producer shall notify Tennant as soon as possible of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and agrees to cooperate fully with Tennant and its insurance companies to facilitate the investigation, adjustment, settlement or payment of any claim when and as requested.

ADVERTISING The Producer shall not cause any advertisement referring to or using the name of Tennant or its insurance companies, or issue or cause to have issued any letter, circular, pamphlet, electronic communication or other publication or statement so referring, without the prior written consent of Tennant. In the event that Tennant is subjected to loss or expense arising out of any unauthorized advertisement, publication or statement of the Producer, the Producer shall be liable for all resulting damages and costs.

WEBSITE & ELECTRONIC MEDIA Tennant may provide Producer use of or access to certain electronic systems and other electronic media, including Tennant's website, in both secured and unsecured environments (herein after referred to as "Website Information"). Website Information includes copyrighted material, trademarks and other proprietary information, and additional provisions regarding its use are provided in the Privacy/Legal section at www.tennant.com. Producer agrees not to disclose or provide access to Website Information, other than Website Information that is generally available to the public, to anyone other than employees, officers and directors of Producer. Producer agrees that it will not modify, publish, participate in the transfer or sale, create derivative works, or in any way exploit any of the Website Information, in whole or in part, without Tennant's prior written authorization.

ERRORS & OMISSIONS INSURANCE The Parties represent and warrant that each shall maintain Errors & Omissions coverage with minimum policy limits of one million dollars (\$1,000,000) while this Agreement is in force. Producer shall provide evidence of Errors & Omissions insurance to Tennant upon each renewal.

ACKNOWLEDGMENT TO HOLD HARMLESS The Parties agree to indemnify and hold each other harmless, including any attorney fees and costs of investigation, and any defense incident thereto, for any acts, errors or omissions in the solicitation, processing, and placement of insurance business under this Agreement, except to the extent that the Party requesting indemnification caused or contributed to the loss. The Party suffering such loss or damage shall promptly notify the other of any action relating to such loss or damage.

Producer understands that Tennant assumes no responsibility to any applicant, insured, or third party regarding the suitability, appropriateness, adequacy, amount or form of coverage for any insurance product or service provided by or placed through Tennant, and Producer agrees to indemnify and hold Tennant harmless from any such claim asserted against Tennant.

TERMINATION OF AGREEMENT The Business conducted under this Agreement may be terminated at any time by either party giving written notice to the other. After the date of termination of the Business conducted under this Agreement, the Producer shall immediately account to Tennant for, and pay to Tennant, all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding insurances, including but not limited to return premium and return commissions. Such termination shall not alter the continued application of this Agreement.

WAIVER OR DEFAULT The failure of Tennant to enforce any of the provisions of this Agreement, or to terminate the Business conducted under this Agreement because of a breach hereof, shall not be deemed to be a waiver of such provisions or of a breach committed by the Producer. If the Producer fails to observe, keep or perform any provision of this Agreement and Tennant incurs damages, obligations, judgments or costs and expenses (including reasonable attorney's fees), Producer shall pay promptly, indemnify, save, defend and hold harmless Tennant from all said damages, obligations, judgments and all costs and expenses incurred by Tennant therein or in enforcing provisions of this Agreement.

ENTIRE AGREEMENT This Agreement, together with any addenda or schedules attached hereto and references herein, constitutes the entire agreement between Tennant and Producer and supersedes and replaces any previous agreements between Tennant and Producer. No oral promises or representations shall be binding, nor shall this Agreement be modified except by agreement in writing attached hereto, executed on behalf of Tennant. This Agreement shall apply to insurance contracts already place, in force at the date hereof and all future insurance contracts which may be placed by Tennant on behalf of Producer.

GOVERNING LAWS This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Connecticut. If applicable law is in conflict with any part of this Agreement, the Agreement will be considered modified to conform with the law. All other provisions will not be affected.

EXECUTED THIS ___ day of _____, .

Producer Company Name Tennant Risk Services Insurance Agency, LLC

Signature (Officer, Principal or Partner) Signature

Signer Name & Title Kimberley L. Byrd, Chief Operating Officer
Signer Name & Title

Producer Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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