

BROKER AGREEMENT

AGENCY

PHONE: () - _____ - _____

MANAGING PARTNER/PRINCIPAL

FAX: () - _____ - _____

MAILING ADDRESS

STREET ADDRESS

CITY, STATE AND ZIP

THIS AGREEMENT, by and between ALL RISKS, LTD ("ARL"), an independent wholesale insurance intermediary, having its principal office at 10150 York Road, 5th Floor, Hunt Valley, Maryland 21030, and _____ (hereinafter referred to as "Broker.")

EXPLANATORY STATEMENT

Broker and ARL wish to undertake a business relationship with each other. Accordingly, in consideration of the mutual covenants and obligations herein, ARL and Broker enter this Agreement.

By checking this box, this agreement will apply to all of the broker's branch offices. Please provide ARL with the contact information for all branch offices including the names of branch managers, addresses, telephone numbers, fax numbers, and email addresses.

1. INDEPENDENT AND NON-RELATED ENTITIES

Broker, in placing business pursuant to this Agreement, recognizes, acknowledges, and confirms that it is at all times a representative and agent of Broker's clients (also referred to herein as "the Insured"), and is *not* an agent, representative or employee of ARL or any insurance companies represented by ARL (also referred to herein as "the Insurer"). Nothing herein is intended or shall be deemed to constitute the Broker being an employee, agent or representative of ARL or the companies and/or intermediaries ARL may use to place insurance coverages.

2. LIMITED AUTHORITY

2.1 No insurance is effective for Broker's clients unless and until specifically confirmed, in writing, by ARL.

2.2 ARL, in its sole and absolute discretion, shall determine whether to accept, reject, or submit to an Insurer for acceptance any applications of insurance for risks submitted by Broker, and ARL shall incur no liability for failure to place any such risk.

Broker shall have no authority to: (a) bind any Insurer for ARL; (b) commit to or issue binders, policies, or other written evidence of insurance on behalf of ARL; or (c) make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. Broker shall not make, alter or vary any terms of coverage, or modify terms of payment of any premium or deposit. Broker shall not take any action that would incur any liability for ARL or for any insurance companies represented by ARL.

3. RESPONSIBILITY

3.1 Broker represents and warrants that Broker is properly licensed to transact business as an agent, broker, or producer in accordance with the insurance laws, rules and regulations of each state in which Broker transacts business. Broker will maintain such license or licenses in good standing for the duration of this Agreement and will furnish proof of such licensing upon request of ARL. Broker will promptly notify ARL of any suspension, cancellation or disciplinary action in respect to its license(s).

3.2 Any and all premium collected by a Broker is to be held by Broker on behalf of the insured or third party financing entity until it is remitted to ARL. A Broker shall remit any premium collected on a policy of insurance procured through ARL in accordance with the express remittance instructions of ARL. ARL does not authorize any Broker to retain any premium collected by the Broker for the benefit of ARL or any Carrier (Insurer) represented by ARL.

3.3 The relationship between ARL and Broker shall not be affected by the insolvency, bankruptcy or other financial condition of the Broker, to the extent permitted by law.

4. COMPENSATION

4.1 On premiums billed to Broker, Broker shall be permitted to collect a commission on business placed on behalf of Broker's clients at a rate that shall be mutually agreed upon at the time of placement of the business. Broker shall return all unearned commissions that result from the changes to the underlying policy premium, and Broker shall be permitted to collect commissions on additional premiums, as mutually agreed upon at the time of the transaction. Notwithstanding any provision in this Agreement to the contrary, no compensation shall be payable to Broker after termination of this Agreement if Broker commits any act of fraud, malfeasance or non-feasance in the performance of its duties or obligations hereunder.

4.2 Commissions payable to Broker for policies direct billed by the Insurer shall be remitted to the Broker on a monthly basis, in the same manner as collected by ARL.

5. PAYMENT OF PREMIUM

5.1 On every insurance contract placed for Broker, Broker shall be liable for the full amount of the premiums, fees and applicable state and federal taxes, less commission, including but not limited to additional premiums charged under audits or retrospective adjustments. Premiums also include any unearned commissions due ARL on policies that have been cancelled, minimum or earned premiums or fully earned fees as specified in the insurance policy.

5.2 ARL's billings may take the form of binders, invoices or statements. Payment of premium is not contingent on issuance of any binder, certificate or policy. Broker is fully responsible for the timely collection and remission of premiums, fees and applicable taxes from its clients. Payment due dates may vary based on the credit terms of the insurance carrier or intermediary used by ARL.

5.3 Broker warrants that all funds collected under this agreement will be held in a fiduciary account as required by applicable state law(s), wholly separated from any operating funds, unless specifically allowed by state law.

5.4 No policy may be canceled flat unless agreed to by the issuing insurance company.

5.5 Broker may be relieved of responsibility for audits which are uncollectible, if Broker returns same to ARL within 20 (twenty) days of billing date. Broker's written request for direct collection shall include evidence of its reasonable collection attempts. Such evidence should include copies of invoices to the Insured and any related correspondence.

5.6 Disputed audits may not be returned for direct collection until the dispute is resolved. Disputes will be deemed resolved at the sole discretion of ARL or the issuing insurance company. The Broker will not be paid commission on any audit returned for direct collection.

5.7 If Broker fails to remit premiums by the due date, ARL may, at its sole option, initiate direct collections against Broker's client on any outstanding premiums. ARL may cancel or non-renew a policy for non-payment of premium or take such other action as may be reasonably necessary to protect its interests.

5.8 Remittances are to be directed to the address indicated on the invoice. Payment of funds does not constitute coverage unless indicated by binder, policy or endorsement. ARL is not obligated to accept any payment marked "paid in full" on

disputed amounts, and expressly reserves the right to reject such payment, even if deposited by ARL.

5.9 Broker acknowledges ARL's right to offset the Broker's compensation by any outstanding premiums or unearned commissions due from Broker if Broker fails to remit such items prior to the due date specified.

6. CLAIMS

Broker will report promptly to ARL any claims, suits, and/or notice of loss. Broker will cooperate fully to facilitate investigation and settlement of any claims as requested by ARL or the issuing insurance company.

7. ATTORNEY'S FEES

In any action or proceeding brought by ARL to recover sums due from Broker under the terms of this Agreement, Broker agrees to reimburse ARL for all costs and expenses ARL incurs incident thereto, including ARL's reasonable attorneys' fees.

8. CANCELLATION OF INSURANCE

If Broker does not make timely payment of any sums due ARL, ARL, without limitation of other remedies, may initiate cancellation of the subject policies and/or accounts. Broker acknowledges that ARL or the issuing insurance company is under no duty to reinstate a policy if the policy is cancelled. Payments made directly to ARL on a delinquent account will not constitute acceptance of such funds by ARL, nor will such payments effect the reinstatement of any policy being cancelled. Unless expressly approved by ARL in writing, Broker shall not accept from the Insured any late payment of premium when Broker has prior knowledge, whether actual or constructive, that the policy for which the late premium has been collected is cancelled.

9. FINANCED PREMIUMS

On all financed premiums, ARL will remit payment for any return premiums, less earned commission, directly to the finance company. The ultimate liability of ARL for payment to a finance company, Broker or the Insured shall never exceed the amount of return premium less unearned commission developed. Broker agrees that financing arrangements do not modify Broker's obligation to make timely payments of premium.

10. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

ARL shall be under no obligation to give Broker advance notice of expiration of any policies of insurance. Renewal policies will only be placed upon written request

from the Broker and are subject to the terms and conditions available at that time. ARL shall not be liable for the inability to place coverage comparable to the expiring policy.

11. OWNERSHIP OF THE BUSINESS

11.1 ARL expressly recognizes the ownership of all business placed under this Agreement by the Broker. In the event of termination of this Agreement, so long as Broker has promptly accounted for and paid all premiums for which it may be liable, Broker's records, and use and control of the expirations, shall remain the property of Broker and be left in its undisputed possession; otherwise, use of the records and control of the expirations shall be vested promptly and exclusively in ARL until all of ARL's interests have been satisfied.

11.2 This Agreement applies to current policies already placed through ARL and in force as of the date of this Agreement as well as all future policies which may be placed by ARL for Broker. Broker agrees to keep complete and accurate records and accounts for all policies placed through ARL and to permit ARL to inspect such records and accounts during normal business hours.

12. ADVERTISING

Absent ARL's prior written approval, Broker shall not generate or utilize any advertising containing: (a) the ARL name, logo or derivatives thereof; or (b) the name of any insurance company represented by ARL. In the event ARL suffers any loss or expense arising from Broker's violation of this paragraph, Broker shall be liable for, and hereby agrees to indemnify ARL and hold ARL harmless from, any and all resulting damages, fines, penalties, costs, and attorney's fees.

13. NO RESPONSIBILITY OR GUARANTEE

It is the responsibility of the Broker to represent his/her clients and to inform ARL promptly as to the type and amount of coverage to be considered for quotation. ARL shall not have any responsibility or liability to Broker, the Insured, or any other person with regard to the adequacy, amount or form of coverage obtained through any insurance company. Broker agrees to indemnify and hold ARL harmless from any claim or suit asserted against ARL as a result of ARL following the instructions of Broker. ARL is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. ARL shall have no liability for non-payment of claims due to the insolvency of an Insurer, or otherwise, under contracts of insurance placed by ARL.

14. ERRORS AND OMISSIONS COVERAGE

Broker confirms that it now has, and that it agrees to maintain, insurance agent's Errors & Omissions coverage, with a minimum policy limit of one million dollars (\$1,000,000) for itself and those for whom it is responsible while this Agreement is in force. Broker will furnish proper evidence of such coverage upon request of ARL. Broker will provide ARL with prompt written notice of any change, cancellation or other termination of its Errors & Omissions coverage. ARL represents that it carries appropriate Errors and Omissions coverage for itself and those for whom it is responsible. Upon written request, evidence of ARL coverage will not be unreasonably withheld.

15. HOLD HARMLESS

15.1 Broker agrees to indemnify and hold harmless ARL, its subsidiaries and affiliates and their respective officers, directors, and employees from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees) arising out of or resulting from, in whole or in part any act, error or omission, whether intentional or unintentional, by Broker, its officers, directors, or employees related to or arising out of the business covered by this agreement (including, without limitation any failure of the broker to comply with applicable local, state or federal laws or regulations applicable to the performance or services hereunder.)

15.2 Provided the Broker is in compliance with all terms and conditions of this agreement and further provided that Broker will not have caused or contributed to the making of a claim on one or more policies of insurance which the Broker has placed through ARL, ARL will indemnify and hold harmless the Broker and its officers, directors, and employees from any claims arising out of any willful misconduct or negligent act or omission of ARL, with respect to or arising from its services or obligations under this Agreement.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between ARL and Broker. No amendments or modifications will be effective unless made in writing by a duly authorized representative of both parties.

17. EXECUTION AND ACCEPTANCE OF AGREEMENT

This Agreement is effective upon signed and dated acceptance by ARL. This Agreement supersedes and replaces all prior agreements and arrangements between

Broker and ARL related to the same or similar matters and constitute the entire and exclusive Agreement between the parties. Each individual signing this contract warrants that he or she has the full authority to execute this Agreement.

18. TERMINATION OF THIS AGREEMENT

18.1 This Agreement may be terminated at any time by either party immediately upon written notice to the other party. This Agreement shall also terminate automatically and immediately in the event of: (a) lapse, or revocation by any authority, of Broker's license or certificate of authority; (b) the commission of any fraudulent act or willful, gross misconduct by Broker; (c) Broker's insolvency or bankruptcy; or (d) Broker's failure to remit promptly premiums or unearned commissions.

18.2 All representations and obligations of Broker herein shall survive the termination of this Agreement.

18.3 After the date of termination of this Agreement, Broker shall promptly complete the collection and accounting to ARL for all premiums, commissions, and other transactions unaccounted for on the date of termination, or arising thereafter in respect of outstanding policies of insurance, including but not limited to, return premium and return commissions.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

20. CONFORMITY TO STATUTE

Any portions of this Agreement that are not in conformity with state or local laws are hereby amended to conform to those Laws; however, this does not abrogate the remainder of this Agreement.

21. BINDING ARBITRATION

For all disputes arising under this Agreement, the parties agree to submit such dispute to arbitration. The arbitrator shall be selected, and the arbitration shall be conducted, in accordance with the Commercial Rules of the American Arbitration Association, but not under the auspices of the American Arbitration Association, when the parties mutually agree to proceed under its rules. The arbitration will take place in Baltimore, Maryland. In such arbitration proceedings, the arbitrator shall have the discretion, to be exercised in accordance with applicable law, to allocate among the

parties the arbitrator's fees, tribunal and other administrative and litigation costs and, to the prevailing party, attorneys' fees. The award of the arbitrator may be confirmed before and entered as a judgment of any court having jurisdiction of the parties. Nothing in this paragraph shall restrict ARL from initiating litigation to obtain judicially-ordered injunctive relief to protect ARL'S rights under this Agreement, regardless whether such litigation is in lieu of, or in addition to, arbitration proceedings.

22. GOVERNING LAW; BINDING EFFECT

This Agreement shall be governed by, and construed in accordance with, the laws of Maryland, without regard to its laws related to choice of law or conflict of law. The parties hereto consent to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland or the applicable state court of Baltimore County, Maryland for any action that may be brought in connection with this agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

23. MISCELLANEOUS

23.1 Word Forms. References in the Agreement in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders. All references in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

23.2 Nonwaiver. The waiver by ARL of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or as a waiver of any other provisions of this Agreement.

23.3 Electronic Communication. Broker agrees to receive communications from ARL via facsimile and electronic mail for updates and announcements regarding products and services as well as policies, and policy documents including but not limited to endorsements, certificates non renewal and cancellations. Broker may opt out of receiving such notifications in accordance with the opt out instructions provided by ARL in any such communications or by notifying the company in writing.

23.4 Headings. The article, section, subsection and paragraph headings contained herein have been included for convenience only. They are not part of this Agreement, and shall not be taken as an interpretation of any of its provisions.

23.5 Succession and Assignment. This Agreement shall be binding upon the parties hereto and is not assignable by Broker. This Agreement shall inure, however, to the benefit of ARL'S successors and assigns, including, without limitation, successor corporations by way of merger or consolidation or any entity which purchases

substantially all of the assets of ARL.

23.6 Effective Date of Agreement. This Agreement becomes effective upon the execution of the Agreement by both the Broker and ARL.

BROKER

By: _____

Title: _____

Dated: _____

ALL RISKS, LTD.

By: Matthew D. Nichols

Title: President

Dated: _____

FOR ALL RISKS OFFICE USE ONLY:
ALL RISKS LTD. BROKER CODE

ADDITIONAL REQUIRED DETAIL

AGENCY CONTACT INFORMATION:

Agency Name: _____ FEIN: _____

Agency DBA / Additional Entities: _____

Mailing Address: _____

Main Phone Number: _____ Main Fax Number: _____

Agency Principal Name:	E-mail:
Marketing Contact Name:	E-mail:
Accounting Contact Name:	E-mail:
Claims Contact Name:	E-mail:

AGENCY PROFILE:

Number of Years Doing Business: _____ Approximate Agency Annual Premium: _____

Anticipated Volume with All Risks, Ltd: _____

Errors & Omissions Carrier: _____ Crime Fidelity Carrier: _____

Limits of Liability: _____ Limit of Insurance: _____

Effective and Expiration Dates: _____ Effective and Expiration Dates: _____

Lines of Business Currently Writing: _____

Please check the states that your agency and/or producers are licensed.

*** License copy or state website license detail must be submitted for states checked.**

****New York license must be a Broker line of authority. P&C is not acceptable.**

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Illinois | <input type="checkbox"/> Montana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Indiana | <input type="checkbox"/> Nebraska | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Iowa | <input type="checkbox"/> Nevada | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Kansas | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> California | <input type="checkbox"/> Kentucky | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Louisiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Maine | <input type="checkbox"/> **New York | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Maryland | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Michigan | <input type="checkbox"/> Ohio | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Oregon | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Missouri | <input type="checkbox"/> Pennsylvania | |

Professional Trade Association Memberships and/or Affiliations:

Additional Office Locations:

Please provide only if the box is checked on Page 1 of the Broker Agreement.

NAME	ADDRESS (number, street, and suite)	CITY, STATE, AND ZIP CODE

AGENCY PRODUCERS:

Please provide the name and e-mail address of any licensed agent that will be quoting online at our website

www.allrisks.com.

NAME	E-MAIL

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.