

INTERNATIONAL MEDICAL GROUP, INC. PRODUCER AGREEMENT

This Producer Agreement (this "Agreement") is made between International Medical Group[®], Inc., with administrative offices at 2960 North Meridian Street, Indianapolis, Indiana 46208 ("IMG[®]"), and the party named as Producer herein ("Producer"), and shall be effective as of the Effective Date set forth below. The parties agree as follows:

1. **IMG Capacity.** The parties acknowledge that IMG acts as managing general underwriter and plan administrator for and on behalf of one or more insurance carriers ("its insurers") with respect to the placement and administration of various individual, family and/or group short-term and/or renewable travel, accident, health, life and sickness insurance coverages effectuated by the issuance of insurance certificates to eligible, qualified and approved applicants ("Certificates").

2. **Producer License.** With respect to all jurisdictions in which Producer conducts its business and which require by rule or applicable law that Producer be duly licensed, authorized or qualified as an insurance agent, agency, or broker in order to lawfully transact insurance business as contemplated herein ("License Required Jurisdictions"), Producer represents and warrants to IMG: (a) that it is so duly licensed, authorized and qualified; (b) that it will maintain such license(s), authority(ies) and qualification(s) in active status and in good standing at all times this Agreement is in effect; and (c) that such license(s), authority(ies) and qualification(s) authorize(s) Producer to transact insurance business as contemplated herein in all such License Required Jurisdictions. The authorities granted by IMG to Producer under paragraph 3 of this Agreement shall only be effective: (i) in License Required Jurisdictions where Producer is duly licensed, authorized, and qualified by the appropriate regulatory agencies or governmental authorities, and (ii) in such other jurisdictions or foreign countries where no such license, authorization or qualification requirements apply.

3. **Authority.** Upon execution hereof by the parties and continuing so long as this Agreement is in effect, IMG authorizes Producer to: (a) solicit applications for Certificates and submit same to IMG for consideration, (b) collect initial required premiums thereon and remit same to IMG at the time of application, and (c) if requested by IMG, deliver issued Certificates and related materials to eligible, qualified and accepted applicants ("Certificateholders"). All such premiums received by Producer shall be held in a fiduciary and trust capacity for the account of IMG and its insurers.

4. **Limitation of Authority.** It is understood and agreed that Producer and its employees, agents and representatives shall have no authority to, and shall not under any circumstances: (a) approve applications for Certificates; evaluate or accept risks for or on behalf of IMG or its insurers; pass upon the insurability of applicants or prospective Certificateholders; or act for, speak for, or bind IMG or its insurers in any way; (b) make, alter, waive, amend, or modify in whole or in part any Certificate or any application therefore, or waive, release, compromise or settle any of IMG's or its insurers' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewal premiums on Certificates other than the premium required at the time of initial application; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to IMG or its insurers; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of IMG or its insurers or any derivative thereof; (f) advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of IMG, its insurers or their respective subsidiaries, affiliates or related companies without the express prior written consent of IMG (granted or withheld in its sole discretion); (g) directly or indirectly induce, cause, or endeavor to induce or cause any Producer, General Producer, Managing General Producer or other agent or broker independently contracted with IMG to terminate, default under, breach, or alter its producer contract with IMG; or induce, cause or endeavor to induce or cause any Certificateholder to cancel, replace or lapse a Certificate; or (h) do or perform any other act or thing relating to the Certificates, premiums or applications except as expressly authorized herein.

5. **Relationship.** The parties agree that Producer acts hereunder solely as an independent contractor and for its own account, and this Agreement does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Producer (or any Sub-Producer) and IMG or its insurers. All acts, omissions and statements made or undertaken by Producer in pursuit of the authorities granted herein are made and undertaken by Producer for its own account and/or as agent and representative of the applicant, prospective applicant, or Certificateholder.

6. **Reciprocal Indemnity.** Producer agrees to indemnify and hold IMG and its insurers harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses (including attorneys' fees) (collectively, "Claims") incurred or suffered by or assessed against IMG or its insurers arising out of or resulting from any default or breach by Producer hereunder. Likewise, IMG agrees to indemnify and hold Producer harmless from any and all Claims incurred or suffered by or assessed against Producer arising out of or resulting from any default or breach by IMG hereunder.

7. **Service.** Producer agrees to become informed of the terms, conditions, limits, exclusions and benefits ("Terms") of each Certificate for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by IMG and/or its insurers in their sole discretion, and to represent and disclose such Terms fully, truthfully and accurately to all applicants, prospective applicants, and Certificateholders.

8. Compliance. Producer agrees to abide by IMG's reasonable administrative procedures and guidelines as disclosed to Producer from time to time. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify IMG of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Certificateholders relating to applications solicited and/or Certificates placed by or through Producer hereunder; and will cooperate with IMG in making timely and appropriate responses.

9. Compensation. IMG will pay commissions to Producer as provided in the attached Compensation Schedule(s) on any premiums received for Certificates issued on applications solicited and submitted by Producer under this Agreement and accepted by IMG, which commissions will be payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Certificates subsequently rescinded, replaced or cancelled. IMG reserves the right: (a) to accrue and defer, on an annual basis, payment of commissions until a minimum of \$50.00 becomes due, and (b) to modify or amend the Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon 60 days advance written notice to Producer, whereupon the modified or amended Compensation Schedule(s) will supercede and replace any prior Compensation Schedule(s) and will then be controlling under this Agreement. However, no such modification or amendment will apply to then-issued Certificates for which IMG has previously accepted premiums.

10. Accounting. IMG will provide Producer monthly statements of commissions payable hereunder, which statements will be deemed approved and accepted by Producer and shall be final and binding unless IMG receives written objection thereto within 90 days of mailing same to Producer's last known address. If IMG or its insurers cancels, rescinds or terminates a Certificate and refunds premiums previously paid, any commissions previously paid or credited to Producer on the amount refunded will be repaid or re-credited to IMG by Producer, or may be deducted or offset by IMG against any commissions thereafter payable to Producer.

11. Termination. This Agreement and the authorities granted to Producer hereunder will terminate:

(a) for cause, immediately upon notice by IMG to Producer, if Producer or any of Producer's employees, agents, or representatives: (i) misappropriates funds from any applicant or Certificateholder or from IMG or its insurers; (ii) induces or causes any Producer, General Producer, Managing General Producer or other agent or broker independently contracted with IMG to cancel or breach its contract with IMG or to otherwise leave its services, or induces or causes any Certificateholder to cancel, replace or lapse a Certificate; (iii) interferes with the collection of renewal premiums; (iv) engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission which could or tends to negatively impair the reputation or goodwill of IMG or its insurers; (v) is adjudged a bankrupt or executes a general assignment for the benefit of its creditors; or (vi) materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner which could or does prejudice materially the rights or interests of IMG or its insurers;

(b) on the date that Producer, IMG or its insurers ceases ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity; and/or

(c) in the event of any order of suspension, revocation or termination of Producer's, IMG's or its insurers' respective license, or any order to cease or desist business operations hereunder.

Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, with or without cause; by giving the other party at least 30 days advance written notice. Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by IMG under paragraphs 11(a)(i)-(vi), regardless of what the Compensation Schedule(s) might provide, no compensation of any kind shall thereafter be payable to Producer by IMG with respect to premiums received thereafter, including compensation that would otherwise be considered vested compensation.

12. Return of Materials. Upon request by IMG, all application forms, brochures, marketing, sales, promotional and advertising materials, and all other materials and supplies furnished to Producer by IMG or its subsidiaries, insurers, affiliates, or related companies will be promptly returned by Producer to IMG.

13. Miscellaneous. This Agreement shall not be assigned or transferred in whole or in part by Producer, nor shall any of Producer's rights, duties or obligations hereunder be assigned or delegated to any third party, without the express prior written consent of IMG. Subject to the provisions of paragraph 9, above, regarding IMG's right to modify or amend Compensation Schedules upon notice, no amendment or modification of this Agreement will be valid or enforceable unless signed by both parties. Plural terms used herein shall include the singular, and neuter terms shall include the masculine and feminine, as the context may require. The provisions of paragraphs 5, 6, 10, 12 and 13 herein shall survive the termination of this Agreement. This Agreement will be governed by and enforced in accordance with Indiana laws, and sole and exclusive venue and jurisdiction for any action, lawsuit or proceeding arising under or concerning this Agreement shall be in a Court of competent jurisdiction located in Indianapolis, Marion County, Indiana.

In order for this Producer Agreement to be considered by IMG, please type or print the following information (Note: All information must be provided, as applicable. If Producer resides or operates its business in a country other than the United States, Producer may disregard the information requests below which do not apply):

Full Legal Name of Producer (i.e., the name of the person, agency or broker who will be contractually bound and to whom commissions will be paid under this Agreement): _____

Mailing and Street Address of Producer: _____

Producer's Country of Residence/Place of Business: _____

Producer's Telephone Number: _____

Producer's Telefax Number: _____

Producer's E-mail address: _____

Producer's Website address: _____

Producer's type of Legal Entity (please provide all information that applies):

_____ Individual (Social Security Number: _____)

_____ Proprietorship (d/b/a name, if any: _____)

_____ Corporation (state/country of incorporation: _____)

_____ Limited Partnership (state/country of formation: _____)

_____ General Partnership (state/country of formation: _____)

_____ Limited Liability Company (state/country of formation: _____)

_____ Other (describe: _____)

Producer's Federal Employer Tax ID No.: _____

Name and Title of Producer's Contact Person: _____

For Tax Reporting Purposes Use:

- Producer's Federal Employer Tax ID No.
- Producer's Social Security Number
- Other Tax ID No. (describe: _____)

The Required Copy of Producer's State or Foreign Country Insurance License is attached:

- Yes
- Not applicable (reason: _____)

Ins-Special, Inc
7505 State Hwy 37 / PO Box 218
Purdy, MO 65734
service@insspecial.com
800-789-0182

Signature of Producer:

By: _____
(Authorized Signature)

(Printed Name – Title)

FOR OFFICE USE ONLY

[This Agreement is not valid or effective until properly endorsed and counter-signed by a duly authorized representative of IMG]

International Medical Group, Inc.

By: _____
Jeff Nasser, Senior Vice President, Marketing

**COMPENSATION SCHEDULE – PRODUCER,
INDIVIDUAL INSURANCE PRODUCTS**

Commissions and renewal commissions equal to the percentages shown shall apply to premiums received on Certificates placed in force under this Producer Agreement (Producer) during the effectiveness of this Schedule, excluding applicable taxes, if any. Commissions and renewal commissions may be reduced by the amount of any commissions, override commissions, bonuses or other compensation which IMG pays directly to Sub-Producers or their executors, administrators, surviving spouses, or estates.

	Commission (%) Certificate Year <u>1</u>	Renewal Commissions (%) Certificate Years <u>2 plus</u>
Patriot Series	10	N/A
Global Series	15	5
GEO / GEM	6 (Dental 4%)	6 (Dental 4%)

Monthly Commissions are calculated using the following formula:

$$\begin{matrix} \text{Monthly} \\ \text{Gross} \\ \text{Premium} \end{matrix} - \begin{matrix} \text{Applicable} \\ \text{Surplus Lines} \\ \text{Taxes} \end{matrix} \times \begin{matrix} \text{Commission} \\ \text{Percentage} \end{matrix} = \begin{matrix} \text{Gross} \\ \text{Commission} \end{matrix}$$

Producer Contract No: _____ (Assigned by IMG)

Effective Date of Producer Agreement: _____ (Determined by IMG)

Account Executive/ Regional Sales Manager: _____

FOR OVERRIDING PRODUCER USE ONLY

This Producer is a Sub-Producer for:

Parent Producer Contract Number:

Name: _____ Phone/Fax: _____

Address:

Contact Person:

Ins-Special, Inc
7505 State Hwy 37 / PO Box 218
Purdy, MO 65734
service@insspecial.com
800-789-0182

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
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. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								

or

Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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

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

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

