

THIS PRODUCER AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN CAVALIER INSURANCE MARKETING SERVICES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND OR CAVALIER ASSOCIATES INSURANCE SERVICES **DOING BUSINESS AS CAVALIER ASSOCIATES (“CAV”)**, ON THE ONE HAND, THE PRODUCER NAMED BELOW (THE “PRODUCER”), THE PRODUCER’S PRINCIPAL NAMED BELOW (“PRINCIPAL”), AND THE PRODUCER’S AFFILIATED INSURANCE AGENCY, IF APPLICABLE (“PRODUCER AGENCY”) (COLLECTIVELY THE “PRODUCER”), ON THE OTHER HAND.

SOCIAL SECURITY/TAX ID #: _____ E-MAIL: _____

WHEREAS, CAV IS A GENERAL AGENT, MANAGING GENERAL AGENT, AND/OR BROKER FOR INSURANCE CARRIERS UNDER VARIOUS CONTRACTS (“CAV CARRIERS”) AND HAS THE AUTHORITY TO RECOMMEND THE APPOINTMENT OF THE PRODUCER TO SELL THE INSURANCE PRODUCTS OF CAV CARRIERS; AND

WHEREAS, PRODUCER IS AN INDEPENDENT CONTRACTOR AND DESIRES TO BE APPOINTED THROUGH CAV TO ACCESS SUCH LIFE INSURANCE PRODUCTS FROM CAV CARRIERS;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROVISIONS HEREINAFTER SET FORTH AND FOR OTHER GOOD AND VALUABLE CONSIDERATION AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE PRODUCER SHALL COMPLY WITH ALL (I) FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND RULES APPLICABLE TO THE PRODUCER'S SOLICITATION OF INSURANCE PRODUCTS, AND (II) ALL RULES, POLICIES, PROCEDURES AND STANDARDS WHICH ARE PROVIDED TO THE PRODUCER BY CAV OR BY ANY CAV CARRIER.
- A. THE PRODUCER SHALL BE FULLY RESPONSIBLE FOR MONITORING AND COMPLYING WITH ALL PRODUCER INFORMATION AND INSTRUCTIONS RELEASED BY CAV CARRIERS WITH WHICH THE PRODUCER IS APPOINTED OR WILL REQUEST APPOINTMENT.
- B. THE PRODUCER SHALL HOLD THE APPROPRIATE INSURANCE LICENSE(S) IN THE STATE OF SOLICITATION AND IN THE STATE WHERE THE APPLICATION IS SIGNED PRIOR TO SUBMITTING AN APPLICATION FOR INSURANCE TO CAV AND, UPON REQUEST BY CAV, SHALL PROVIDE A TRUE AND CORRECT COPY OF PRODUCER'S INSURANCE LICENSES.
- C. THE PRODUCER SHALL COMPLETE PRE-CONTRACTING OR APPOINTMENT PAPERWORK WITH THE CAV CARRIER PRIOR TO SOLICITING THE SALE OF A PRODUCT, IF REQUIRED.
- D. THE PRODUCER SHALL NOT ALTER, MODIFY, WAIVE, OR AMEND ANY OF THE TERMS, RATES OR CONDITIONS OF ANY ADVERTISEMENT, BROCHURES, APPLICATIONS, POLICIES, CONTRACTS OR OTHER MATERIALS PROVIDED TO THE PRODUCER BY CAV OR ANY CAV CARRIER UNLESS SUBMITTED AND APPROVED IN WRITING BY CAV AND/OR THE CAV CARRIER. THE PRODUCER SHALL NOT CREATE ANY MATERIALS THAT REFERENCE CAV OR CAV CARRIERS UNLESS SUBMITTED AND APPROVED IN WRITING BY CAV AND/OR THE CAV CARRIER.

INDEPENDENT PRODUCER AGREEMENT

- E. THE PRODUCER SHALL NOT SHARE COMMISSIONS OR ANY OTHER COMPENSATION (INCLUDING ANYTHING OF VALUE TO INDUCE THE SALE OF A CAV CARRIER PRODUCT) WITH AN UNLICENSED PERSON OR ENTITY. CAV DOES NOT PERMIT REBATING.
2. THE PRODUCER SHALL AT ALL TIMES MAINTAIN LIABILITY INSURANCE COVERING THE PRODUCER AND THE PRODUCER'S AGENTS AND EMPLOYEES AGAINST CLAIMS FOR DAMAGES BASED ON ACTUAL OR ALLEGED PROFESSIONAL ERRORS OR OMISSIONS IN AN AMOUNT AND WITH AN INSURER REASONABLY ACCEPTABLE TO CAV. PROOF OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO CAV UPON REQUEST AND PRODUCER SHALL NOTIFY CAV IMMEDIATELY IF FOR ANY REASON SUCH INSURANCE COVERAGE CEASES TO BE IN EFFECT.
3. FROM TIME TO TIME CAV, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITH NO OBLIGATION TO DO SO, MAY ADVANCE COMMISSIONS TO PRODUCER PRIOR TO COLLECTION OF THE COMMISSION AMOUNT FROM THE APPLICABLE CAV CARRIER (EACH SUCH ADVANCE BEING REFERRED TO HEREIN AS AN "ADVANCE" AND ALL SUCH ADVANCES BEING REFERRED TO COLLECTIVELY HEREIN AS THE "LOAN"). WITH RESPECT TO THE LOAN AND ANY INDIVIDUAL ADVANCE, PRODUCER AGREES AS FOLLOWS:
 - A. CAV HAS A RIGHT OF OFFSET AGAINST ALL COMMISSIONS AND ANY OTHER COMPENSATION PAYABLE BY CAV TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH CAV, AS SECURITY FOR THE PAYMENT OF ANY EXISTING OR FUTURE DEBIT BALANCE OR OTHER INDEBTEDNESS OF PRODUCER TO CAV. CAV MAY AT ANY TIME AND FROM TIME TO TIME, WITH OR WITHOUT NOTICE OR JUDICIAL ACTION, EXERCISE SUCH RIGHT BY OFFSETTING SUCH INDEBTEDNESS AGAINST ANY COMMISSIONS AND OTHER COMPENSATION OTHERWISE DUE TO PRODUCER. THIS RIGHT OF OFFSET SHALL NOT BE EXTINGUISHED BY THE TERMINATION OF THIS AGREEMENT OR ANY OTHER AGREEMENT. FOR PURPOSES OF CLARIFICATION, THE LOAN NEED NOT BE IN DEFAULT FOR CAV TO OFFSET AMOUNTS DUE TO CAV AGAINST COMMISSIONS AND OTHER COMPENSATION PAYABLE BY CAV TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH CAV.
 - B. IN THE EVENT THAT ANY POLICY OR OTHER INSURANCE PRODUCT SOLD BY PRODUCER (A "POLICY") IS RECAPTURED OR ACCEPTANCE OF SUCH POLICY IS RESCINDED OR REVOKED BY A CAV CARRIER AFTER AN ADVANCE HAS BEEN MADE BASED ON THE COMMISSION FOR SUCH POLICY, PRODUCER SHALL REPAY TO CAV THE TOTAL AMOUNT OF SUCH ADVANCE WITHIN THIRTY (30) DAYS AFTER CAV DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH RESCISSION OR REVOCATION.
 - C. IN THE EVENT THAT, AFTER AN ADVANCE HAS BEEN MADE BASED ON A COMMISSION FOR ANY POLICY: (I) PREMIUMS FOR SUCH POLICY ARE RETURNED TO A CAV CARRIER AND CAV CARRIER SUBSEQUENTLY DEMANDS A REFUND OF ALL OR PART OF THE COMMISSIONS PAID BY THE CAV CARRIER TO CAV OR (II) CAV IS SUBJECT TO CHARGEBACKS IN CONNECTION WITH SUCH POLICY, PRODUCER SHALL REPAY CAV THE AMOUNT OF THE ADVANCE TO THE EXTENT OF THE REFUND (PRO RATA BASED ON THE PERCENTAGE OF THE COMMISSIONS PAID TO CAV THAT ARE ATTRIBUTABLE TO THE PRODUCER'S COMMISSION) OR CHARGEBACK WITHIN THIRTY (30) DAYS AFTER CAV DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH REFUND OR CHARGEBACK.
 - D. IN THE EVENT THAT PRODUCER HAS BEEN OVERPAID FOR ANY REASON, PRODUCER SHALL REPAY CAV THE AMOUNT OF THE OVERPAYMENT WITHIN THIRTY (30) DAYS AFTER CAV DELIVERS WRITTEN NOTIFICATION TO PRODUCER OF SUCH OVERPAYMENT.
 - E. IF PRODUCER FAILS TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED

INDEPENDENT PRODUCER AGREEMENT

HEREUNDER, CAV MAY OFFSET SUCH AMOUNTS, PLUS APPLICABLE LATE FEES AND OR INTEREST, FROM ANY FUTURE COMMISSIONS DUE TO PRODUCER. FAILURE TO RETURN THE AMOUNTS DUE UNDER THIS SECTION 3(B) AS REQUIRED HEREUNDER SHALL BE A DEFAULT BY PRODUCER, NOTWITHSTANDING ANY ELECTION BY CAV TO OFFSET THE AMOUNTS OWED AGAINST FUTURE COMMISSIONS. NO SUCH OFFSET SHALL BE CONSTRUED AS A WAIVER OF ANY OF CAV'S AVAILABLE RIGHTS AND REMEDIES IN CONNECTION WITH SUCH DEFAULT.

- F. THE PRODUCER SHALL IMMEDIATELY REPAY TO CAV ALL COMMISSIONS AND OTHER COMPENSATION PAID IN CONNECTION WITH (I) POLICIES FOR WHICH PREMIUMS HAVE BEEN RETURNED, (II) POLICIES THAT HAVE BEEN SUBJECT TO RECAPTURE, (III) POLICIES FOR WHICH CAV IS OTHERWISE CHARGED BACK (TO THE EXTENT OF THE CHARGEBACK), AND (IV) POLICIES FOR WHICH THE PRODUCER HAS BEEN OVERPAID (TO THE EXTENT OF THE OVERPAYMENT).
- G. UPON THE OCCURRENCE OF ANY DEFAULT BY PRODUCER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A FAILURE TO REPAY CAV THE AMOUNTS DUE UNDER SUBSECTIONS (A) and (B) ABOVE (ANY SUCH DEFAULT BEING REFERRED TO HEREIN AS AN "EVENT OF DEFAULT") AND AFTER THE APPLICABLE CURE PERIOD, IF ANY, IF SUCH EVENT OF DEFAULT REMAINS UNCURED, AT CAV'S OPTION, CAV MAY DECLARE THE ENTIRE OUTSTANDING AMOUNT OF THE LOAN AND ANY OTHER AMOUNTS, FEES, AND CHARGES DUE UNDER THIS AGREEMENT IMMEDIATELY DUE AND PAYABLE AND CAV SHALL HAVE THE RIGHT TO EXERCISE ANY RIGHTS UNDER THIS AGREEMENT, APPLICABLE LAW, AND/OR PRINCIPLES OF EQUITY. THE ORDER AND MANNER OF CAV'S EXERCISE OF ITS REMEDIES SHALL BE IN ITS SOLE AND ABSOLUTE DISCRETION. IN ANY ENFORCEMENT ACTION, PRODUCER AGREES THAT CAV'S BOOKS AND RECORDS SHOWING THE ACCOUNT BETWEEN CAV AND PRODUCER SHALL BE ADMISSIBLE FOR THE PURPOSE OF ESTABLISHING THE ITEMS THEREIN SET FORTH AND SHALL CONSTITUTE PRIMA FACIE PROOF THEREOF.
- H. IMMEDIATELY UPON CAV'S DEMAND, PRODUCER SHALL REIMBURSE CAV FOR ANY COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES, COURT COSTS, DISCOVERY EXPENSES, INVESTIGATION COSTS, COSTS OF PRESERVING, PROTECTING, OR EVALUATING THE SECURITY, IF ANY, FOR THE LOAN, TRAVEL EXPENSES, AND ALL OTHER OUT-OF-POCKET EXPENSES OF ANY KIND INCURRED IN: (I) COLLECTING ANY SUMS DUE HEREUNDER; AND (II) PURSUING OR DEFENDING ANY LITIGATION BASED ON, ARISING FROM, OR RELATED TO THIS AGREEMENT.
- I. THE INTEREST RATE ON THE LOAN SHALL BE ZERO PERCENT (0%); PROVIDED, HOWEVER, THAT ANY LATE PAYMENT SHALL ACCRUE INTEREST AT A RATE OF TEN PERCENT (10%) PER ANNUM, ON SUCH PORTION OF THE TOTAL UNPAID PRINCIPAL AMOUNT, FROM THE DATE ADVANCED UNTIL PAID. ALL INTEREST SHALL BE CALCULATED FOR THE ACTUAL NUMBER OF DAYS ELAPSED OVER A YEAR ASSUMED TO CONSIST OF 360 DAYS
- J. ALL PROVISIONS OF THIS AGREEMENT WHICH CALL FOR THE PAYMENT OF INTEREST ARE INTENDED TO COMPLY WITH ALL APPLICABLE USURY STATUTES AND REGULATIONS. IF THE TERMS OF THIS AGREEMENT WOULD REQUIRE THE PAYMENT OF INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE TERMS OF THIS AGREEMENT SHALL BE DEEMED TO BE MODIFIED TO COMPLY WITH ALL SUCH APPLICABLE LAWS OR REGULATIONS WITHOUT ANY ACTION BY EITHER PARTY. IF CAV RECEIVES INTEREST IN EXCESS OF THE AMOUNT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, THE EXCESS PORTION OF THE INTEREST RECEIVED SHALL BE DEEMED TO BE A PREPAYMENT OF PRINCIPAL WITHOUT PREMIUM AS OF THE DATE RECEIVED.
- K. TO THE FULLEST EXTENT PERMITTED BY LAW, PRODUCER AND ANY ENDORSERS, SURETIES, AND

INDEPENDENT PRODUCER AGREEMENT

GUARANTORS OF THE LOAN IRREVOCABLY:

- I. WAIVE PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, NOTICE OF NONPAYMENT, PROTEST, NOTICE OF PROTEST, DEMAND, OTHER NOTICES OF EVERY KIND, AND ALL RIGHTS TO PLEAD ANY STATUTE OF LIMITATIONS AS A DEFENSE TO ANY ACTION HEREUNDER;
 - II. CONSENT THAT THE TIME OF PAYMENT OF ANY INSTALLMENT MAY BE EXTENDED FROM TIME TO TIME, AND THAT ANY PERSON LIABLE UNDER THIS AGREEMENT, INCLUDING ANY GUARANTOR, MAY BE RELEASED, ALL WITHOUT NOTICE, AND ALL WITHOUT AFFECTING THE LIABILITY OF ANY PERSON NOT EXPRESSLY RELEASED; AND
 - III. AGREE THAT NO DELAY IN ENFORCING ANY REMEDY UNDER THIS AGREEMENT SHALL BE CONSTRUED TO BE A WAIVER OF THAT OR ANY OTHER REMEDY; AND
 - IV. CAV'S FAILURE TO EXERCISE ANY OF ITS RIGHTS, REMEDIES, OR POWERS SET FORTH HEREIN OR CAV'S ACCEPTANCE OF PARTIAL PAYMENTS OR PERFORMANCE SHALL NOT CONSTITUTE A WAIVER OF ANY EVENT OF DEFAULT, BUT ANY SUCH RIGHT, REMEDY, OR POWER SHALL REMAIN CONTINUALLY IN FORCE. A WAIVER OF ONE EVENT OF DEFAULT SHALL NOT BE CONSTRUED AS CONTINUING OR AS A BAR TO OR WAIVER OF (I) SUCH EVENT OF DEFAULT AT A LATER DATE; (II) ANY OTHER EVENT OF DEFAULT; OR (III) ANY OTHER RIGHT, REMEDY, OR POWER.
 - L. IF ANY PAYMENTS OR PROCEEDS RECEIVED BY CAV ARE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR PREFERENTIAL, SET ASIDE, OR REQUIRED TO BE REPAYED TO A TRUSTEE, TO PRODUCER, DIRECTLY OR AS A DEBTOR-IN-POSSESSION, TO A RECEIVER, OR ANY OTHER PERSON, WHETHER DIRECTLY OR INDIRECTLY, UNDER ANY BANKRUPTCY LAW, STATE OR FEDERAL LAW, COMMON LAW, OR EQUITABLE CAUSE, THEN PRODUCER'S OBLIGATION TO MAKE ALL SUCH PAYMENTS SHALL BE REVIVED AND SHALL CONTINUE IN FULL FORCE AND EFFECT AS IF SUCH PAYMENT OR PROCEEDS HAD NEVER BEEN RECEIVED BY CAV.
4. THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST OR ANY OTHER CRIMINAL ACT THE CONVICTION OF WHICH WOULD MAKE IT UNLAWFUL FOR PRODUCER TO PROVIDE THE SERVICES TO BE PROVIDED HEREUNDER; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3)(2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.
 5. THE PRODUCER WILL USE HIS/HER/ITS BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH CAV WITH CAV CARRIERS, WHEN CAV HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE.
 6. EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, (B) BREACH OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT, OR (C) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE

INDEPENDENT PRODUCER AGREEMENT

MAINTAINED BY THE OTHER PARTY.

7. THE PRODUCER SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE INSURANCE REGULATIONS AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO:
 - A. TITLE V OF THE GRAMM-LEACH-BLILEY ACT ("GLB") (15 U.S.C. 6801, ET SEQ.);
 - B. THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), INCLUDING ITS IMPLEMENTING PRIVACY REGULATIONS AT 45 C.F.R. PARTS 160 – 164 AND ITS IMPLEMENTING SECURITY REGULATIONS AT 45 C.F.R. PARTS 160, 162, AND 164;
 - C. THE USA PATRIOT ACT OF 2001 (PUBL. NO. 107-56), INCLUDING, WITHOUT LIMITATION, THE REQUIREMENT TO DEVELOP AND IMPLEMENT "ANTI-MONEY LAUNDERING" PROGRAMS AND "CUSTOMER IDENTIFICATION PROGRAMS";
 - D. APPLICABLE STATE AND FEDERAL "DO NOT CALL" LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE NATIONAL "DO NOT CALL" REGISTRY RULES UNDER THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 ("TCPA") (47 U.S.C. 227, ET SEQ.);
 - E. THE RESTRICTIONS ON SENDING COMMERCIAL FAXES FOUND IN THE TCPA AND THE REGULATIONS ENACTED UNDER THE TCPA; AND
 - F. THE VARIOUS STATE AND FEDERAL RESTRICTIONS ON THE USE OF ELECTRONIC MAIL AND THE CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT OF 2003 (15 U.S.C. § 7708) ("CAN-SPAM ACT").
8. EACH PARTY WILL NOT USE OR DISCLOSE NONPUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.
9. EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH UNDERWRITING, CLAIMS ADMINISTRATION OR OTHER SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER.
10. EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY TO MEET THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.
11. EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN ITS CONTROL, I.E., THE PRODUCER WILL ESTABLISH HIS/HER/ITS OWN INTERNAL SECURITY GUIDELINES.

INDEPENDENT PRODUCER AGREEMENT

12. PRODUCER SHALL TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO CAV BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, ACCURATE AND COMPLETE, AND (II) ANY SET OF MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO CAV IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) IS THE SAME SET OF INFORMATION THAT IS SUBMITTED TO THE INSURANCE CARRIER IN CONNECTION WITH A PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF AN ANNUITY.
13. PRODUCER AGREES THAT CAV WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE CAV CARRIERS. BY PERFORMING THIS LIMITED ROLE, CAV DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, AND CAV MAKES NO REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT OR REGARDING THE ADVISABILITY OF ANY INSURANCE PRODUCT. THE PARTIES AGREE THAT CAV SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY CAV OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT CAV OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.
14. NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION OR FROM ANY LIABILITY OR OBLIGATION OF PRODUCER TO CAV, WHETHER OR NOT PURSUANT TO THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF SECTIONS 3, 6, 8, 11, 12 AND 13 OF THIS AGREEMENT FOR ANY REASON SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
15. PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO CAV THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY IN ACCORDANCE WITH HIGHEST INDUSTRY STANDARDS, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO CAV IN CONNECTION WITH SUCH APPLICATION IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR ANY CIRCUMSTANCES OR OCCURRENCES THAT WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO CAV. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION FROM CAV AND THIS AGREEMENT AND PRODUCER'S APPOINTMENT AS AN INDEPENDENT CONTRACTOR FOR CAV.
16. PRODUCER UNDERSTANDS THAT IN THE EVENT CAV HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO CAV OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO CAV BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, CAV WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND

INDEPENDENT PRODUCER AGREEMENT

ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

17. BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE “CONTACT INFORMATION”), THE PRODUCER HEREBY CONSENTS TO ALLOW CAV TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.

18. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – BUSINESS ASSOCIATE PROVISIONS

A. DEFINITIONS

- I. CATCH-ALL DEFINITIONS: THE FOLLOWING TERMS USED IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA RULES: BREACH, DATA AGGREGATION, DESIGNATED RECORD SET, DISCLOSURE, HEALTH CARE OPERATIONS, INDIVIDUAL, MINIMUM NECESSARY, NOTICE OF PRIVACY PRACTICES, PROTECTED HEALTH INFORMATION, REQUIRED BY LAW, SECRETARY, SECURITY INCIDENT, SUBCONTRACTOR, UNSECURED PROTECTED HEALTH INFORMATION, AND USE.
- II. SPECIFIC DEFINITIONS:
 - a. BUSINESS ASSOCIATE. “BUSINESS ASSOCIATE” SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM “BUSINESS ASSOCIATE” AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN PRODUCER.
 - b. COVERED ENTITY. “COVERED ENTITY” SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM “COVERED ENTITY” AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN CAV.
 - c. HIPAA RULES. “HIPAA RULES” SHALL MEAN THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 CFR PART 160 AND PART 164.

B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE AGREES TO:
 - a. NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW;
 - b. USE APPROPRIATE SAFEGUARDS, AND COMPLY WITH SUBPART C OF 45 CFR PART 164 WITH RESPECT TO ELECTRONIC PROTECTED HEALTH INFORMATION, TO PREVENT USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT;
 - c. REPORT TO COVERED ENTITY ANY USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION NOT PROVIDED FOR BY THE AGREEMENT OF WHICH IT BECOMES AWARE, INCLUDING BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION AS REQUIRED AT 45 CFR 164.410, AND ANY SECURITY INCIDENT OF WHICH IT BECOMES AWARE;
 - d. IN ACCORDANCE WITH 45 CFR 164.502(E)(1)(II) AND 164.308(B)(2), IF APPLICABLE, ENSURE THAT ANY SUBCONTRACTORS THAT CREATE, RECEIVE, MAINTAIN, OR TRANSMIT PROTECTED HEALTH INFORMATION ON BEHALF OF THE BUSINESS ASSOCIATE AGREE TO THE SAME RESTRICTIONS, CONDITIONS, AND REQUIREMENTS THAT APPLY TO THE BUSINESS ASSOCIATE WITH RESPECT TO SUCH INFORMATION;

INDEPENDENT PRODUCER AGREEMENT

- e. MAKE AVAILABLE PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.524;
- f. MAKE ANY AMENDMENT(S) TO PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET AS DIRECTED OR AGREED TO BY THE COVERED ENTITY PURSUANT TO 45 CFR 164.526, OR TAKE OTHER MEASURES AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.526;
- g. MAINTAIN AND MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.528;
- h. TO THE EXTENT THE BUSINESS ASSOCIATE IS TO CARRY OUT ONE OR MORE OF COVERED ENTITY'S OBLIGATION(S) UNDER SUBPART E OF 45 CFR PART 164, COMPLY WITH THE REQUIREMENTS OF SUBPART E THAT APPLY TO THE COVERED ENTITY IN THE PERFORMANCE OF SUCH OBLIGATION(S); AND
- i. MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS AVAILABLE TO THE SECRETARY FOR PURPOSES OF DETERMINING COMPLIANCE WITH THE HIPAA RULES.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE MAY ONLY USE OR DISCLOSE PROTECTED HEALTH INFORMATION ONLY AS SPECIFIED BELOW IN SECTIONS (B) THROUGH (G).
- II. BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS REQUIRED BY LAW.
- III. BUSINESS ASSOCIATE AGREES TO MAKE USES AND DISCLOSURES AND REQUESTS FOR PROTECTED HEALTH INFORMATION CONSISTENT WITH COVERED ENTITY'S MINIMUM NECESSARY POLICIES AND PROCEDURES.
- IV. BUSINESS ASSOCIATE MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN A MANNER THAT WOULD VIOLATE SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY, EXCEPT FOR THE SPECIFIC USES AND DISCLOSURES SET FORTH BELOW.
- V. BUSINESS ASSOCIATE MAY USE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF THE BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.
- VI. BUSINESS ASSOCIATE MAY DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE, PROVIDED THE DISCLOSURES ARE REQUIRED BY LAW, OR BUSINESS ASSOCIATE OBTAINS REASONABLE ASSURANCES FROM THE PERSON TO WHOM THE INFORMATION IS DISCLOSED THAT THE INFORMATION WILL REMAIN CONFIDENTIAL AND USED OR FURTHER DISCLOSED ONLY AS REQUIRED BY LAW OR FOR THE PURPOSES FOR WHICH IT WAS DISCLOSED TO THE PERSON, AND THE PERSON NOTIFIES BUSINESS ASSOCIATE OF ANY INSTANCES OF WHICH IT IS AWARE IN WHICH THE CONFIDENTIALITY OF THE INFORMATION HAS BEEN BREACHED.
- VII. BUSINESS ASSOCIATE MAY PROVIDE DATA AGGREGATION SERVICES RELATING TO THE HEALTH CARE OPERATIONS OF THE COVERED ENTITY.

INDEPENDENT PRODUCER AGREEMENT

D. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- I. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY LIMITATION(S) IN THE NOTICE OF PRIVACY PRACTICES OF COVERED ENTITY UNDER 45 CFR 164.520, TO THE EXTENT THAT SUCH LIMITATION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- II. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY CHANGES IN, OR REVOCATION OF, THE PERMISSION BY AN INDIVIDUAL TO USE OR DISCLOSE HIS OR HER PROTECTED HEALTH INFORMATION, TO THE EXTENT THAT SUCH CHANGES MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- III. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY RESTRICTION ON THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION THAT COVERED ENTITY HAS AGREED TO OR IS REQUIRED TO ABIDE BY UNDER 45 CFR 164.522, TO THE EXTENT THAT SUCH RESTRICTION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

- I. COVERED ENTITY SHALL NOT REQUEST BUSINESS ASSOCIATE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY.

F. TERM AND TERMINATION

- I. TERM. THE TERM OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE SIGNING OF THIS AGREEMENT AND SHALL TERMINATE WITH 10 DAYS WRITTEN NOTICE OR ON THE DATE COVERED ENTITY TERMINATES FOR CAUSE AS AUTHORIZED IN PARAGRAPH (B) OF THIS SECTION, WHICHEVER IS SOONER.
- II. TERMINATION FOR CAUSE. BUSINESS ASSOCIATE AUTHORIZES TERMINATION OF THIS AGREEMENT BY COVERED ENTITY, IF COVERED ENTITY DETERMINES BUSINESS ASSOCIATE HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT AND OR BUSINESS ASSOCIATE HAS NOT CURED THE BREACH OR ENDED THE VIOLATION WITHIN THE TIME SPECIFIED BY COVERED ENTITY.
- III. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.
 - a. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, BUSINESS ASSOCIATE SHALL RETURN TO COVERED ENTITY ALL PROTECTED HEALTH INFORMATION RECEIVED FROM COVERED ENTITY, OR CREATED, MAINTAINED, OR RECEIVED BY BUSINESS ASSOCIATE ON BEHALF OF COVERED ENTITY, THAT THE BUSINESS ASSOCIATE STILL MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL RETAIN NO COPIES OF THE PROTECTED HEALTH INFORMATION.
 - b. (D) SURVIVAL. THE OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G. MISCELLANEOUS

INDEPENDENT PRODUCER AGREEMENT

- I. REGULATORY REFERENCES. A REFERENCE IN THIS AGREEMENT TO A SECTION IN THE HIPAA RULES MEANS THE SECTION AS IN EFFECT OR AS AMENDED.
- II. AMENDMENT. THE PARTIES AGREE TO TAKE SUCH ACTION AS IS NECESSARY TO AMEND THIS AGREEMENT FROM TIME TO TIME AS IS NECESSARY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE HIPAA RULES AND ANY OTHER APPLICABLE LAW.
- III. INTERPRETATION. ANY AMBIGUITY IN THIS AGREEMENT SHALL BE INTERPRETED TO PERMIT COMPLIANCE WITH THE HIPAA RULES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW.

PRODUCER

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____

CAVALIER INSURANCE MARKETING SERVICES, LLC CAVALIER ASSOCIATES INSURANCE SERVICES, LLC

SIGNED: _____
ADAM CAVALIER, GENERAL AGENT
DATE: _____

PRODUCER AGENCY:

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____

PRODUCER PRINCIPAL:

SIGNED: _____
CORPORATE TITLE (IF APPLICABLE): _____
DATE: _____

ACH - Electronic Transfer of Funds

In an effort to make more improvements at Cavalier Associates, our Accounting Department has changed over to a new system of making payments to you.

Please complete the brief Authorization form and return it to me **along with a copy of your voided check or savings deposit slip** right away, so that we can get you set up for payment.

Please note that you will continue to receive from Cavalier Associates an explanation of each payment made to you as it is completed. This explanation will either be mailed to you, as usual or e-mailed to you whichever you prefer. Please see the attached Authorization

Thank you very much for your prompt response.

Gabby Aguilar
Case Management Coordinator



In an effort to make more improvements at Cavalier Associates, LLC, we are in the process of setting up an ACH Electronic Transfer of Funds for you. This means, of course, that you will get paid in a very timely manner each and every time with no more trips to the bank, no waiting for checks to be received in the mail, and no worries of a check being lost or stolen. In short, you will receive your funds faster, save time, and simplify your life by choosing this method of payment.

Please complete the short section below and fax (805-371-4899) or e-mail the back to gabby@cavalierassociates.com along with a copy of either your voided check or your savings account deposit slip.

As usual, you will receive from Cavalier Associates an explanation page outlining the compensation paid to you. This explanation page will either be e-mailed to you or mailed to you whichever you prefer.

ACH Electronic Transfer of Funds

I hereby authorize Cavalier Associates, LLC to automatically deposit funds into my account. My account information is as follows:

____ Checking Account ____ Savings Account

Routing Number: _____ Account Number: _____

Routing number is found at the bottom of your check or savings deposit slip between these symbols |: _____ |:

Dated: _____

Your Printed Name: _____

Your Signature: _____

Complete the following only if you prefer to have the explanation page e-mailed to you rather than mailed via regular mail.

____ Yes, please email the explanation page to me at my email address below.

Email Address: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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 ►
-----------	----------------------------	--------

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-INT (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 24% 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.