



## Producer's Application

Date: \_\_\_\_\_

Agency License #: \_\_\_\_\_

### Agency Profile

Agency Name: \_\_\_\_\_

Owner: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Manager/Main Contact: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Direct: \_\_\_\_\_

### Business Profile

# of years in business: \_\_\_\_\_ # of years at the location: \_\_\_\_\_ # of Employees: \_\_\_\_\_

Total Agency Volume per year: \_\_\_\_\_ Financed: \_\_\_\_\_ Commercial Policies: \_\_\_\_\_

States of Operation: \_\_\_\_\_ Type/Niche Business: \_\_\_\_\_

E & O Carrier: \_\_\_\_\_ Bank: \_\_\_\_\_

### **\*Terms and Conditions\***

By Signing this agreement, Agency gives the right to GBC Premium Finance to collect any Unearned Commissions from your Agency or arranged payment on a timely matter.

Agency understands that any shortage of premiums due to unpaid endorsements to carriers, Agency will be held responsible for those shortages and any default to the finance company sent to collections agencies, additional fee will be applied unto the balance due to GBC Premium Finance.

Agency will be liable for any misrepresentations related to the online payment made by the agency using the insured's checking account and/or credit/debit card.

The above information is for the use of GBC Premium Finance and may be used to obtain an additional research and/or business history on the above as deemed appropriate by GBC Premium Finance. The above information is truthful and accurate.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# ELECTRONIC TRANSMITTAL OF SIGNATURE AGREEMENT

THIS ELECTRONIC TRANSMITTAL OF SIGNATURE AGREEMENT (the "Agreement") is entered into by and between GBC Premium Finance ("GBCPF") and \_\_\_\_\_ ("PRODUCER"), a corporation organized under the laws of the State of California, as of this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

The PRODUCER is in the insurance business and includes among its services to its customers the offering of financing arrangements for policies of insurance generated by the PRODUCER (each such customer individually referred to as an "Insured" and collectively referred to herein as the "Insureds").

GBCPF is in the business of providing commercial insurance premium financing and as such, GBCPF has, and will continue to provide premium financing arrangements for the benefit of the Insureds of the PRODUCER.

The form of the Commercial Premium Finance Agreement Security Agreement, Disclosure Statement and Limited Power of Attorney (each such agreement a "Premium Finance Agreement") and all such agreements, whether currently existing or executed in the future, are collectively referred to herein as the "Premium Finance Agreements") used by GBC Premium Finance at time of this Agreement.

Due to the desire of the PRODUCER to have greater efficiency and timeliness of delivery and premium funding of insurance policies of its Insured's whose insurance premiums are being financed by GBCPF; GBCPF and the PRODUCER have agreed to enter into this Agreement to expedite the processing of such Premium Finance Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) Recitals. The above-captioned Recitals are hereby incorporated by reference and made part hereof.
- 2) Submission and Processing of Premium Finance Agreements. Traditionally, GBCPF has required that the PRODUCER and every Insured execute each and every Premium Finance Agreement entered into with each Insured that is subject to a financing agreement with GBCPF. On occasion and where legally allowed, PRODUCER will, pursuant to its delegated authority from its Insureds, execute a Premium Finance Agreement for the benefit of its Insured. PRODUCER and GBCPF have agreed to expedite the execution of the documentation regarding the funding of the loans evidenced by the Premium Finance Agreements and agree that PRODUCER may electronically deliver to GBCPF each fully-executed Premium Finance Agreement for each loan transaction where the loan amount financed is less than \$100,000, provided as follows:
  - a) GBCPF shall not be obligated to consider for acceptance any request for a premium finance loan made by PRODUCER for the benefit of its Insureds until PRODUCER has generated, using GBCPF's internet premium finance quoting system, a quotation acceptable to GBCPF for the benefit of an Insured of PRODUCER and the Premium Finance Agreement generated by such quote has been electronically accepted by PRODUCER and transmitted to GBCPF as provided in such internet quoting system.
  - b) Any Premium Finance Agreement submitted by PRODUCER as described in this section is subject to acceptance by GBCPF in its sole discretion, and any such Premium Finance

Agreement accepted will have mailed by GBCPF to PRODUCER and INSURED a Notice of Acceptance.

- c) Upon the request of GBCPF, PRODUCER will immediately execute, for itself and for the benefit of its Insureds, any and all Premium Finance Agreements submitted to GBCPF as described in this Agreement, and deliver such manually executed Premium Finance Agreements to GBCPF promptly following such request.
- d) PRODUCER and GBCPF agree that Premium Finance Agreements submitted electronically under this agreement are “transferable records” as defined by the Uniform Electronic Transactions Act.

3) Representations and Warranties. For each Premium Finance Agreement which is not manually executed by PRODUCER or its Insureds but electronically delivered to GBCPF as described herein, PRODUCER represents and warrants that each and every representation and warranty as contained in the form of Premium Finance Agreement attached hereto will be true and correct, without modification, for every new Premium Finance Agreement requested by PRODUCER for its Insured. As an inducement to GBCPF to enter into this Agreement, PRODUCER agrees that the representations and warranties which are referenced in the Premium Finance Agreement will be duly made and enforceable for each and every Premium Finance Agreement, whether manually executed by PRODUCER and/or its Insureds, and furthermore, each and every representation and warranty shall be binding upon both PRODUCER and its Insureds as though manually executed. Without limiting the generality of the foregoing, and as an inducement to GBCPF to enter into this Agreement, PRODUCER further represents and warrants to GBCPF as follows:

- a) PRODUCER is a duly formed and validly existing corporation in good standing under the laws of the State of its incorporation. PRODUCER has the requisite corporate power, authority and legal right to transfer each and every Premium Finance Agreement for the benefit of its Insureds to GBCPF, and furthermore, PRODUCER has the requisite corporate power, authority and legal right to execute, deliver and engage in the transactions contemplated by each Premium Finance Agreement, and perform and observe the terms and conditions of each and every Premium Finance Agreement.
- b) This Agreement has been duly and validly authorized, executed and delivered by PRODUCER, and this Agreement constitutes the valid, legal and binding agreement of PRODUCER, enforceable in accordance with its terms.
- c) No consent, approval, authorization of, registration or filing with, or notice to, any governmental authority or court is required, under federal or state law, for the execution, delivery and performance of, or compliance by, PRODUCER with this Agreement, or any of the Premium Finance Agreements contemplated under the terms of this Agreement.
- d) Each loan resulting from the Premium Finance Agreements for the benefit of the Insureds will be created in the ordinary course of business of each Insured without adverse selection by PRODUCER for submission to GBCPF for financing.
- e) Each Premium Finance Agreement for which GBCPF has funded a loan is a valid and binding obligation of the Insured, relating to the loan as set forth under the terms of the Premium Finance Agreement, regardless of whether or not the Premium Finance Agreement has been manually executed by either PRODUCER or the Insured.

- f) PRODUCER represents and warrants that, pursuant to state law of PRODUCER'S domicile, PRODUCER is authorized to sign each and every Premium Finance Agreement on behalf of itself and on behalf of each Insured, and any such execution by PRODUCER on behalf of any such Insured will be binding upon each such Insured.
  - g) PRODUCER accepts and maintains responsibility for its employees in the submission of premium finance quotes and electronic acceptance and delivery of Premium Finance Agreements under this Agreement and GBCPF may rely on the electronic submission and acceptance of any Premium Finance Agreement by PRODUCER under GBCPF's internet quoting software. PRODUCER acknowledges the importance of maintaining the security of its assigned password(s) and shall request in writing revised password(s) in the event of changes in PRODUCER'S authorized employees with access to the GBCPF internet premium finance quoting system.
  - h) PRODUCER and GBCPF each represent for themselves that they are capable of sending, receiving, printing and storing electronic documents,
- 4) Affirmative Covenants. PRODUCER agrees to provide the following for any Premium Finance Agreement, which has been accepted and funded by GBCPF:
- a) Upon the request of GBCPF, any Premium Finance Agreement, which has not been signed by either PRODUCER or the Insured, will be executed by the PRODUCER on behalf of itself and/or its Insured, and delivered to GBCPF within two (2) business days of GBCPF's request for such delivery.
  - b) PRODUCER will execute such additional documentation as GBCPF may reasonably request in order to insure that any loan made pursuant to any Premium Finance Agreement remains a valid and binding obligation of the Insured in accordance with the terms of such Premium Finance Agreement.
- 5) Notices. All communication provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given if:
- a) Personally delivered:
  - b) Mailed by registered or certified mail, postage prepaid and received by the addressee;
  - c) Sent by express courier or delivery service and received by the addressee; or
  - d) Transmitted by facsimile or e-mail

Such notice addressed to GBCPF shall be sent to:

GBC Premium Finance  
 110 E. 9<sup>th</sup> Street, Suite C-900  
 Los Angeles, CA 90079  
 Facsimile No: 213.244.1466

Such notice addressed to PRODUCER shall be sent to:

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Facsimile No:

6) Miscellaneous. This agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise effect the meaning hereof. The rights and obligations of PRODUCER under this Agreement shall not be assigned by PRODUCER without prior written consent of GBCPF, except that any person into which PRODUCER may be merged or consolidated, or any corporation resulting from any merger, conversion or consolidation to which PRODUCER is a party, or any person succeeding to the entire business of PRODUCER shall be the successor to PRODUCER hereunder.

IN WITNESS WHEREOF, GBCPF and PRODUCER have caused their names to be signed by their respective duly authorized officers as of the date first above written.

GBC PREMIUM FINANCE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Please sign your name in box below as you would like it to appear on finance agreements.*

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

**Note.** If the account is in more than one name, see the chart on page 4 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).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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



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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

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

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

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

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

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

## Privacy Act Notice

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

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