



American Auto Coverage

SERVICE CONTRACT PROGRAM DEALER AGREEMENT



Dealer Name: _____

Address: _____

Phone: _____

DEALER AGREEMENT

This DEALER AGREEMENT (hereinafter referred to as "AGREEMENT"), effective as of this ____ day of _____, 20 __, is entered into between V12 Software Inc. (hereinafter collectively referred to as "COMPANY") and above named dealer (hereinafter referred to as "DEALER").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

- A. The term "PROGRAM" means the Vehicle Service Contract Program and the Limited Warranty Program developed and administered by the COMPANY.
- B. The term "CONTRACT" means a Vehicle Service Contract or a Limited Warranty sold and issued by the DEALER under the PROGRAM, and administered by the COMPANY, covering mechanical breakdowns and repairs according to the terms thereof.
- C. The term "CONTRACT HOLDER" means the purchaser and owner of a CONTRACT.
- D. The term "COVERED REPAIRS" means repairs, labor, materials, and any other services provided to the CONTRACT HOLDER under the CONTRACT.
- E. The term "REPAIR FACILITY" means a person or entity in the business of repairing vehicles that has agreed with COMPANY to honor claims for COVERED REPAIRS under the CONTRACT administered by the COMPANY.

II. THE OBLIGATIONS OF THE COMPANY

- A. The COMPANY shall act as administrator and shall provide the following services to the extent necessary to enable the DEALER to sell the PROGRAM:
 - 1. Educate, train, and advise the DEALER or the DEALER'S representatives in the administration and marketing of the PROGRAM and CONTRACTS.
 - 2. Provide administrative forms, promotional and marketing displays, manuals, guidelines, rates, a toll-free number for contacting the Company and unexecuted CONTRACT forms to enable the DEALER to sell and issue CONTRACTS.
 - 3. Select and make agreements with the REPAIR FACILITIES to honor claims for COVERED REPAIRS under the PROGRAM.
 - 4. Process valid CONTRACTS and CONTRACT remittances, transfers and cancellations, and verify that CONTRACTS are valid and enforceable prior to the DEALER or the REPAIR FACILITY performing COVERED REPAIRS.
- B. The COMPANY shall acquire and maintain, on behalf of the vehicle service contract obligor, an insurance policy issued to the obligor that shall provide coverage, subject to the insurance carrier's underwriting rules, for valid COVERED REPAIRS submitted under the vehicle service contract.
- C. The COMPANY shall review, adjust, and settle claims for COVERED REPAIRS which are approved by the COMPANY under the PROGRAM, and shall advise the DEALER or REPAIR FACILITY as to the proper disposition of such claims. The DEALER, REPAIR FACILITY or CONTRACT HOLDER, as is appropriate, shall then be reimbursed for the reasonable cost of COVERED REPAIRS to the extent provided under the CONTRACT, insurance policy and this AGREEMENT. The Company shall have sole discretion regarding repairs to be made under the CONTRACT, including designating whether the repairs shall be made with new, remanufactured or used parts.

III. DEALER OBLIGATIONS

- A. The DEALER shall use its best efforts to market and sell the PROGRAM and CONTRACTS to its vehicle purchasers. The DEALER acknowledges that the PROGRAM has been developed by the COMPANY, and that the DEALER has been licensed to use the PROGRAM'S trade names, promotional material, CONTRACT forms, and proprietary procedures associated therewith only during the term of this AGREEMENT. At the termination of this AGREEMENT, the DEALER shall return all such materials and CONTRACT forms to the COMPANY, and shall not use the PROGRAM'S trade names, forms, or proprietary procedures thereafter.
- B. The DEALER shall remit the CONTRACTS and related information in an electronic or other format as directed by COMPANY, together with the net dealer cost for such CONTRACTS as set forth in the most recent dealer rate schedule provided to the DEALER by the COMPANY, no later than the tenth (10th) of the month following the end of the month in which said CONTRACTS were sold. Except in Wisconsin, neither the COMPANY nor insurance carrier shall have any obligation to the DEALER or the CONTRACT HOLDER with respect to any CONTRACT until the DEALER shall have timely remitted to the COMPANY the full amount of the net dealer cost. DEALER shall be responsible for reimbursing COMPANY or insurance carrier for all claims arising under CONTRACTS for which DEALER has not remitted the CONTRACTS or net dealer cost to COMPANY.
- C. The DEALER shall offer its CONTRACTS only on a form approved by the COMPANY. Each CONTRACT shall be sold only with respect to a qualifying vehicle, and only in accordance with and subject to the PROGRAM'S policies, manuals, rules, regulations, rates, and fees in effect at the time such CONTRACT is sold. If the PROGRAM requires that a vehicle be certified by the DEALER, the DEALER agrees to inspect the vehicle in accordance with the COMPANY'S guidelines and remedy any deficiencies, and then certify the vehicle to be in good working mechanical condition. The COMPANY may at any time revise, in its sole discretion, the PROGRAM'S policies, manuals, rules, regulations, rates, and fees. The COMPANY shall not be obligated to perform administrative services with respect to any CONTRACT sold by the DEALER on a form which has not been approved by the COMPANY and/or the use of which has been discontinued by the COMPANY, or otherwise sold in violation of the AGREEMENT or the PROGRAM. The DEALER shall have no authority to alter, modify, waive, or discharge any terms or conditions of the CONTRACT or the PROGRAM.
- D. The DEALER agrees, for claims submitted by CONTRACT HOLDERS, to contact the COMPANY to receive authorization prior to proceeding with repairs. Any repairs made without such authority, as evidenced by an authorization number from the COMPANY, shall not be covered, and the DEALER shall not be reimbursed for such repairs by the COMPANY or the insurance carrier. In Wisconsin, repairs made without authority are covered unless the COMPANY is prejudiced thereby. The DEALER further agrees to unconditionally warrant all covered repairs for a period of not less than six (6) months or six thousand (6,000) miles. The DEALER shall be reimbursed for COVERED REPAIRS based on its retail labor rate and the flat labor rate manual shown above,

and the DEALER'S retail cost of replacement parts approved by the COMPANY, which the COMPANY in its discretion may designate to be new, remanufactured or used. Retail cost shall be the manufacturer's suggested list price. DEALER shall be reimbursed for routine maintenance oil changes covered under a CONTRACT as an optional surcharge at the flat rate of Twenty Dollars (\$20.00) per oil change, unless otherwise agreed to in writing between DEALER and COMPANY. However, if the loss experience of the DEALER is excessive, as determined by the COMPANY in its sole discretion, subject to thirty (30) days advance notice, retail cost shall be determined at the lower of one hundred forty percent (140%) of the actual cost (cost multiplied by 1.4) or list price and labor rate shall be determined based on factory warranty labor reimbursement. Except for repairs under Limited Warranty CONTRACTS, any COVERED REPAIRS occurring within the first thirty (30) days after the CONTRACT'S effective date shall be reimbursed at seventy-five percent (75%) of the amount determined above. All claims not submitted to COMPANY within ninety (90) days from the date of repair shall not be paid by the COMPANY or the insurance carrier, and neither COMPANY nor the insurance carrier shall have any obligation or liability with respect to such claims. The DEALER shall represent that a used vehicle covered by a CONTRACT has been inspected and found to be in good working order at the time of sale.

- E. In the event of cancellation of a CONTRACT, the DEALER shall provide the entire refund to the CONTRACT HOLDER in a timely manner pursuant to the time frames as set forth in the CONTRACT. **THE DEALER SHALL KEEP ADEQUATE DOCUMENTATION ESTABLISHING THAT THE REFUND HAS BEEN TIMELY MADE AND RECEIVED, INCLUDING BUT NOT LIMITED TO, FRONT AND BACK OF CASHED CHECKS, BANK STATEMENTS SHOWING THE CHECK WAS CASHED, OR LENDER DOCUMENTATION SHOWING APPLICATION OF THE REFUND TO THE CONTRACT HOLDER'S ACCOUNT.** The DEALER shall pay and be liable to the COMPANY for any costs, penalties or damages arising out of DEALER'S failure to timely pay or credit the cancellation refund. The COMPANY shall refund to the DEALER only to the extent of the net rate remitted to the COMPANY, as calculated pursuant to the cancellation provision in the CONTRACT. The COMPANY shall be entitled to the entire cancellation or transfer fee, if any, provided in the CONTRACT.

IV. REPORTS, BOOKS AND RECORDS

- A. The COMPANY and DEALER each agree to maintain accurate books and records in the ordinary course of business documenting transactions with regard to the PROGRAM, CONTRACTS, and claims, and shall provide all assistance necessary to enable each other to prepare accurate accountings for such transactions.
- B. The COMPANY and DEALER shall maintain their books and records relating to the CONTRACTS processed and administered under this AGREEMENT until the expiration of the last of the CONTRACTS administered by the COMPANY, and for a period of not less than one (1) year thereafter, or for such longer period as may be required by any state or federal statute, rule or regulation, or by the insurers of the CONTRACTS.
- C. The COMPANY and DEALER shall have the right upon reasonable notice to inspect, examine, copy and/or audit the others' books and records relating to the PROGRAM and CONTRACTS, including claim files, at reasonable times during normal business hours. The party requesting copies shall pay the cost of said copies.

V. RELATIONSHIP OF DEALER TO COMPANY

Nothing in this AGREEMENT shall be construed to constitute the DEALER as partner, employee, or agent of the COMPANY, including but not limited to, the receipt of funds from a CONTRACT HOLDER arising out of the sale of a CONTRACT, it being intended that the DEALER is an independent contractor responsible for its own actions. The DEALER shall in no manner obligate the COMPANY to incur any expense or liability on behalf of the COMPANY without the COMPANY'S consent. In no event shall the COMPANY be responsible for any negligent or wrongful actions of the DEALER or its employees, including but not limited to, misrepresentations concerning the terms and conditions of the CONTRACT. (This Section does not apply to DEALERS located in Wisconsin.)

VI. LIENS AND OFFSETS

The COMPANY may offset against any compensation, commission or other funds payable by the COMPANY to the DEALER under this AGREEMENT, or under any other agreement with the COMPANY, any existing or future indebtedness owed by the DEALER to the COMPANY. The COMPANY also may offset against any compensation, commission or other funds payable by the COMPANY to the DEALER any existing or future indebtedness due COMPANY from DEALER'S parent, subsidiary, affiliate, sister company, or company under common control with DEALER. The COMPANY shall have a first lien against any such compensation, commissions, or funds due to the DEALER, and may hold such funds as security for existing or future indebtedness.

VII. LEGAL DEFENSE AND INDEMNIFICATION

- A. The COMPANY and the DEALER shall promptly forward to the other party all written complaints and lawsuits regarding the PROGRAM, CONTRACTS or adjustment of claims. In accordance with the indemnification provisions, either the DEALER or the COMPANY, as is required, shall handle, respond, and defend such complaints and lawsuits. The DEALER and the COMPANY agree to cooperate fully with each other, and to assist the other in the investigation, response to and defense of such complaints and lawsuits.
- B. The COMPANY agrees to defend, indemnify and save the DEALER and its shareholders, officers, directors, employees, and representatives and assigns harmless from any and all claims, demands, expenses, causes of action, losses or damages of whatsoever kind or nature, including punitive or exemplary damages, and all attorney's fees and costs of defense, arising directly or indirectly, from any act, error or omission, whether intentional or unintentional, by the COMPANY or its officers, directors, employees, agents or representatives, which relate to or arise out of the denial of a repair claim by, or upon the advice of, the COMPANY, provided that the denial is not due to, or the fault of, any act, error or omission of the DEALER.
- C. The DEALER agrees to defend, indemnify and save the COMPANY and its shareholders, officers, directors, employees, and representatives and assigns harmless from any and all claims, demands, expenses, causes of action, losses or damages of whatsoever kind or nature, including punitive or exemplary damages, and all attorney's fees and costs of defense ("the CLAIM") arising directly or indirectly from any act, error or omission, whether intentional or unintentional, by the DEALER or its officers, directors, employees, agents, or representatives, which relate to or which arise out of the PROGRAM or CONTRACTS, provided that the CLAIM is not due to, or the fault of, any act, error or omission of the COMPANY.

VIII. CONFIDENTIALITY

In performing obligations pursuant to this AGREEMENT, the parties acknowledge that they may have access to, and receive disclosure of, certain consumer information. The parties agree that all such consumer information shall be kept and maintained in accordance with state and federal privacy laws, including, but not limited to, the Gramm – Leach – Bliley Act.

IX. TERMINATION OF AGREEMENT

- A. This AGREEMENT may be terminated at any time by written mutual consent of the parties hereto, or by either party without cause by written notice specifying the effective date of termination, which shall be not less than thirty (30) days after notice is given.
- B. This AGREEMENT may be terminated immediately by any party upon giving written notice for cause, which means a material breach of this AGREEMENT, including but not limited to, failure to pay any amounts when due.
- C. This AGREEMENT shall terminate automatically, without prior notice, in the following events: (i) failure to submit any CONTRACTS within any consecutive sixty (60) day period; (ii) it has been determined that the CONTRACTS, the issuance of the CONTRACTS, or the performance of any of the duties and responsibilities under this AGREEMENT are in violation of any federal or state laws or regulations, and such violation cannot be cured; (iii) the DEALER or the COMPANY ceases to do business, becomes insolvent, is unable to pay debts as they mature, makes an assignment for the benefit of creditors, or enters into bankruptcy, receivership, liquidation, or other similar proceedings. The date of occurrence of said event shall become the termination date of this AGREEMENT.
- D. The termination of this AGREEMENT shall not affect the obligations of either party with respect to the obligations arising prior to the effective date of termination.

X. MISCELLANEOUS PROVISIONS

- A. This AGREEMENT shall in all respects be deemed to be made, interpreted, enforced and governed by the laws of the State of Illinois, without reference to its conflict of laws. In the event of any dispute concerning this AGREEMENT, each party consents and submits to personal jurisdiction and venue exclusively in any state or federal court having its location in Cook County, Illinois.
- B. All notices required to be given hereunder shall be in writing, and shall be deemed to have been duly given: (i) on the date the notice is personally delivered, or delivered by a nationally recognized overnight carrier; (ii) on the date of mailing when notice is given by first class mail with postage prepaid; or (iii) on the day faxed and confirmation of successful transmission is received. Any party may change the address to which notices and other communications hereunder are to be sent to such party by giving the other party written notice thereof in accordance with this provision.
- C. This AGREEMENT shall be binding upon parties hereto, and their respective successors, heirs and assigns. No party may assign this AGREEMENT, or any of its rights or obligations under this AGREEMENT, without prior written consent of the other party.
- D. This AGREEMENT is the complete and entire AGREEMENT between the parties, and supercedes any and all previous agreements, negotiations or understandings, written or oral, between the parties.
- E. This AGREEMENT may be modified, amended or supplemented only by a writing executed by a duly authorized officer of the parties hereto.
- F. No term or provision of this AGREEMENT shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the parties hereto. A waiver by a party of any breach or default by any party to this AGREEMENT shall not constitute a continuing waiver, or a waiver of any subsequent breach or default hereunder by the other party.
- G. In case any one or more of the provisions in this AGREEMENT should be declared by a Court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- H. The DEALER, only on its own behalf, and the COMPANY, only on its own behalf, agree, covenant, represent, and warrant to the other that: (i) it has the power and authority to enter into this AGREEMENT, it is a binding obligation, and the terms thereof do not violate, and are not in breach of, any other agreement, contract, governmental statute, rules, regulations, or court orders, and (ii) it is validly organized and in good standing under the laws of its state of organization.
- I. Each party hereto acknowledges that: (i) this AGREEMENT is made and executed without reliance upon any statement, warranty, or representation of the other party, its agent(s) or representative(s), which is not expressly contained in this AGREEMENT, and that each party has conducted whatever due diligence investigation it has deemed appropriate; (ii) it has reviewed this AGREEMENT, and has read and understands its terms and provisions; and (iii) it is entering into this AGREEMENT freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as follows:

 Dealer Name

BY _____
 Signature

 Printed Name

 Title

 Federal Tax I.D. #

V12 Software Inc

By _____
 Signature

 Printed Name

 Title

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

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.

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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.

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

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/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, 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.

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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov 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. 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.