



Agent Appointment & Contracting

Please return appointment materials to:
Direct Benefits Inc.
55 5th St. East, Saint Paul MN 55101
FAX: (651) 649-3502

-OR-

agentsupport@directbenefits.com



DirectBenefits

(800) 620-5010



PRODUCER APPLICATION

Producer Information					
Last Name		First Name			Middle Initial
Residential Address					
City		State	ZIP Code	County	
Home Phone	Cell Phone		Birthdate		Gender
Social Security Number			If assigned, National Producer Number (NPN)		
Email Address			Producer's Business Website Address		

Agency Information					
Agency/Firm Name				TAX I.D. #:	
Business Address					
City		State	ZIP Code	County	
Work Phone		If assigned, National Producer Number (NPN)			
Email Address			Agency Website Address		

Direct Upline (if not Managing General Agent or General Agent)	
Name	Producer Number

MGA/GA	
Name Direct Benefits	Producer Number 26

Check one: Commissions are to be paid to me assigned as directed below

Assignment of Compensation – I direct my compensation to be paid as follows (leave blank if commissions are to be paid to you):		
Producer/Agency Name		SSN/TAX I.D. #:
Address		
City		State ZIP Code

BACKGROUND

1. Do you carry Errors and Omissions Protection? If yes, please provide a copy of your policy.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you ever been convicted of any criminal felony, involving fraud, dishonesty or a breach of trust? If yes, please provide explanation below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been convicted of an offense under the Violent Crime Control and Law Enforcement Act of 1994? If yes, please provide explanation below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
NOTE: "Convicted" includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere or no contest, or having been given probation, a suspended sentence, or a fine.	
4. Have you or the agency ever been subject to a complaint by a state or a provincial Insurance Department? If yes, please provide explanation, including state and date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you or the agency ever been subject to disciplinary proceeding of any federal or state regulatory agency? If yes, please provide explanation, including state and date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you or the agency ever been bankrupt or insolvent? If yes, please provide filing or discharge date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you or the agency ever been refused any license applied for? If yes, please provide explanation, including state and date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Has your license or the agency's license ever been cited, suspended or revoked by any state(s)? If yes, please provide explanation, including state and date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

BACKGROUND (cont.)

9. Has your appointment or the agency's appointment ever been terminated involuntarily by an insurance company for reasons other than lack of production? If yes, please provide explanation, including date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Are there any outstanding judgments or liens (including state or federal tax liens) against you or the agency? If yes, please provide explanation, including date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do you or the agency currently have any outstanding indebtedness to any carriers, affiliates or subsidiaries including those but not limited to the IHC Group? If yes, please provide explanation, including date below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Check the state(s) for which you want to be appointed and enter your license number(s) and renewal date:

	License Number	Renewal Date		License Number	Renewal Date
<input type="checkbox"/> AK			<input type="checkbox"/> MT		
<input type="checkbox"/> AL			<input type="checkbox"/> NC		
<input type="checkbox"/> AR			<input type="checkbox"/> ND		
<input type="checkbox"/> AZ			<input type="checkbox"/> NE		
<input type="checkbox"/> CA			<input type="checkbox"/> NH		
<input type="checkbox"/> CO			<input type="checkbox"/> NJ		
<input type="checkbox"/> CT			<input type="checkbox"/> NM		
<input type="checkbox"/> DC			<input type="checkbox"/> NV		
<input type="checkbox"/> DE			<input type="checkbox"/> NY		
<input type="checkbox"/> FL			<input type="checkbox"/> OH		
<input type="checkbox"/> GA			<input type="checkbox"/> OK		
<input type="checkbox"/> HI			<input type="checkbox"/> OR		
<input type="checkbox"/> IA			<input type="checkbox"/> PA		
<input type="checkbox"/> ID			<input type="checkbox"/> RI		
<input type="checkbox"/> IL			<input type="checkbox"/> SC		
<input type="checkbox"/> IN			<input type="checkbox"/> SD		
<input type="checkbox"/> KS			<input type="checkbox"/> TN		
<input type="checkbox"/> KY			<input type="checkbox"/> TX		
<input type="checkbox"/> LA			<input type="checkbox"/> UT		
<input type="checkbox"/> MA			<input type="checkbox"/> VA		
<input type="checkbox"/> MD			<input type="checkbox"/> VT		
<input type="checkbox"/> ME			<input type="checkbox"/> WA		
<input type="checkbox"/> MI			<input type="checkbox"/> WI		
<input type="checkbox"/> MN			<input type="checkbox"/> WV		
<input type="checkbox"/> MO			<input type="checkbox"/> WY		
<input type="checkbox"/> MS					

Products will be set up based on the addenda that are submitted with your signed Producer Agreement.

CERTIFICATION/AUTHORIZATION

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state in which I am seeking appointment and that I am withholding no information that would affect my qualification for this appointment. I further certify that I am not prohibited by the Violent Crime Control and Law Enforcement Act of 1994 from engaging in the business of insurance or that I have obtained consent from the appropriate insurance regulator to do so. I further certify that the number shown on this form is the correct Social Security Number/Tax Identification Number for 1099 tax reporting and that I am not subject to backup withholding by the Internal Revenue Service.

I also authorize the Insurance Company; meaning PetPartners, Inc. and any of its Affiliates, and/or its designee as applicable to order an investigative report as may be required in compliance with the Public law 91-505 (Fair Credit Reporting Act). I understand that information for the report may be secured from financial sources, and/or public records, or personal interviews with third parties, such as family members, business associates, and/or others with whom I am acquainted. This inquiry may include information as to my character, general reputation, personal characteristics, mode of living, or educational background. I understand that I have the right to make a written request within a reasonable period of time to receive a complete and accurate disclosure of this information if I so desire.

All appointed producers must comply with all insurance laws, regulations and insurance department bulletins in the jurisdictions in which they are appointed. The applicant may not use, distribute, or publish any advertisement (as defined by the laws of the jurisdiction for which the applicant is appointed), solicitation material, or proposal that references the Insurance Company or any insurance company the Insurance Company represents, which has not been filed with and approved in writing by the Insurance Company. The applicant agrees to assist and cooperate with the Insurance Company regarding any and all insurance department inquiries, complaints, or investigations.

In the event of any conflict between the applicable Producer Agreement and this Producer Application, the Producer Agreement shall control. Nothing contained herein shall be deemed to limit the rights of the Insurance Company under the Producer Agreement.

Producer Signature	Date
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Return completed form with copies of your current license(s) to your direct Upline.

In order to process your request without any delays, please return all contracting forms.

If you have any questions regarding the producer contracting forms or the contracting process, please contact your Direct Upline or PetPartners, Inc. at 919-882-3180 or producers@petpartners.com



PRODUCER AGREEMENT

Producer's Name: _____ Producer Number: _____ Date _____

- 1) **Definitions.** The following terms have the following meanings in this Producer Agreement:
 - a) "Payor" means an insurance carrier issuing an insurance policy or certificate of coverage under which insurance benefits are provided that has engaged PetPartners, Inc. to provide administrative or marketing services related to such policy or certificate of coverage.
 - b) "Company" means PetPartners, Inc. and any of its Affiliates, and/or its designee as applicable.
 - c) "Affiliates" means any other entity controlling, controlled by, or under common control with Company.
 - d) "Agreement" means this Agreement and any schedule, appendix or supplement that may be included as part of this Agreement now or in the future.
 - e) "Producer" means the person authorized to solicit and procure applications for the insurance programs administered by the Company who is named above and who executed this Agreement.
 - f) "Sub-producer" means an individual employed by or under contract with a Producer to solicit, negotiate, sell or place insurance business.

- 2) **Solicitation.** Subject to the authority granted to Company by each Payor, Company hereby authorizes Producer to solicit and procure applications for the insurance programs identified in each schedule attached hereto, on a non-territorial, non-exclusive basis, subject to the terms and conditions of this Agreement.

- 3) **Relationship of the Parties.** Company and Producer each agree that:
 - a) Producer is an independent contractor and this Agreement does not create a relationship of employer/employee, principal/agent, or any other similar relationship between Company and the Producer.
 - b) Producer acknowledges that he/she is not, and shall not be, considered an agent or representative of Company and that he/she will not expressly or impliedly represent himself/herself as such.
 - c) Except where state law requires otherwise, Producer is an independent insurance agent representing Producer's clients.

- 4) **Producer's Responsibilities.** Producer agrees to:
 - a) Solicit applications for insurance policies issued by Payor or Company on behalf of Payor; assist applicants to truthfully and accurately complete their respective applications for insurance coverage; and submit such applications to Company promptly upon receipt of such applications from applicants.
 - b) Remit all gross premiums and/or policy fees received or collected by Producer promptly to Company with a full and detailed statement.
 - c) Refrain from accepting any premium from any applicant or insured with the exception of the initial premium and applicable fees collected with the application for coverage, if required or applicable.
 - d) Strictly comply with all underwriting rules, regulations and instructions contained in the rate books, manuals or any other written material of any Payor with which Producer is appointed, and to observe and comply with the insurance laws and regulations of the state or states in which Producer operates. In the event there is a dispute between the parties hereto as to the interpretation of Payor's regulations or instructions, Company in its sole discretion shall resolve any such dispute.
 - e) Provide prompt, courteous service to policy holders.
 - f) Pay (without reimbursement from Company) all Producer license fees and/or any other related fees or taxes whether billed to Company or Producer.
 - g) Provide Company with evidence of E & O coverage in such amounts and with such carriers as is reasonably acceptable to Company.
 - h) Obtain prior written approval from Company of all marketing materials, application forms, and advertising used by Producer in connection with this Agreement.
 - i) Maintain current mailing address and contact information for Company's benefit.

P.O. Box 37940, Raleigh, NC 27627-7940
Phone 919-882-3180 Fax 919-859-8193
producers@petpartners.com

- j) Keep records in such form as is reasonably required by Company and/or required under applicable laws and regulations.
- 5) **Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:
- a) Bind Company or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by Company.
 - b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
 - c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.
- 6) **Representations and Warranties.** Producer represents and warrants as follows:
- a) Producer is currently licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
 - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.
- 7) **Materials and Records**
- a) All Company materials provided to Producer, including, without limitation, programs, manuals, tapes, guidelines and any other information pertaining to Company's marketing methods, leads, or the products of Payors with which the Producer is appointed, or their content, if developed by Company, shall remain the sole and exclusive property of Company.
 - b) Producer's accounts, ledger, correspondence and other records pertaining to this Agreement shall be retained by Producer as required by applicable law, and open for inspection by authorized representatives of Company.
 - c) The parties agree that information and materials described in this section and otherwise provided by Company derive independent economic value from not being generally known to other persons, and thereby constitute trade secrets. As such, Producer agrees to maintain the confidentiality of such information and materials, except where such materials are designed for release to other persons.
- 8) **Compensation.** Company and Producer each agree that:
- a) Company will pay compensation to Producer on behalf of Payors in accordance with the Compensation Schedule(s) attached hereto.
 - b) Company may, upon 30 days prior written notice, change or terminate said Compensation Schedule(s), or add additional new policy forms or requirements and establish the rates of compensation thereon, or withdraw forms.
 - c) Commission, as defined in the Compensation Schedule(s), is vested and payable after termination of this Agreement until the earlier of a) three years from the date of termination of this Agreement, or b) the date on which the monthly compensation amount due is less than \$50.
 - d) The schedule of any renewal compensation set forth on the Compensation Schedule(s) begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and Producer is recognized as the agent of record by the policy holder.
 - e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies and certificates of coverage.
 - f)
 - g) If Company for any reason refunds any premium or part of a premium on any policy, any compensation paid Producer on the amount refunded shall be repaid to Company by Producer.
 - h) Company may offset against any compensation due Producer hereunder (including, without limitation, any commissions and/or other compensation) any amounts due Company or Affiliates which may become due at any

time from Producer, and such amounts shall be a first lien against the compensation due Producer under this Agreement.

- i) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of Company, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
- j) In the event that this Agreement is terminated pursuant to Section 10 or any condition set forth in Section 10 (b)(iv) or (v) (vi) therein occurs after termination, all of Producer's rights under this Agreement, including Producer's rights to any compensation to which Producer might otherwise become entitled shall terminate effective as of the termination of this Agreement.
- k) Compensation received during a calendar year will be reflected on that year's annual 1099 tax form provided to Producer by Company.

9) **Indebtedness.** Company and Producer each agree that:

- a) Pursuant to the execution of this Agreement and for value received, Producer hereby promises and agrees to re-pay Company in full any indebtedness resulting from any and all special advances, charge-backs, dues, interest or any other charges owed by Producer to Company. Company has the right to charge and collect interest on debit balances attributable to and owed by Producer. Company, its successors and/or assigns, is hereby granted a complete, unconditional, and automatic first lien on any monies due or to become due under this Agreement and Company may deduct such amounts from any monies due Producer as provided in Section 8 (g) hereof.
- b) It is agreed that the unpaid balance owed shall accrue interest at the interest rate set forth in the attached Compensation Schedule. Company reserves the right to adjust the interest rate upon 30 days advance notice.
- c) Producer hereby unconditionally guarantees to Company the full and timely payment of any and all moneys owed to Company by any Sub-producers of Producer whether directly or indirectly contracted with Company and/or appointed where Producer is receiving a commission override.
- d) Upon termination of this Agreement for any reason, Producer agrees to immediately pay any debit balance owed to Company, in full, upon demand by Company. After the debit balance has been fully satisfied, the remainder of any Producer commissions or service fees will be paid to Producer as earned.
- e) The Company reserves the right, without limitation or notice, to modify or terminate the amount of any advance commission paid to Producer.
- f) This entire Section 9 shall survive the termination of this Agreement. It is further agreed that in the event it becomes necessary to enforce payment of this indebtedness through legal action, Producer agrees to bear the reasonable legal expenses, attorney fees and court costs incurred by Company.

10) **Termination.** Company and Producer each agree that:

- a) This Agreement, together with any addenda hereto, shall continue until terminated by either party pursuant to this section.
- b) This Agreement, together with any addenda hereto, shall terminate:
 - i) Thirty days following written notice by either party mailed to the last known address of such other party.
 - ii) Automatically without any notice upon Producer's death, or total permanent disability.
 - iii) At Company's sole discretion at time of appointment renewal if the Producer has not placed any new business with Company in the last 12 months.
 - iv) Immediately upon notice from Company to Producer for any act of dishonesty, fraud or breach of any of the terms of this Agreement as determined at the Company's sole discretion.
 - v) Automatically without any notice upon revocation, termination or non-renewal of Producer's license.
 - vi) If attempt is made by Company to contact Producer in writing or via e-mail at last known mailing or e-mail address and Producer fails to reply within 60 days of such attempt, in which event Company shall have the right to retain all future commissions of such Producer and such Producer shall forfeit any and all right to such commissions.

- 11) **Assignment.** No assignment of this Agreement or of any compensation due or to become due shall be valid unless approved in advance in writing by Company. Any assignment shall be subject to any existing or future indebtedness to Company by Producer.
- 12) **Agent Appointment.** Producer is responsible for costs associated with his/her appointment as determined by Payor.
- 13) **Liability.** Producer shall indemnify Company for, and hold Company harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that Company may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 14) **Confidentiality.** Producer agrees to protect the confidentiality of protected personal information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 15) **Company Rights** Company specifically reserves the right to:
- a) Cease doing business in any state upon 30 days' prior written notice to Producer.
 - b) Approve all transfers of reporting hierarchies prior to the effective date of the requested change.
 - c) Discontinue or withdraw any plan of insurance.
 - d) Amend this Agreement with 30 days notice at Company's sole discretion.
- 16) **Indemnification.** Producer shall indemnify and hold Company, Payor, and any of their employees, officers, directors, agents or representatives (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, claims, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel, arising in connection with, or incident to any breach or violation of any covenant or agreement contained in this Agreement or otherwise arising out of any of the transactions contemplated by this Agreement. Producer shall notify Company in writing within five (5) days of Producer becoming aware of any legal or administrative proceeding that involves or could potentially involve an Indemnified Party in any manner whatsoever. Company may, in its sole and absolute discretion, determine whether to defend or settle any such claim. Company will be entitled to offset any losses that are the subject of pending or unresolved indemnification claims against any and all payments due to Producer pursuant to this Agreement.
- 17) **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles, and any interpretation of the language, intent, performance or obligation of this Contract shall be determined in accordance with the laws of the State of New York. This Contract is performable in New York County, New York, and any suit, action or proceeding by either party to this Agreement must be initiated and brought in New York County, New York. All sums or amounts due or to become due to either party hereto are payable in New York, New York.
- 18) **Arbitration.** Except as otherwise set forth herein, all disputes, controversies, or differences, whether arising or commencing during or subsequent to the term hereof, which may arise among the parties out of or in relation to or in connection with this Agreement which cannot be settled among the parties pursuant to the terms of this Agreement (including postponing settlement of such issue) shall be settled by arbitration in New York, New York, before an arbitrator of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association.. Such arbitration shall be final and binding and shall be limited to an interpretation and application of the provisions of this Agreement. Any arbitration award shall be enforceable in any court, wherever located, having jurisdiction over the party against whom the award was rendered. With respect to any such arbitration or enforcement proceedings, each party thereto shall bear its respective attorneys' fees and all other costs and expenses associated with such arbitration, except as otherwise provided by law or rule and as directed by the arbitrator.

19) **Entire Agreement.** Producer understands and agrees that:

- a) This Agreement is the entire agreement between the parties hereto and supersedes any and all previous contracts and agreements between Producer and Company.
- b) This Agreement is effective as of the date executed by Company below.
- c) Any schedule, appendix or supplement issued at a later date shall become effective at such later date as specified.
- d) Failure of Company to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
- e) No oral promises or representations shall be binding, nor shall this Agreement be modified except by agreement in writing, executed by Company, except as otherwise set forth herein.
- f) This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one original Agreement.

PetPartners.

Producer Signature

Printed Name:

Date:

Producer Number:

By:

Print Name:

Date:

EXHIBIT A - CONFIDENTIALITY OF PROTECTED PERSONAL INFORMATION

1. Purpose. The Purpose of this Exhibit is to demonstrate both parties' commitment to full compliance with all applicable privacy rules and regulations governing the use and disclosure of individually identifiable personal health and financial information by establishing contractual standards for such use and disclosure.
2. Definitions. Terms used this Exhibit and not otherwise defined in the Agreement are defined as follows:
 - (a) *Disclose or Disclosure* means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
 - (b) *HITECH Act* means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
 - (c) *Individual* means the person who is the subject of protected health information and shall include persons who qualify as a personal representative.
 - (d) *Individually Identifiable Health Information* is health information, including demographic information collected from an individual, that:
 - (i) Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - (iii) Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - (e) *Personally Identifiable Financial Information* means any information regarding a specific consumer that is obtained in connection with the services being provided hereunder.
 - (f) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E
 - (g) *Protected Personal Information ("PPI")* means Personally Identifiable Financial Information and Individually Identifiable Health Information that is maintained in any form, including electronic media and/or transmitted in any form, including by electronic media.
 - (h) *Required by Law* has the same meaning as the term "required by law" in 45 CFR §164.501
 - (i) *Use* means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
3. PRODUCER's Obligations. At all times PRODUCER agrees to:
 - (a) Refrain from using or disclosing PPI for any purpose other than as specifically permitted or required by the Agreement, including this Exhibit, as specifically required in order to perform the services for which PRODUCER has been engaged or as permitted by law;
 - (b) Abide by an Individual's request to restrict the disclosure of PPI consistent with the requirements of Section 13405(a) of the HITECH Act;
 - (c) Implement and utilize appropriate safeguards to prevent the Use or Disclosure of PPI other than as

provided for by this Agreement;

- (d) Mitigate, to the extent practicable, any harmful effect that is known to PRODUCER as a result of a Use or Disclosure of PPI by PRODUCER in violation of the requirements of this Agreement;
- (e) Report to COMPANY any Use or Disclosure of PPI not provided for by this Agreement of which PRODUCER becomes aware, including but not limited to any breach of unsecured PPI in compliance with any reporting requirements under regulations implementing the HITECH Act;
- (f) Ensure that any contractor, consultant or vendor to whom PRODUCER provides PPI received from COMPANY, or created or received by PRODUCER on behalf of COMPANY, agrees to the same restrictions and conditions that apply through this Agreement to PRODUCER with respect to such information;
- (g) Provide PPI to COMPANY or, as directed by COMPANY, to an INDIVIDUAL, in a reasonable time and manner, in order to meet the requirements of the Privacy Rule, the HITECH Act, or applicable state law;
- (h) Make any amendment(s) to PPI that COMPANY, or an INDIVIDUAL upon COMPANY's consent, directs PRODUCER to make in order to comply with the Privacy Rule;
- (i) Make PRODUCER's internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PPI available to COMPANY or to the Secretary of the Department of Health and Human Services for purposes of determining COMPANY's compliance with the Privacy Rules;
- (j) Document Disclosures of PPI and information related to such Disclosures as would be required in order to permit COMPANY to respond to a request by an INDIVIDUAL for an accounting of such Disclosures of PPI in accordance with the Privacy Rule and the HITECH Act;
- (k) Make available to COMPANY within fifteen (15) days the information required to provide an accounting of disclosures in accordance with the Privacy Rule and the HITECH Act;
- (l) Implement and utilize safeguards to Use or Disclose only the minimum necessary information in the performance of PRODUCER's obligations under this Agreement; and
- (m) Refrain from Using or Disclosing PPI for any marketing purposes not authorized by this Agreement;
- (n) Make available to COMPANY within fifteen (15) days the information required to provide an accounting of disclosures in accordance with the Privacy Rule and the HITECH Act;
- (o) Refrain from receiving any remuneration in exchange for any Individual's PPI unless (1) that exchange is pursuant to a valid authorization that includes a specification of whether the PPI can be further exchanged for remuneration by the entity receiving the PPI of that Individual or (2) satisfies one of the exceptions enumerated in the HITECH Act; and
- (p) Refrain from marketing activities that would violate Section 13406 of the HITECH Act.

4. COMPANY's Obligations. At all times COMPANY agrees to:

- (a) Notify PRODUCER of any limitation(s) in COMPANY's Notices of Privacy Practices, to the extent that such limitation may affect COMPANY's Use or Disclosure of PPI;
- (b) Notify PRODUCER of any changes in, or revocation of, permission by an INDIVIDUAL to Use or Disclose PPI, to the extent that such changes may affect PRODUCER's Use or Disclosure of PPI;
- (c) Notify PRODUCER of any restriction to the Use or Disclosure of PPI to which PRODUCER has agreed, to the extent that such restriction may affect PRODUCER's Use or Disclosure of PPI;

- (d) Refrain from request that PRODUCER Use or Disclose PPI in any manner that is not legally permissible if done by COMPANY except to the extent necessary for any data aggregation services or PRODUCER's management and administrative activities;
5. Permitted Usage of PPI. PRODUCER may Use or Disclose PPI for the following purposes or under the following circumstances:
- (a) Except as otherwise limited in the Agreement, to provide the administrative services to COMPANY that are described in the Agreement provided that such Use or Disclosure of PPI would not violate the Privacy Rule if done by COMPANY;
 - (b) Except as otherwise limited in the Agreement, for the proper management and administration of PRODUCER or to carry out the legal responsibilities of PRODUCER;
 - (c) Except as otherwise limited in the Agreement, for the proper management and administration of PRODUCER, provided that Disclosures are Required by Law, or PRODUCER obtains reasonable assurances from the person or entity to whom the PPI is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person or entity, and the person or entity notifies PRODUCER of any instances of which it is aware in which the confidentiality of the PPI has been breached;
 - (d) Except as otherwise limited in the Agreement, to provide data aggregation services to COMPANY as permitted by the Privacy Rules;
 - (e) To report violations of law to appropriate federal and state authorities; and
 - (f) To contractors, consultants and vendors of PRODUCER in order to permit such contractors, consultants and vendors to perform the services for which they have been engaged, subject to the conditions of this Agreement.
6. Term and Termination.
- (a) The Term of this Agreement shall be effective as of effective date of the Agreement and shall terminate as of the termination of the Agreement.
 - (b) Upon COMPANY's knowledge of a material breach of this Exhibit by PRODUCER, COMPANY shall either:
 - (i) Provide an opportunity for PRODUCER to cure the breach or end the violation or terminate the Agreement in accordance with the Agreement; or
 - (ii) If cure is not possible, immediately terminate the Agreement.
 - (c) If neither termination nor cure is feasible, COMPANY may report the violation to the Secretary of the Department of Health and Human Services at its discretion.
7. Obligations upon Termination of this Agreement
- (a) Upon the termination of the Agreement, PRODUCER shall return to COMPANY all PPI that PRODUCER has in its possession and retain no copies of such PPI, except for that PPI necessary for PRODUCER's management and administrative activities. This provision shall apply to PPI that is in the possession of contractors, consultants and vendors of PRODUCER.
 - (b) If PRODUCER is unable to return the PPI provided to PRODUCER by COMPANY or an INDIVIDUAL or created by PRODUCER on COMPANY or an INDIVIDUAL's behalf, PRODUCER shall:
 - (i) Provide to COMPANY notification of the conditions that make return or destruction infeasible;

and

- (ii) Permanently destroy by shredding or otherwise destroying all paper or other hard copy media on which it is recorded, and/or erasing it from any hard drive, tape, diskette, compact disk or other electronic medium on which it has been stored using a method which renders the information unrecoverable.
 - (c) If the return or destruction of the PPI is not feasible, PRODUCER shall extend the protections of this Agreement to, and comply with its obligations herein regarding, the PPI and not make any further Use or Disclosure of the PPI.
8. Privacy Notices. COMPANY and PRODUCER agree to cooperate on the development and drafting of any Privacy Notices required to be provided by PRODUCER to INDIVIDUALS in order to ensure that such Privacy Notices accurately reflect the current usage and disclosure of PPI and comply with any state or federal law or regulation that requires the provision of such Privacy Notices.
9. Amendment. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for COMPANY to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
10. Regulatory References. A reference in this Agreement to the Privacy Rule means the Section of the Privacy Rule then in effect or as amended.
11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit COMPANY to comply with the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.



**COMPENSATION SCHEDULE TO PRODUCER AGREEMENT FOR
PET HEALTH INSURANCE PLANS**

This Compensation Schedule to the Producer Agreement identifies (1) the product that the Producer is authorized to solicit and procure applications; and (2) the commission schedule applicable to such product. PetPartners, Inc. and Producer each agrees that this Compensation Schedule is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

Schedule of Commission:

All States 1st Policy Year	All States Renewal Policy Years
8%	8%

Commission is based on collected premium, less applicable fees except to the extent any of the forgoing are required by state law.

The maximum commission percentage payable hereunder, will be adjusted as required by applicable state law.

With respect to this Compensation Schedule:

Commission percentages shown in this Compensation Schedule shall be reduced by any commission(s)/fee(s) paid to Producer and/or any Sub-producer.

Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents or employees of Producer except as enumerated in this Compensation Schedule.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.