



Agent Appointment & Contracting

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

-OR-

concierge@directbenefits.com



DirectBenefits

(800) 620-5010



Lead Provider Agreement

This Lead Provider Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between PetPartners, Inc. ("Company"), a Delaware corporation on behalf of itself and its affiliates, and the below named lead provider ("Lead Provider").

Named Lead Provider: _____

DBAs: _____

Contact Person: _____

Title: _____

Address: _____

Tax ID/SSN #: _____

Phone: _____

Email Address: _____

Lead Provider Website: _____

List all website URLs on which PetPartners will be promoted (including the website URLs of any affiliate lead provider independent contractors):

GA - Direct Benefits

Once completed, please return the completed Agreement, including all addendums and other necessary forms and applications, to Company at the following address:

55 E. 55th St. #500, St. Paul, MN 55101
Phone 800-620-5010 Fax 800-620-5010
concierge@directbenefits.com

Lead Provider will receive written confirmation of Company receipt.



A. Obligations, Restrictions and Authority of Lead Provider

- 1) Advertising Company Products. Lead Provider may directly, or indirectly through the Approved Affiliate Lead Providers (as defined below), advertise Company's insurance products and related services (the "Company Products") as set forth in this Agreement, including, without limitation, prominently displaying Company's advertisements and other material provided or otherwise approved by Company (including Company's contact information, Company's website address (or links thereto) and Company's toll- free telephone numbers) in location(s) as mutually agreed upon by the parties. Nothing in this Agreement shall be construed as limiting in any manner Company's engagement of other persons or entities to advertise Company Products in the same manner as under this Agreement. Lead Provider shall not subcontract or delegate marketing or advertising efforts to any party without the written consent of the Company. Notwithstanding the foregoing, by execution hereof, Company has approved the subcontracting of, and delegation to, the affiliate lead provider independent contractors with whom Lead Provider has a relationship whose website URL's are listed on the first page hereof (collectively, the "Approved Affiliate Lead Providers"), subject to the terms and conditions set forth herein. Additional Approved Affiliate Lead Providers may be added by written amendment to this Agreement. Lead Provider shall be responsible for the reasonable and appropriate supervision of its Approved Affiliate Lead Providers and shall take all reasonable measures in its communication with the Approved Affiliate Lead Providers to allow such Affiliate Lead Providers to conduct themselves so as not to adversely affect the business reputation or the good standing of Company.
- 2) Maintenance of Displays. At Lead Provider's cost, Lead Provider may maintain any physical advertising displays approved by Company from time to time, including ensuring that such displays include appropriate Company literature and adequate supplies of the most recent Company advertising materials. Company may assign a representative to monitor all advertisements, including all physical displays, and Lead Provider agrees to allow such representative access to all locations where Company advertisements are displayed for such purposes.
- 3) Links to Company's Website. Lead Provider may establish hyperlinks ("Links") from (i) the Lead Provider's website(s) identified above (the "Lead Provider Site") and/or the Approved Affiliate Lead Provider's website(s) identified above (the "Approved Affiliate Lead Provider Sites") to (ii) Company's website(s) (the "Company Sites"). Lead Provider shall display certain content provided by or otherwise approved by Company ("Content") to establish such Links. In utilizing the Links, Lead Provider hereby covenants and agrees that:
 - a. Lead Provider shall fully cooperate, and shall cause the Approved Affiliate Lead Providers to fully cooperate, with Company in order to establish and maintain such Links;
 - b. Lead Provider shall display on the Lead Provider Site, and shall cause the Approved Affiliate Lead Providers to display on their respective websites, only Content, including those graphics or textual images for establishing a Link, provided or approved by Company;
 - c. Lead Provider shall promptly substitute, and shall cause the Approved Affiliate Lead Providers to promptly substitute, Content with any new Content provided by Company from time to time throughout the term of this Agreement;
 - d. Any information with respect to Company or Company Products that is going to be displayed on the Lead Provider Site or the Approved Affiliate Lead Provider Sites must be provided by Company.



Advertisements or materials not provided by Company must be approved by Company in writing in advance of any display;

- e. Lead Provider shall not establish, and shall cause the Approved Affiliate Lead Providers to not establish, any Links to the Company Site in any community, forum, chat room or electronic bulletin board, with the exception of sites prior approved in writing by Company;
- f. Lead Provider shall not create or operate, and shall cause the Approved Affiliate Lead Providers to not create or operate, profiles, pages or content on any social networking site (including, but not limited to, Facebook, Twitter, MySpace, LinkedIn) that implies, implicitly or explicitly, to be run by or on behalf of Company;
- g. Each Link connecting users of the Lead Provider Site or the Approved Affiliate Lead Provider Sites, as applicable, to the pertinent area of the Company Site shall in no way alter the look, feel, or functionality of the Company Site;
- h. Lead Provider shall not modify, and shall cause the Approved Affiliate Lead Providers to not modify, the Links without prior written consent from Company. Lead Provider may establish a Link only on URLs which have been approved by Company. Company reserves the right to immediately terminate any Campaign Code (as defined below) embedded in a Link that has been altered, modified or otherwise established without Company's prior consent, without any prior notification to Lead Provider or Approved Affiliate Lead Provider, as applicable. "Campaign Codes" are letters, numbers or combinations thereof constructed by Company which are typically appended to URLs and which track and record quotes and Qualified Leads (as defined below) by recording to Company's databases. Additionally, Campaign Codes may be provided to Lead Provider for tracking quotes and Qualified Leads via any Company - authorized inbound call center. Company may, in its sole discretion, assign separate Campaign Codes for each Approved Affiliate Lead Provider at the request of Lead Provider;
- i. Lead Provider shall not, and shall cause the Approved Affiliate Lead Providers to not, endorse, promote, solicit or display pricing information for Company Products on the Lead Provider Site or Approved Affiliate Lead Provider Site, as applicable, or in correspondence to customers or potential customers; and
- j. Lead Provider shall, and shall cause each Approved Affiliate Lead Provider to, develop, host, operate and maintain (or use the services of third parties to develop, host, operate and maintain) the Lead Provider Site or Approved Affiliate Lead Provider Site, as applicable, in a manner consistent with industry standards, and Lead Provider and each Approved Affiliate Lead Provider shall be solely responsible for all costs associated with their respective websites. Without limiting the generality of the foregoing, Lead Provider and each Approved Affiliate Lead Provider shall be solely responsible for technical operation of their respective websites and all related equipment, and for posting Company-provided or approved Company Product information and other Content on the Lead Provider Site or Approved Affiliate Lead Provider Site, as applicable; and ensuring that materials posted on the Lead Provider Site or Approved Affiliate Lead Provider Site, as applicable, are accurate, do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. COMPANY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ALL SUCH MATTERS.



- 4) No Authority to Transact Insurance. Neither Lead Provider nor any Approved Affiliate Lead Provider is permitted to transact, sell, negotiate or solicit insurance on behalf of Company, including, without limitation, (a) discussing, or making any representations or warranties to consumers with respect to plan information, product-specific benefits, or terms, conditions and exclusions of Company Products, (b) entering into, altering, delivering or terminating any benefit contract or policy on behalf of Company, (c) extending the time of payment of any charges or premiums, (d) receiving any funds on behalf of Company, or (e) otherwise attempting to bind Company in any way without the prior written permission of Company and the proper licenses. . Lead Provider and its employees shall, and shall cause the Approved Affiliate Lead Providers and their employees to, direct all consumer inquiries concerning Company Products to Company by providing consumers with the Company Site address, Links or toll-free telephone number. Company shall not be responsible for any unauthorized actions of Lead Provider or its employees, or the Approved Affiliate Lead Providers or their employees, with respect to any unlawful transaction of insurance. Lead Provider shall be solely responsible for any unauthorized actions of the Approved Affiliate Lead Providers or their respective employees with respect to any unlawful transaction of insurance.
- 5) Rejection of Leads. Lead Provider acknowledges and agrees, and shall notify and cause the Approved Affiliate Lead Providers to acknowledge and agree, that Company reserves the right to reject any and all leads that do not meet the requirements of a Qualified Lead and/or are potentially fraudulent as determined by Company in its sole discretion, including, but not limited to, lists, leads and quotes submitted artificially or generated by the use of software that generates real and fictitious information.
- 6) Independent Contractor Status. Lead Provider is an independent contractor and shall have no claim to compensation except as provided in this Agreement and Lead Provider shall not be entitled to reimbursement from Company for any expenses incurred in performing this Agreement. Each Approved Affiliate Lead Provider is an independent contractor and shall have no claim to any compensation from Company whatsoever or reimbursement from Company for any expenses incurred in performing this Agreement. Each Approved Affiliate Lead Provider shall look solely to Lead Provider for such compensation or reimbursement.
- 7) Payment to the Approved Affiliate Lead Providers. Without limiting the generality of Section 6 above, Company shall not at any time or in any manner have any liability or obligation to any Approved Affiliate Lead Provider for compensation for Qualified Leads arising, resulting or derived from an an Approved Affiliate Lead Provider Site. Lead Provider shall be solely responsible for any and all compensation payable to the Approved Affiliate Lead Providers for Qualified Leads arising from their respective Approved Affiliate Lead Provider Sites. For example, Lead Provider shall be solely responsible for, and Company shall have no liability pertaining to, generating and transmitting 1099 statements to the Approved Affiliate Lead Providers. Company shall have fully satisfied all of its obligations and liabilities for payment for Qualified Leads arising, resulting or derived from Approved Affiliate Lead Provider Sites upon remittance to Lead Provider of payment for such Qualified Leads.
- 8) Advertising Limitations. Lead Provider shall not, and shall cause the Approved Affiliate Lead Providers to not, broadcast, publish or distribute any advertisements or other material relating to Company Products not originated or approved by Company, nor shall Lead Provider or any Approved Affiliate Lead Provider use the name, trademark or logo of Company or any of its affiliated companies in any way or manner without Company's prior written consent and then only as specifically authorized in writing by Company. The restrictions on promotional and descriptive material included in this paragraph include, but is not limited to, enrollment materials, internet communications or any other electronic transmissions representing Company



Products, brochures, telephone directory advertisements (print or electronic), and Lead Provider, Approved Affiliate Lead Provider or agency company listings.

- 9) Advertising Techniques and Anti-Spam Provisions; Restrictions on Advertising. Examples of acceptable ways to advertise Company Products are, if requested and approved by Company,: banners, text links, newsletters to subscribers, or articles distributed to the Lead Provider's customer base. The Lead Provider shall not use, and shall cause the Approved Affiliate Lead Providers to not use, Company IP (as defined below) in any email-based advertising without prior written permission from Company. Company takes the issue of unsolicited commercial email (UCE or SPAM) seriously. Lead Provider hereby represents and warrants that it will adhere, and will cause the Approved Affiliate Lead Providers to adhere, to the following while providing the services hereunder:
- a. Each addressee on Lead Provider's list and the Approved Affiliate Lead Providers' lists to whom an advertisement regarding Company will be sent has affirmatively opted-in to receive commercial advertisements from Lead Provider or Approved Affiliate Lead Provider, as applicable.
 - b. Upon request by Company, Lead Provider shall promptly provide, and shall cause the Approved Affiliate Lead Providers to provide, evidence of verified opt-in status for each contact on Lead Provider's lists or Approved Affiliate Lead Provider's list, as applicable, that receive commercial advertisements regarding Company Products.
 - c. Each commercial advertisement sent by Lead Provider and the Approved Affiliate Lead Providers will contain clear instructions for addressees to unsubscribe from receiving future solicitations.
 - d. The "From" line in any email will not contain the words "PetPartners Insurance" or "PetPartners", and will not in any way appear to be sent on behalf of Company and will accurately reflect the entity from which such email originated.
 - e. Lead Provider and the Approved Affiliate Lead Providers shall operate in compliance with the CAN-SPAM Act of 2003, Cali Spam and all other applicable federal and state laws and regulations, including all other advertising laws and regulations.
 - f. All advertising services performed by Lead Provider and Approved Affiliate Lead Providers will be performed in a professional manner in keeping with the best industry practices.

10) Confidentiality Obligations

- a. Definition. "Confidential Information" means all non-public, confidential, secret or proprietary information, in whatever form, disclosed to or discerned by Lead Provider or the Approved Affiliate Lead Providers, as applicable, pertaining to any marketing communication opt-out and suppression lists, content provided by Company and Company Products, business, finances, technology, ideas, inventions (whether patentable or not), marketing strategies and/or product and service offerings, including, but not limited to, all personally identifiable, financial or other sensitive information relating to Company customers that is learned, disclosed or acquired pursuant to, or in connection with, this Agreement.
- b. Restrictions on Use and Disclosure. Lead Provider acknowledges, and shall notify and cause the



Approved Affiliate Lead Providers to acknowledge, the confidential and proprietary nature of Company's Confidential Information and agrees, and shall cause the Approved Affiliate Lead Providers to agree, except as expressly authorized or permitted under this Agreement, (i) to hold Confidential Information in confidence and to take all reasonable precautions to protect Confidential Information (including, without limitation, all precautions Lead Provider or Approved Affiliate Lead Provider, as applicable, employs with respect to its own confidential materials (which shall be at least a reasonable degree of care)), (ii) not to divulge any Confidential Information to any third person, and (iii) not to make any use whatsoever of Confidential Information. Lead Provider shall ensure, and shall cause the Approved Affiliate Lead Providers to ensure, that their respective employees and permitted agents and contractors who are given access to Confidential Information are bound by terms no less restrictive than those contained in this Section 10.

- c. Ownership; No Transfer of Rights, Title or Interest. Lead Provider acknowledges, and shall notify and cause the Approved Affiliate Lead Providers to acknowledge, that Company owns all rights, title and interest, including all intellectual property right, in and to all of its Confidential Information, and that neither Lead Provider nor the Approved Affiliate Lead Provider acquires any rights to Confidential Information, except as expressly provided herein. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Lead Provider or any of the Approved Affiliate Lead Providers.
- d. Judicial Order. In the event that Lead Provider or the Approved Affiliate Lead Provider, as applicable, is ordered to disclose the Confidential Information pursuant to a judicial or government request, requirement or order, Lead Provider or the Approved Affiliate Lead Provider, as applicable, shall promptly notify Company and take reasonable steps to assist Company, at Company's expense, in contesting such request, requirement or order or in otherwise protecting Company's rights prior to disclosure. If, after providing such notice and assistance as required herein, Lead Provider or the Approved Affiliate Lead Provider, as applicable, is required to disclose any Confidential Information, Lead Provider or the Approved Affiliate Lead Provider, as applicable, shall disclose no more than that portion of Confidential Information that is specifically required to be disclosed.
- e. Remedies. Lead Provider acknowledges and agrees, and will notify and cause the Approved Affiliate Lead Providers to acknowledge and agree, that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, without having to secure or post any bond or show that monetary damages are insufficient.
- f. Return of Confidential Information. Upon the termination of this Agreement or at the request of Company at any time, Lead Provider shall destroy or return to, and cause the Approved Affiliate Lead Providers to destroy or return to, the Confidential Information to the Company and discontinue use of all originals, copies and summaries of Confidential Information in any medium in the possession or control of Lead Provider or Approved Affiliate Lead Provider, as applicable.

11) Indemnification.

- a. Mutual Indemnification. Each party hereto shall indemnify, defend and hold the other party harmless



from and against any and all claims, costs, liabilities, losses, damages or expenses, including reasonable attorneys' fees ("Losses"), caused by or arising from (i) such party's breach of its representations, warranties, covenants or obligations under this Agreement, (ii) such party's infringement of a third party's intellectual property rights, provided, however, that Company shall not indemnify Lead Provider or any Approved Affiliate Lead Provider for its infringement of a third party's intellectual property rights if it arises from the use of intellectual property not specifically authorized by Company, not in compliance with the terms of the Agreement or from the misuse of Company IP, (iii) such party's negligence or willful misconduct or (iv) such party's failure to comply with any federal or state laws, rules or regulations.

- b. Indemnification for Approved Affiliate Lead Providers. Lead Provider shall indemnify, defend and hold Company and its corporate affiliates harmless from and against any and all Losses caused by or arising from (i) any Approved Affiliate Lead Provider's (A) failure to act as instructed by Lead Provider in accordance with the terms of this Agreement, (B) infringement of a third party's intellectual property rights, (C) negligence or willful misconduct or (D) failure to comply with any federal or state laws, rules or regulations, or (ii) Lead Provider's failure to fully, promptly or properly compensate the Approved Affiliate Lead Providers for Qualified Leads or to pay any other amounts, costs or expenses payable to Approved Affiliate Lead Providers in connection therewith.
- c. Indemnification Conditions. Each party's indemnification obligations are subject to the following conditions: (i) the indemnifying party is promptly notified in writing of and given control over the defense or settlement of any such claim; and (ii) the party seeking indemnification reasonably cooperates with the indemnifying party in the defense or settlement of any such claim at the sole expense of the indemnifying party. Neither Lead Provider nor any Approved Affiliate Lead Provider shall settle any claim that requires action or inaction by Company without Company's express written consent in its sole and absolute discretion.

12) Campaign Tracking Codes. Campaign Codes provided to Lead Provider and the Approved Affiliate Lead Providers shall only be utilized in a manner consistent with that which is approved by Company at the time the request for such Campaign Code is made.

13) Communications Regarding this Agreement. All communication with Company regarding this Agreement (including, but not limited to, addendums, approval of material relating to Company Products, and Campaign Code requests) should be made to: PetPartners, Inc., Partner Contracting Department, P.O. Box 37940, Raleigh, NC 27627-7940; Phone 919-882-3180; Fax 919-859-8193; Email partners@petpartners.com.

B. Compensation and Rights Reserved to Company and Audit provision

1) Compensation. Subject to Section 7 hereof, Company shall compensate Lead Provider for providing Qualified Leads from both the Lead Provider Site and the Approved Affiliate Lead Provider Sites according to the terms set forth in Schedule A attached hereto (hereafter referred to as "Compensation"). For the purposes of this Agreement, a "Qualified Lead" is defined as the following:

- a. must be a new and unique visitor to www.petpartners.com or any other Company Site or successor thereto or caller who has not (i) been previously referred by another lead provider, affiliate, partner or



subsidiary or (ii) obtained direct-to-consumer;

- b. visitor uses a Link to enter the Company Site, or in cases when a Campaign Code is assigned by Company, enters a Campaign Code in the Company Site quote engine or provides a Campaign Code upon application quoting via Company's authorized call center; and
- c. visitor/caller provides and submits (i) a valid quote, including a valid contact phone number and/or valid email address, (ii) all required pet underwriting information, and (iii) application and billing information; provided, however, that no successfully submitted application need be approved or underwritten in order to be a Qualified Lead.

Notwithstanding the foregoing, Company does not accept responsibility for customers who may delete or otherwise not accept cookies used to track return visits to the Company Site or customers who do not enter the assigned code into the Company Site quote engine or provide a Campaign Code upon quoting via Company's authorized call center, and shall not be held to honor compensation for such untracked return visits. Company shall not pay Compensation for any leads other than Qualified Leads as defined in this Agreement. Company will not pay Lead Provider or the Approved Affiliate Lead Providers, as applicable, for leads that result from a Link directly to the Company Site from any Internet site other than Lead Provider's Site or Approved Affiliate Lead Provider's Site, as applicable. Additionally, Company reserves the right to withhold Compensation for leads that are suspected to be fraudulent.

Except as expressly provided otherwise in this Agreement, Company will pay to Lead Provider, for both Qualified Leads on the Lead Provider Site and Approved Affiliate Lead Provider Sites as set forth in Section A7 hereof, Compensation due under this Agreement within forty-five (45) days following the end of each calendar month in which Company receives and records Qualified Leads. However, Company reserves the right to withhold and otherwise accumulate Compensation without interest until the amounts due to Lead Provider equals at least \$100.00.

- 2) Rights Reserved to Company. Company reserves the right, in its sole discretion, without any liability or obligation to Lead Provider or any Approved Affiliate Lead Provider, to take the following actions:
- a. To discontinue and withdraw from distribution any Company Product in any state;
 - b. To modify or amend any benefit contract or policy;
 - c. To establish, modify or change the premium rate charged by Company for any Company Product;
 - d. To determine all terms, conditions and limitations, including the effective date, of any benefit contract or policy;
 - e. To modify or change the terms and conditions pursuant to which any Company Product is authorized to be sold;
 - f. To cease doing business in any state or jurisdiction;
 - g. To reject any leads suspected as being fraudulently generated or which do not contain valid customer phone numbers and/or email addresses; and



- h. To monitor the Lead Provider Site and Approved Affiliate Lead Provider Sites at any time to determine if Lead Provider or the Approved Affiliate Lead Provider, as applicable, is following the terms and conditions of this Agreement. Company may notify Lead Provider of any changes to the Lead Provider Site or the Approved Affiliate Lead Provider Site(s) that Company feels should be made, or to make sure that Links to the Company Site are appropriate and to notify Lead Provider of any changes that Company feels should be made. If Lead Provider or Approved Affiliate Lead Provider does not make the changes to the Lead Provider Site or Approved Affiliate Lead Provider Site, as applicable, that Company feels are necessary, Company reserves the right to immediately terminate this Agreement without penalty or liability to Lead Provider or any Approved Affiliate Lead Provider.
- 3) Audit provision: Company and Company's underwriter, Independence American Insurance Company ("IAIC"), reserve the right to audit all online and print marketing materials, as well as any telephone scripting used by Lead Provider or Approved Affiliate Lead Provider to generate Qualified Leads, and such generated leads to ensure compliance with this Agreement.

C. Term and Termination

- 1) Term. This Agreement shall be effective for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year, unless a party hereto provides to the other party written notice of intent not to renew at least thirty (30) days' prior to the end of the then current term, or the Agreement is earlier terminated in accordance with the provisions of this Agreement.
- 2) Termination for Convenience. This Agreement may be terminated without cause at any time by Lead Provider or Company by either party giving ten (10) days' prior written notice thereof to the other party.
- 3) Termination for Cause. Company may terminate this Agreement with written notice to Lead Provider immediately for cause if Lead Provider or any of its employees or Approved Affiliate Lead Provider: (i) defaulted or breached one or more of its obligations under this Agreement (including any amendments thereto) or any provision of this Agreement; (ii) violated any laws, regulations or rules of any jurisdiction in which the Lead Provider or Approved Affiliate Lead Provider, as applicable, operates or of any governmental or regulatory authority exercising jurisdiction over the Lead Provider or Approved Affiliate Lead Provider, as applicable,; or (ii) failed to report in writing to Company within 5 business days any loss of authorization required to conduct business under this Agreement by Lead Provider, its employees or any Approved Affiliate Lead Provider or its employees . Termination for cause shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current or future default.
- 4) Additional Basis for Termination.
 - a. Fraud. Company reserves the right to terminate this Agreement immediately and without notice to Lead Provider should Lead Provider or any Approved Affiliate Lead Provider commit fraud in its use of Company's affiliate partnership program or should Lead Provider or any Approved Affiliate Lead Provider abuse such program in any way, including, but not limited to, Lead Provider's or an

Approved Affiliate Lead Provider's commission of fraud, dishonesty, breach of trust, theft, felony or

misdemeanor, conversion or misappropriation of money, or breach of any fiduciary duty. If such fraud or abuse is detected, Company shall not be liable to Lead Provider for any outstanding Compensation



for submitted complete Qualified Leads.

- b. Death; Dissolution. This Agreement will automatically terminate (i) upon the death of Lead Provider, if Lead Provider is an individual, or (ii) upon the dissolution of the corporation, partnership or other entity, if Lead Provider is a corporation, partnership or other entity.
 - c. Failure to Perform. This Agreement may automatically terminate, at Company's sole discretion, if Lead Provider does not directly, or indirectly through its Approved Affiliate Lead Providers, generate any completed Qualified Leads for two (2) consecutive calendar quarters.
 - d. Inappropriate Content. Company may terminate this Agreement immediately and without notice if Company determines that the Lead Provider Site, any Approved Affiliate Lead Provider Site and/or any advertising media is unsuitable for Company's affiliate partnership program, including anything that:
 - i. Promotes sexually explicit materials; violence; discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or illegal activities;
 - ii. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights of a third party or to violate the law;
 - iii. Includes "PetPartners" or variations or misspellings thereof in a domain name, or Company's trademark or logo without the express written consent of Company;
 - iv. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to Company at Company's sole discretion;
 - v. Contains software downloads that potentially enable diversions of Compensation from other affiliates or lead providers in Company's affiliate partnership program; or
 - vi. Operates in a manner which resembles a Company Site or portrays itself in a manner which leads customers to believe Lead Provider or Approved Affiliate Lead Provider(s) is PetPartners or any other affiliated business.
- 5) All obligations provided in this Agreement that expressly or by their nature survive termination will continue after termination of this Agreement for any reason, including, but not limited to, Sections A8 (Confidentiality Obligations), A9 (Indemnification) and D1 (Intellectual Property).

D. Grant of Licenses

- 1) Intellectual Property. Lead Provider acknowledges and agrees, and shall notify the Approved Affiliate Lead Providers and cause them to acknowledge and agree, that Company owns all right, title and interest in and to all trademarks, trade names, logos and other source indicators, content and other works of authorship, and inventions (whether patentable or not) provided by Company or created by or on behalf of Company, including works created by Lead Provider or any Approved Affiliate Lead Provider pursuant to this Agreement ("Company IP"). Lead Provider hereby covenants, and shall cause the Approved Affiliate Lead Providers to covenant, that it will use, copy or display Company IP (a) only in connection with advertising that Company has agreed to in writing,



(b) only in accordance with good marketing and trademark practices and other trademark usage guidelines provided by Company, and (c) without alteration unless prior approved by Company. Lead Provider agrees, and shall cause the Approved Affiliate Lead Providers to agree, that all uses of Company IP will be on behalf of Company, and the good will associated therewith will inure to the sole benefit of Company.

- 2) License. Pursuant to the terms and conditions of this Agreement, Company hereby grants Lead Provider and the Approved Affiliate Lead Providers a non-exclusive, non-transferable, limited, worldwide license to (a) access the Company Site through Links solely in accordance with the terms of this Agreement, and (b) use, copy and display Company IP solely as required for Lead Provider or Approved Affiliate Lead Provider, as applicable, to perform hereunder. The licenses granted herein will immediately terminate upon termination of this Agreement for any reason. Lead Provider shall act consistently with, and shall cause the Approved Affiliate Lead Providers to act consistently with, the obligations of this Agreement and to preserve Company's rights in Company IP. Company expressly preserves all rights not expressly granted herein.
- 3) Nondisparagement. Lead Provider agrees not to disparage, and shall cause the Approved Affiliate Lead Providers to not disparage, Company, or use Company IP in any manner that is disparaging, misleading, obscene or that otherwise portrays Company in a negative light.

E. Settlement of Disputes

- 1) Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, except for temporary, preliminary or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Wake County, North Carolina, administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge or enforcement of an award, neither a party hereto nor the arbitrator may disclose the existence, content, record or results of arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

F. General Terms

- 1) Applicable Law. Company and Lead Provider shall comply, and Lead Provider shall cause the Approved Affiliate Lead Providers to comply, with all applicable state and federal laws (including any and all laws relating to UCE and the CAN-SPAM Act) and all regulations applicable to their respective businesses.
- 2) Telemarketing. Lead Provider agrees that it will not engage, and shall cause the Approved Affiliate Lead Providers to not engage, in outbound telemarketing solicitation on behalf of Company and that doing so may, in Company's sole discretion, result in an immediate termination of this Agreement.
- 3) No Subcontracts. This Agreement is exclusive to named Lead Provider, and Lead Provider's duties hereunder

shall not be delegated or subcontracted by Lead Provider, except to the Approved Affiliate Lead Providers and



as expressly provided herein.

- 4) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) upon delivery if delivered by hand (with written confirmation of receipt); (b) on the next business day after deposit if sent by a nationally recognized overnight courier (receipt requested); (c) on the date received if sent by facsimile or e-mail of a PDF document (with confirmation of transmission); or (d) on the third day after deposit to the United States Postal Service if mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).
- 5) Entire Agreement. This Agreement (including any attached schedules) is the complete and sole contract between the parties regarding the subject matter hereof and supersedes any and all prior understandings or agreements between the parties, whether oral or in writing, on the subject matter hereof.
- 6) Construction. In this Agreement the words "shall" and "will" are used in the mandatory sense. Unless the context otherwise clearly requires, any one gender includes all others, the singular includes the plural, and the plural includes the singular.
- 7) No Waivers. The fact that Company may not have insisted upon strict compliance with this Agreement, with respect to an act or Qualified Lead of Lead Provider or Approved Affiliate Lead Provider, shall not relieve Lead Provider from the obligation to perform strictly in accordance with the terms of this Agreement.
- 8) Independent Contractor. Lead Provider shall be an independent contractor and is not an employee, agent, representative, consultant, partner or joint-venture participant of Company.

The parties hereto agree and acknowledge that the Approved Affiliate Lead Providers are independent contractors to Lead Provider and are not, and shall not be deemed to be, the employees, agents, representatives, consultants, partners or joint-venture participant of Company for any purpose. Company shall not have any obligation or liability hereunder to any Approved Affiliate Lead Provider for Compensation or otherwise. No Approved Affiliate Lead Provider shall have any claim, action, controversy, dispute, demand or cause of action (whether in contract or tort or otherwise) against Company or any of its affiliates based upon, arising out of or relating to this Agreement and the transactions contemplated hereby.

Neither Lead Provider nor any Approved Affiliate Lead Provider has authority to enter into any agreement or otherwise bind Company. Lead Provider shall not, and shall cause the Approved Affiliate Lead Providers to not, in any manner misrepresent or embellish the relationship between the parties. Except as expressly provided in this Agreement, Lead Provider shall not engage, and shall cause the Approved Affiliate Lead Providers to not engage, in any promotions which name Company or imply any relationship or affiliation between the parties, including, but not limited to, press releases, marketing materials, offline print advertising or marketing campaigns, media kits, screen shots, graphics altered for co-branding or any other format or media. Any such

promotion shall be considered grounds for immediate termination of this Agreement and may invoke further legal action.

- 9) Governing Law. This Agreement shall be governed by the laws of the state of North Carolina.
- 10) LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE,



EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUSTAINED AS A RESULT OF A BREACH OF THIS AGREEMENT OR ANY ACTION, INACTION OR ALLEGED TORTUOUS CONDUCT OR DELAY BY COMPANY.

- 11) DISCLAIMER. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE COMPANY PRODUCTS OR THE SERVICES TO BE PROVIDED HEREUNDER AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY, ITS EMPLOYEES OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT ITS WEBSITES OR THAT ANY OF THE COMPANY PRODUCTS OR SERVICES TO BE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR-FREE AND COMPANY SHALL NOT BE LIABLE FOR ANY INTERRUPTIONS OR ERRORS IN ANY OF THE FOREGOING.

- 12) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

- 13) Modification. Company may modify this Agreement upon thirty (30) days' prior written notice to Lead Provider, including the Compensation schedule set forth in Schedule A attached hereto, but any such modification shall not reduce the rate or rates with respect to Compensation payments due Lead Provider in connection with benefit contracts or policies resulting from Lead Provider's advertisements that were issued by Company prior to the effective date of such modification. Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement, Company may, without liability, by written notice to Lead Provider, amend (or terminate) the Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency. For purposes of this Section 13, Company may provide written notice by letter, newsletter, electronic mail or other media.

LEAD PROVIDER

PETPARTNERS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule A

Compensation Addendum

This ADDENDUM is part of and amends the terms of the Leader Provider Agreement (the "Agreement") between PetPartners, Inc. ("Company") and the undersigned lead provider ("Lead Provider"). Capitalized terms used in this Schedule A have the same definitions as are found in the Agreement.

Lead Provider will be compensated for each Qualified Lead generated by the Lead Provider Site and the Approved Affiliate Lead Provider Sites as follows:

- CompanionPlus Plans: \$40 per Qualified Lead
- CompanionSelect Plans: \$15 per Qualified Lead
- CompanionLite Plans: \$6 per Qualified Lead

With respect to the Compensation for a Lead Provider:

Amounts shown in this Compensation Addendum shall be reduced by any compensation/fee(s) paid to Producer and/or any Sub-producer.

Company reserves the right to make changes to the amount compensated per Qualified Lead from-time-to-time in its sole discretion with written notice to Lead Provider. Products and plans available may vary by state and can be changed by Company without notice to Lead Provider in its sole discretion.

Company reserves the right to charge back to Lead Provider, or off-set against future Compensation due Lead Provider, the amount of Compensation previously paid to Lead Provider for Qualified Leads initially presumed to be valid and later determined to be fraudulent or not meeting the definition of Qualified Lead.

LEAD PROVIDER

PETPARTNERS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or distributions)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.