HRI DENTAL &VISION

insuringsmiles.com
PO Box 659 Evansville, IN 47704-0659
800-727-1444 Fax: 812-424-2096

How to become an Appointed Producer with Health Resources, Inc.

If you would like to become an appointed producer for the Health Resources Inc. dental and vision plan products, please use the checklist below to start ***insuring smiles****!*

Complete:

- ☐ HRI Licensed Producer Application
- ☐ HRI Licensed Producer's Appointment Agreement HRI
- ☐ Business Associate Agreement
- ☐ HRI ACH Election Form
- ☐ A Federal W-9 Form
  - ✓ Commission checks will be payable to the business entity as stated on the W-9.

Provide:

- ☐ A copy of your individual producer's license
  - ✓ Must hold a valid insurance license in the state in which you are applying for appointment.
- ☐ A copy of the declarations page of your Errors & Omissions Coverage
  - ✓ If not provided, HRI appointment will be denied.

Your HRI Sales Team representative will be contacting you shortly for an introduction or meeting about our products to assist you in having all the tools and knowledge you need. In the meantime, feel free to contact your HRI Sales Team representative with any questions.

Thank you,
Sales Team

Please submit all completed paperwork to Sales Team via product@insuringsmiles.com:

Mailing Address
HRI Dental & Vision
Sales Team
PO Box 659
Evansville, IN 47704-0659

Website
InsuringSmiles.com
Email
accounting@insuringsmiles.com
Fax Number
812-401-4557

The following is for internal use only.

Agent: _____ HRI Rep: _____ Contact Date: _____

HRI DENTAL &VISION

insuringsmiles.com
PO Box 659 Evansville, IN 47704-0659
800-727-1444 Fax: 812-424-2096

LICENSED PRODUCER APPLICATION

Licensed Producer Name (as it appears on license)	

☐ **OHIO** ☐ **INDIANA** ☐ **KENTUCKY** ☐ **IOWA**

LICENSE VERIFICATION

Home Street Address				
Home City, State & Zip	City	State	Zip Code	
Personal Contact Info	Phone:	Email:		
License Numbers	Social Security Number:	State License Number:	NPR(National Producer Number):	

Do you maintain Errors & Omission Coverage?	**If an Employer Group requires a Security Bond, will you obtain coverage?**	**Has your agent license ever been suspended, revoked or terminated by a state insurance department?**	**Are you currently involved in a Department of Insurance hearing?**	**Are there any pending or past administrative actions against your license?**
☐ Yes, a copy of the declarations page is required with this application. ☐ No, HRI application will be denied	☐ Yes ☐ No	☐ No ☐ Yes, If YES, please provide details on a separate piece of paper.	☐ No ☐ Yes, If YES, please provide details on a separate piece of paper.	☐ No ☐ Yes, If YES, please provide details on a separate piece of paper.

BUSINESS INFORMATION (if different from above)

Office Name			
Street Address			
City, State & Zip	City	State	Zip Code
Contact Numbers	Phone:	Fax:	
Office Email			

COMPENSATION PAYMENT INFORMATION (Attach W9)

☐ EFT (complete EFT form) ☐ CHECK (complete information below, processing fee will be charged annually)

Contact Name		Tax ID: As reported on W-9
Street Address		
City, State & Zip	City / State / Zip Code	

Affirmation of Submitted Information

All information submitted in this application is true to the best of my knowledge and belief in compliance with State Code for licensed producers. Per state requirements, a licensed producer, representing HRI Dental & Vision, is required to be identified on a Group Application. In addition, I fully understand that any significant misstatement in the application may constitute cause for denial of my application or termination of a resulting appointment agreement

Producer Signature: REQUIRED **DATE**

HRI DENTAL &VISION

Health Resources, Inc.
Indiana, Kentucky and Iowa

insuringsmiles.com
PO Box 659 Evansville, IN 47704-0659
800-727-1444 Fax: 812-424-2096

LICENSED PRODUCER'S APPOINTMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20___, by and between HEALTH RESOURCES, INC., "HRI" or "Company," and "Producer" _____ (Name must be written as it appears on license) of _____ (City and State).

"The term "Producer" throughout this Agreement shall apply equally to Sub-Producers or Agencies. This Agreement is not transferable by Producer without the written consent of HRI.

1. **REPRESENTATIONS.** Producer makes the following representations and warranties: Producer and Producer's assistants (i.e. employees, sub-Producers) are and will be legally and properly qualified and licensed in every state in which Producer operates to sell or service dental health plans and will be individually responsible for adequate errors and omissions insurance. Copies of Producer's health insurance licenses are submitted herewith.
   Producer is fully licensed accident and health insurance Producer and is eligible to be a Health Benefit Producer.
2. **AUTHORITY.** Producer is hereby appointed to become a non-exclusive Producer for the Company in the State(s) of: _____. Producer is authorized to solicit applications for dental plans sponsored or administered by the Company. Producer neither has the exclusive right to sell any particular dental product of the Company nor has the exclusive right to solicit such business on behalf of the Company. Producer is an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Company and Producer. Producer's authority is limited. Producer is not authorized to represent or bind the Company or to receive any money due or to become due to the Company.
3. **DUTIES.** Producer shall actively solicit applicants in a commercially reasonable manner for the Company's dental plans for approval or disapproval by the Company. Premiums or Fees paid shall be payable directly to the Company. After securing the Company's acceptance of an applicant, Producer may deliver a policy to an applicant. If, for any reason, a policy for a dental plan is cancelled and premiums/fees paid thereon are returned, Producer shall lose all right to commissions on said policy and shall be bound to pay the Company, on demand, the amount of the commissions received on fees or charges so returned. As a part of Producer's duties, Producer shall assist in the maintenance and renewal of the policies, shall maintain continuous contact with representatives of employers who have contracted with HRI, shall assist and consult with policyholders, and shall perform such other duties as may be reasonably requested by the Company. At all times, employers who have contracted with HRI shall retain the discretion to alter and/or modify the agency relationship for any reason to deal directly with HRI.
4. **COMPENSATION.** HRI agrees to pay said HRI representative Producer fees in accordance with the schedule below and in the manner designated under the HRI Master Group Policy.

Dental & Vision Individual and Group Plans
First year and subsequent years: 10% on paid premium, unless otherwise negotiated or as subject to current % on an AOR existing account

Producer's compensation is determined based on the size of the group and underwriting guidelines. The fee schedule shown above for groups is a guideline and applicable unless otherwise negotiated between the Producer, Group, and HRI. Commissions subject to terms and conditions of this agreement shall be paid to the Producer provided the Producer continues to be designated by the group as the HRI representative with respect to such group, and has a valid State Producer's license. Commission shall be payable at the time respective premiums/fees are billed and paid to HRI. If a premium/fee adjustment shall be made for any period, then a corresponding adjustment shall be made to the Producer's fee in the same period. The Company may, after written notice to Producer, amend or modify the Commission Rate in any manner and the amendment or modification shall be effective with respect to all business produced by Producer after the date of such notice. Payment of all commissions paid on policies secured by Producer or its Sub-Producers shall be made directly to Producer and the Sub-Producers shall have no claim whatsoever against the Company for commissions or otherwise. The Company reserves the right to determine the compensation to be paid and to whom it shall be paid on reinstated or converted policies and on policies which, in the Company's judgment, are replacements of existing policies and to withhold from commission payments any funds owed by Producer to company. In the event Producer shall secure applications for plans jointly with another Producer, the credit on such business may be divided between those whose names appear as Producers on the application and Producer shall be paid

commission on Producer's share of the business only, unless it is expressly agreed to the contrary in writing by all parties. In all cases where Producer's claim to commissions is disputed, or otherwise questionable, the Company shall have the right to decide and settle the dispute and the decision of the Company shall be binding and conclusive upon all parties. As to group policies, plans or programs, commissions will be payable only so long as the Producer is recognized as Producer of Record by both the group policyholder or employer and the Company. Unless Producer files written objections to statements or accountings from the company within ninety (90) days after the date upon which compensation payment is mailed to Producer or Producer's notice address, the payment shall be deemed conclusively correct and Producer shall waive any right to contest the amounts stated therein in the future. In the event the Producer suffers a loss of licensure or not licensure is on file with Company all commission payments will cease and any payments made when Producer was not duly licensed shall be returned to Company within five (5) days of notification.

5. **CONFIDENTIAL INFORMATION/TRADEMARK AND COPYRIGHT STATEMENT.** During the term of this Agreement, the Company may disclose to Producer, or Producer may obtain access to, develop, or create proprietary or confidential information or material concerning or related to the Company, including, without limitation, ideas, concepts, designs, specifications, prototypes, media code, procedures, business plans, techniques, forecasts, financial information, technical data or know how, methods, trade information or secrets, software programs, client and customer (actual or prospective) lists and information, account lists, requirements, costs, sales information, pricing information, marketing information, formulae, research, development, inventions, trademarks, trade names, and similar information, documents, and records regarding the business of the Company or its clients (collectively referred to herein as "Confidential Information") that the Company has acquired or will acquire as great expense. Producer acknowledges the confidential and secret character of the Information and agrees that this Confidential Information is the sole, exclusive, and extremely valuable property of the Company. Producer agrees not to use such Confidential Information except as authorized by the Company and to surrender to the Company all tangible Confidential Information in its possession and control upon termination of this Agreement or the termination of Producer's Services. Producer agrees not to disclose, or cause any third party to disclose, any Confidential Information to any person not a party to this Agreement with the written consent of the Company. In addition, the parties to this Agreement reserve the right to control and use their respective names and marks and neither party shall use the other party's name or marks without prior written consent of the other party, provided that a party may use the other party's identifying information, if necessary, to fulfill its obligations under this Agreement.
6. **INDEMNIFICATION.** Producer and Company agree to indemnify and hold harmless each other respectfully against any liability, loss, cost or damage including reasonable attorney's fees in defending itself which the Producer/Company may sustain or incur directly or indirectly due to or arising out of any obligation, act, or transaction created or done (or failed to have been done) by the Producer/Company, Sub-Producers or any other person employed by Producer/Company or arising out of any misrepresentation made by the Producer/Company, Sub-Producers or any other person employed by Producer/Company.
7. **INDEBTEDNESS**. The Producer expressly authorizes the Company, without precluding the Company from exercising any other remedy it may have, to charge against all compensation due or to become due to the Producer under this Agreement any indebtedness Producer or its Sub-Producer owes to the Company, and any monies paid or liabilities incurred by the Company by reason of any act or failure to act or transaction of Producer or its Sub-Producer.
8. **TERMINATION.** Either party hereto shall have the right to terminate this Agreement by written notice specifying the effective date of termination, which shall be not less than thirty (30) days after such written notice. Any such termination shall not affect the rights and obligations of the parties hereto as to transactions, acts or things done by either party prior to the effective date of termination. This Agreement may be canceled immediately and without prior written notice by the Company at its option upon the breach, non-performance, or violation by the Producer or any person for whom the Producer may be responsible, of any provision, term or condition hereof. Upon termination of this Agreement, the Producer shall immediately deliver to the Company all materials and supplies belonging to the Company, and shall immediately pay in cash to the Company all sums then due. Producer's right to commissions shall cease upon termination of this Agreement, except that Producer shall be entitled to receive its commission for premiums paid to the Company prior to such termination.
9. **BOOKS; ADVERTISING**. All rate books, plan record cards, records, printed matter, and other supplies furnished by the Company are property of the Company and Producer shall be responsible for their care.
10. **NON-WAIVER**. The forbearance of the Company to require a strict compliance on Producer's part with any of the terms and conditions of this policy, or to declare a default for failure to perform when it shall become known to the Company, shall not operate as a waiver of any of such terms or conditions or as a release of Producer from Producer's obligations thereafter to perform this Agreement strictly in accordance with its terms and conditions.
11. **NON-ASSIGNABILITY.** Producer shall not assign this Agreement, or assign or delegate any of its rights or obligations pursuant to this Agreement without the prior written consent of the Company and any attempted assignment or delegation without such prior written consent shall be of no force or effect. The Company shall have the right to assign, delegate, or transfer at any time to a financially responsible party, in whole or in part,

any or all of the rights, duties, and interest herein granted without the necessity of obtaining the consent of Producer, but in assigning, delegating, or transferring such rights, duties, and interest, the Company hereby expressly agrees to inform Producer prior to such assignment, delegation, or transfer, and it will, in so doing, specifically reserve for Producer all of the rights and privileges herein provided.

12. **OTHER**. This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
    All notices required or permitted to be given hereunder shall be in writing and shall be given by certified mail to the Producer or Company at the address of record with Company. This Agreement shall be subject to the laws of the State of Indiana.
13. **ERRORS AND OMISSIONS INSURANCE.** Producer must maintain, during the entire term of this Agreement, errors and omissions insurance at levels adequate for Producer's business. Producer must provide HRI proof of insurance upon HRI's request. Producer must immediately notify HRI in writing if Producer's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to a change in the amount of insurance.

IN WITNESS WHEREOF, the parties have caused this "***Licensed Producer Appointment Agreement"*** to be executed in duplicate by their duly authorized representatives this _____ day of _____, 20__.

LICENSED PRODUCER:

By Signature _____

Print Name _____

Title _____

Date _____

HEALTH RESOURCES, INC.:

By Signature _____

Print Name _____

Title _____

Date _____

HRI DENTAL &VISION

insuringsmiles.com
PO Box 659 Evansville, IN 47704-0659
800-727-1444 Fax: 812-424-2096

ACCOUNTING

EFT ELECTION – HRI DENTAL & VISION INITIATED

PART 1: Transaction Type

Effective Date: _____

- ☐ New Set Up
- ☐ Change Current Election
- ☐ Cancel EFT (complete Part 2 and 4)

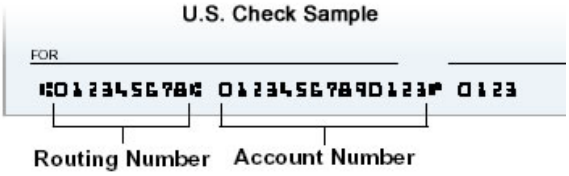
PART 2: Customer/Vendor Identification

1. Customer/Vendor Name			2. Customer/Vendor Number (if known)
3. Primary Contact Email Address			4. TIN Number
5. Address			6. Business Phone
7. City	8. State	9. Zip	10. Fax Number

PART 3: Financial Institution

11. Financial Institution Name	12. City	13. State	14. Zip Code
15. Routing Number **(9 digits)**	16. Bank Account Number	17. Type of Account ☐ Checking ☐ Savings	

Following is an illustration to help you determine the routing transit number and account number from the bottom of a check. This is for illustration only. Contact your bank if you are unable to determine these numbers. You must enter all 9 digits for the routing number. Account number digits will vary.



PART 4: Authorization for Setup, Changes or Cancellation

I hereby request and authorize HRI Dental & Vision's financial institution (bank) to deposit/withdraw transactions from the above account electronically. If an error is made, I authorize HRI Dental & Vision to reverse or correct the transaction electronically. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or my deposits/withdrawals may be erroneously transferred electronically. This authorization will remain in effect until written notice to terminate is given. The undersigned must allow 2 weeks for initiating or terminating Electronic Funds Transfer (EFT) and is responsible for notification to financial institution if required due to account restrictions.

18. Authorized Signature	19. Printed Name	20. Date

PART 5: Form Instructions

1. Fill in all fields (1-20) legibly and completely – KEEP A COPY FOR YOUR RECORDS
2. Send the form by mail or fax to:

   Address
   HRI Dental & Vision
   ATTN.: ACCOUNTING
   P.O. Box 659
   Evansville, IN 47704-0659

   Fax
   812-401-4558

   Or upload to insuringsmiles.com. For questions, contact Member Services at 800-727-1444.
3. Once the setup has been activated, your transactions, reporting, and correspondence will be transmitted electronically permanently, unless written notification is received requesting otherwise.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• 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), and 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.

Caution: If you don't 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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN*. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.