

Burns & Wilcox Smart Choice Agency Appointment Process 2021

Please submit your completed Burns & Wilcox Producer Agreement, Appointment Profile, and W9 and all supporting documents to: DBrown@SmartChoiceAgents.com

Required Supporting Documents:

1. Agency Appointment Profile
2. Signed Producer Agreement
3. Signed W-9
4. Copy of Producer P&C Licenses for you and all producers for all States business is conducted
5. Copy of a current E&O Declaration Page or Certificate, including any named insured endorsement

Contact Daniel Brown (804) 896-3959 or dbrown@smartchoiceagents.com with any questions.

Burns & Wilcox Company Information 2021

Burns & Wilcox is one of the largest Express Market partners we have at Smart Choice, with nearly 20 million in premium. They have an extensive network of Commercial and Personal Lines companies--Standard and E&S.

Appointments for Agencies with Extensive Brokerage Experience Agencies with extensive commercial experience and over \$100,000 in E&S DWP may be appointed with a local Burns & Wilcox office.

Appointments for Agencies with Limited Brokerage Experience Agencies with less commercial experience and less than \$100,000 in E&S may apply for the Client Services appointment. *This service provides more support to help the agent write business.*

Twenty-five percent (25%) of what Burns and Wilcox produces as a company is **Personal Lines**. They are one of the largest writers with Scottsdale & Lexington, and provide access to High Net Worth companies... Chubb, AIG & Nationwide PC. There is a personal lines practice leader within their home office, that directs overall strategy.

Burns & Wilcox Local Office Contact:

Deborah A. Coleman

Underwriting Director Personal Insurance

BURNS & WILCOX

4 North Park Drive, Suite 404 | Hunt Valley, MD 21030

T: 410.891.4185 | V: 7.55.2202

DAColeman@Burns-Wilcox.Com | www.burnsandwilcox.com



An H.W. Kaufman Group company.

Agency Appointment Profile

Thank you for your interest in doing business with Burns & Wilcox. Burns & Wilcox is dedicated to providing retail agency partners with excellent service and integrity.

To apply for approval to partner with Burns & Wilcox please complete and return the following required documents:

1. Agency Appointment Profile
2. Signed Producer Agreement
3. Signed W-9
4. Copy of P&C and Surplus Lines (where applicable) Licenses for all states you conduct business in
5. Copy of a current E&O Declaration Page or Certificate, including any named insured endorsement

Please return all required documents to your local contact at Burns & Wilcox.

Agency Name (Tax Filing Name for 1099): _____

DBA: _____

FEIN #: _____

Agency Principal Name: _____

Agency Principal Email Address: _____

Agency Physical Address:

Street City State Zip

Agency Mailing Address: _____ check here if same as above

Street City State Zip

Phone Number: _____

Agency Website Address: _____

Does your agency belong to any affiliate, parent company, membership, association, partnership, etc.?

If yes, please select one from the following list: _____

Other: _____

Premium Volume (approximate for current year): _____

E&S Premium Volume: _____

Breakdown of E&S Volume:

_____ % Commercial Lines _____ % Transportation

_____ % Personal Lines _____ % Professional

Which wholesale brokers and/or MGA 's does your agency work with?

Name _____ Annual Premium Volume _____

Why or what products? _____

Name _____ Annual Premium Volume _____

Why or what products? _____

Have you or any partner of your firm:

Had an agency contract terminated for fraud? Yes

No

Had a department of insurance suspend, revoke, or refuse to issue or renew a

license? Yes

No

If yes, please provide state(s) and outcome(s).

Filed bankruptcy? Yes

No

Our goal in doing business with a client is to establish a long term, profitable relationship. To accomplish this, each Burns & Wilcox branch requires a meaningful premium commitment that will help us to sustain a mutually beneficial relationship.

What premium volume are you willing to commit to Burns & Wilcox over the next 12 months?

How did you hear about Burns & Wilcox?

Would you be interested in a monthly electronic statement? Yes

No

If yes, please provide an accounting contact:

Accounting Contact Name: _____ Phone Number: _____

Accounting Contact Email Address: _____

Thank you for your interest in partnering with Burns & Wilcox. Please ensure that all required documents are complete and sent to your local contact at Burns & Wilcox. Upon receipt of documentation, management will review your request and contact you directly. For a list of all Burns & Wilcox office locations, please visit www.burnsandwilcox.com/office-listing/



PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is made and entered into as of this ____ day of _____, 20____ ("Effective Date") by and between Burns & Wilcox, Ltd. ("B&W") and its direct and indirect subsidiaries owned from time to time and engaged in the insurance brokerage business, and _____ ("Producer").

WHEREAS, B&W represent insurance companies and other similar entities ("Insurers") in the placement and writing of insurance and reinsurance generally; and

WHEREAS, Producer requires the services of B&W to place insurance for its clients commonly referred to as insureds; and

WHEREAS, B&W and Producer desire to enter into an Agreement, which includes a commission arrangement, and independent control by Producer of the insurance business placed through B&W and an understanding of the rights and obligations of each;

NOW, THEREFORE, in consideration of these mutual agreements, the sufficiency of which is acknowledged, it is agreed as follows:

SECTION 1. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between B&W and Producer and supersedes and replaces any previous agreements between the parties. This Agreement may not be changed or modified unless in writing, signed by the parties.

SECTION 2. PRODUCER'S STATUS AND DUTIES

a. It is understood that Producer is an independent contractor and not an agent of B&W. Producer has no authority to bind B&W or any insurance company or underwriter represented by B&W.

b. Producer shall control all expirations and renewals of insurance subject to this Agreement; provided, however, in the event that Producer fails to account for or to make payment of all amounts due to B&W or an Insurer, such expirations and renewals, including any future commissions relating thereof, shall become the property of B&W. Producer shall remain liable for all remaining amounts owed plus any expenses, costs and fees incurred in disposing of such expirations and renewals.

c. Producer agrees to keep complete records and accounts of all transactions and will allow B&W to inspect and audit all such records and accounts upon request.

d. Producer acknowledges its duty to fully inform all clients of the terms, conditions, exclusions and limitations of any insurance placed through B&W. Producer further acknowledges its responsibility to request proper coverages for its clients, review all quotes, policies and binders for accuracy and keep Producer's clients fully informed.

e. Producer must comply with all state-specific diligent effort requirements and agrees to provide B&W with evidence demonstrating that Producer adequately attempted to place coverage with admitted insurers prior to submitting a surplus lines coverage request to B&W.

SECTION 3. PLACEMENT OF ORDERS; ELECTRONIC COMMUNICATIONS

Producer shall follow all applicable state statutes prior to placing any order for insurance or excess surplus lines insurance with B&W. Both parties agree that electronic communications, including without limitation, any applications,

authorizations, representations, submissions, quotes, binders, or policies transmitted via e-mail, internet, or any other digital or electronic means (collectively, "Electronic Communications"), are as valid and binding, with the same full legal force and effect, as any original manual or physical form of communication and may therefore be relied and acted upon in the normal course of business. Producer agrees that the completion and submission of any Electronic Communications by Producer constitutes a valid application and submission to B&W, with the same legal force and effect as completing and submitted a hard copy application. Receipt of cash with or without application for a policy will not constitute automatic binding coverage for said policy.

Where B&W is responsible for filing surplus lines taxes, all required forms, documents and paperwork must be provided by Producer to B&W in a timely manner to allow for the prompt filing of the surplus lines taxes. B&W shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any applications of insurance for risks submitted by Producer and shall incur no liability for failure to place any such risk. Producer understands that B&W assumes no responsibility toward any policy with regard to the adequacy, amount or form of coverage and agrees to indemnify and hold B&W harmless from any claim asserted against B&W in following the instructions of the Producer. B&W is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. B&W shall have no liability for non-payment of claims due to the insolvency of an Insurer, or otherwise, under contracts of insurance placed by B&W.

SECTION 4. LICENSING AND COMPLIANCE

Producer warrants that it is properly licensed to sell and/or solicit insurance in its state of domicile, and all other states in which Producer transacts insurance. Producer will maintain such license(s) in good standing for the duration of this Agreement and will furnish proof of such proper licensing upon request by B&W. Producer will promptly notify B&W of any suspension, revocation, or other disciplinary action taken, or any other impairment, of or with respect to such license(s).

Producer warrants that it is compliant, and will continue to comply, with all laws and regulations regarding placement of insurance with admitted and/or non-admitted insurance companies, including, but not limited to, applicable laws, rules and regulations applicable to insurance professionals' compensation disclosure requirements and data security and privacy.

SECTION 5. PREMIUM PAYMENT

Producer guarantees full payment due to B&W of all premiums, including but not limited to, deposit, minimum earned, extension, and adjustable premiums, such as those determined under audits or retrospective penalties, fees, plus applicable state and local taxes, less applicable commission, on every insurance contract bound, written, or placed for Producer. ***Producer shall be liable to B&W for the payment of all premiums, fees, and taxes whether or not Producer is able to collect such monies.*** The net balance will be due and payable as indicated on B&W invoices. If Producer does not pay B&W within the time specified, B&W is authorized to cancel any certificates or policies for which B&W has not been paid, and Producer agrees to pay the earned premium on such canceled documents.

SECTION 6. CANCELLATION; UNEARNED COMMISSIONS AND FINANCED PREMIUMS

There shall be no flat cancellation of any insurance coverage bound and/or written at the request of Producer under any circumstances, except as prescribed by state law. All coverage effected by B&W at the request of Producer is submitted with the understanding that it is not subject to flat cancellation, and will be canceled in accordance with the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Producer on all premiums and additional premiums, the Producer agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

When B&W has received legal notice that premium has been financed, it will remit payment for any return premium actually received, plus any unearned commission, directly to the premium finance company. Producer agrees to indemnify and hold B&W harmless from any responsibility for payment made to a premium finance company and agrees that any such financing arrangements do not limit or reduce the Producer's responsibility for timely payment of premium. As permitted by law, policy provisions govern in the event a premium finance agreement is in conflict with this Section. Producer agrees that it will not offset any balances it owes to B&W due to any payments made to a premium finance company.

SECTION 7. ACCOUNTING

Producer will pay in accordance with terms indicated by B&W invoices provided to Producer. The payment must be made in accordance to the payment instructions on your invoice or statement in time to be recorded by our accounting department no later than the date indicated on each invoice. When a discrepancy exists in accounting between Producer and B&W, it shall be Producer's responsibility to notify B&W, in writing, within ten (10) days from receipt of invoice, or within fifteen (15) days from the month end of policy(ies) effective date, whichever shall occur earlier, of amounts in variance with B&W's records. If no written notice is received by B&W within this period of time, B&W's accounts will stand as correct and agreed to by Producer. The omission of any item(s) from any invoice shall not: (1) affect the Producer's responsibility to account for and pay all amounts due; (2) prejudice the rights of B&W to collect all amounts due from Producer; or (3) extend the time within which Producer must make payment. Producer's obligation to make payment to B&W is not contingent upon the issuance of a policy.

SECTION 8. CLAIMS AND REPORTS OF LOSSES

Producer agrees to report, immediately upon receipt, any claim, loss or possible claim or loss it has knowledge of, in writing, to B&W, and to immediately report, in writing, any fact, occurrence, or incident that may result in a loss or claim, under any policy of insurance placed through B&W. Producer does not have authority to adjust, handle, investigate or provide coverage opinions regarding any claim, loss or occurrence.

SECTION 9. ADVERTISING

Producer may not, without the prior, express, written consent of B&W, issue, print or circulate any letter, pamphlet, advertisement, publication or statement, oral or written, referring in any way to B&W or representing any relationship of any kind between Producer, B&W or any market represented by B&W. Producer specifically agrees to indemnify B&W for any loss, legal fees, or other expense it may sustain from any unauthorized advertisement, publication or statement by Producer.

SECTION 10. INDEMNITY AND HOLD HARMLESS; CONSEQUENTIAL DAMAGES WAIVER

B&W shall indemnify and hold the Producer harmless from and against any and all claims, suits, actions, judgements, losses or expenses (including but not limited to reasonable attorney's fees and expenses) that the Producer may incur or become obligated to pay as a result of any act, omission or gross negligence of B&W in its processing or handling of insurance business placed by the Producer through B&W under this Agreement, except to the extent that the Producer has caused, contributed to or such claims, suits, actions, judgements, loss or expenses.

Producer shall defend, indemnify and hold B&W harmless from and against any and all claims, suits, actions, judgements, losses or expenses (including but not limited to reasonable attorney's fees and expenses) that B&W may incur or become obligated to pay as a result of any act, error, omission, negligence or breach of this Agreement by Producer.

Each party shall promptly provide written notice to each other party of any claimed obligation of the other party arising under this indemnification provision, but in no event may such notice be provided by the party seeking indemnification after thirty (30) days after receipt of notice of the possible claim, suit, action, judgment, loss or expense giving rise to the obligation to indemnify.

B&W SHALL NOT BE LIABLE TO PRODUCER FOR LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

SECTION 11: ERRORS AND OMISSIONS INSURANCE

Producer has and agrees to maintain, throughout the duration of this Agreement, errors and omissions coverage for itself and its agents, solicitors, servants and employees in an amount not less than \$1,000,000 per claim. A copy of the policy or confirmation of coverage must be submitted annually to B&W or at any such times as B&W may reasonable request. Producer will provide B&W with prompt written notice of any change, cancellation or other termination of the policy.

SECTION 12. TERMINATION AND SURVIVAL; NOTICE

This Agreement may be terminated immediately at any time by either party giving written notice to the other party mailed to the last known address of the party. This Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew the Producer's license or certificate of authority, (2) automatically, on the effective date of the sale, transfer, or merger of Producer's business with the provision B&W may, upon review, appoint the successor as a Producer, (3) immediately, upon either party giving written notice to the other of termination because of fraud, insolvency, failure to pay balances, or willful or gross misconduct; or (4) immediately in the event Producer fails to maintain or provide proof of coverage as set forth in Section 11, Errors and Omissions Insurance, or fails to comply with Section 4, Licensing and Compliance.

Termination of this agreement will not affect the provisions of sections 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15 with regard to any policy of insurance placed through B&W during the term of this agreement or any prior or subsequent agreement between the parties.

After termination of this Agreement, Producer shall complete the collection and accounting to B&W for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter with respect to outstanding policies, including but not limited to, return premium and return commissions.

Any notice or other communication required or permitted pursuant to this Agreement shall be in writing and effective immediately if delivered by hand, five (5) business days after mailing by registered or certified mail or one (1) day after mailing by a nationally recognized overnight delivery service:

If to B&W: Burns & Wilcox, Ltd.
30833 Northwestern Highway
Farmington Hills, MI 48334
Attention: Chief Compliance Officer

If to Producer, at the address provided at the end of this Agreement.

SECTION 13. GOVERNING LAW AND VENUE

This Agreement shall be subject to and governed by the laws of the State of Michigan without regard to any choice or conflict of law provision or rule. Venue for any suit or action arising in whole or in part under this Agreement shall be proper only in Oakland County, Michigan (if in state court) or the United States District Court for the Eastern District of Michigan, Southern Division (if in federal court). Each party to this Agreement expressly waives any defense of lack of personal jurisdiction in such court, and each party to this Agreement acknowledges, understands and agrees that such courts are the most convenient forums in which to bring a claim or other action arising in whole or in part under this Agreement.

SECTION 14. CONFIDENTIALITY

Each party acknowledges that due to the nature of their business each has had access to certain confidential information which each is required to protect, maintain and secure statutory, legal and regulatory requirements collectively referred to as "Privacy Laws". Therefore the parties agree and acknowledge that they have no legal right to access, receive, accept, transmit, store or otherwise impact confidential information which has come into their possession except as may be permitted under said Privacy Laws and except where necessary to provide services within the scope of this agreement. Accordingly, the parties agree not to permit or provide access to said confidential information by agents, employees, affiliates, representatives and subcontractors not engaged in the placing of insurance under this agreement. The confidential information agreed to be protected herein shall not include information (i) required to be disclosed by law; (ii) generally available to the public other than as a result of a breach of a non-disclosure obligation; or (iii) available to and obtained on a non-confidential basis from a source other than either party to disagreement. Notwithstanding anything to the contrary, B&W may provide information concerning Producer, Producer's insureds and those insureds' policies to B&W's affiliated entities for marketing purposes. Absent Producer's prior, written permission, such marketing will involve only services and products ancillary to the policies placed by Producer through B&W, including, but not limited to, premium financing and auditing and inspection services.

SECTION 15. SEVERABILITY; WAIVER OR DEFAULT

The invalidity or unenforceability of any provision of Agreement shall not affect the other provisions hereof, and Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each of the provisions of this Agreement shall be enforceable independently of any other provision unless otherwise expressed herein.

Failure of B&W to enforce any provision of this Agreement or to terminate shall not be deemed to be a waiver of such provisions or any breach by the Producer.

SECTION 16. PRIVACY POLICY

Except as otherwise set forth in this Agreement, neither Producer nor B&W shall disclose or use Nonpublic Personal Information (as that term and similar terms are defined in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et. seq. and the applicable state insurance laws and regulations enacted or adopted pursuant to the Gramm-Leach-Bliley Act or personally identifiable information (as that term is used and understood in data security and privacy act laws and regulations) (individually and collectively, the "Act")) that is received from or collected on behalf of either party except as necessary to permit the parties to perform their duties under this Agreement, or as otherwise permitted or authorized by the Act. Both Parties shall implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of such Nonpublic Personal Information, and each Party shall comply with all applicable state or federal data security, privacy and confidentiality laws.

SECTION 17. ATTORNEY'S FEES AND COSTS

Producer agrees to pay all costs and expenses incurred by B&W in any action or proceeding brought by B&W to recover sums due from Producer, or otherwise enforce its rights, under the terms of this Agreement, including but not limited, reasonable attorney's fees.

ACCEPTED AND AGREED:

Burns & Wilcox, Ltd.

BY: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Producer

BY: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Address: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	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. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ 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. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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. 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 ►

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-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-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 24% 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.