



WILLIS PROGRAMS BROKERAGE AGREEMENT

This Brokerage Agreement (the “Agreement”) is made and entered into by and between Broker Name & Address:

(the “Broker”), and Willis of New Hampshire, Inc., Willis Programs of Connecticut, Inc., Smith, Bell and Thompson, Inc., and Willis of Michigan, Inc. (collectively, “Willis”), with respect to certain programs offered by Willis, including, but not limited to, those programs shown as **Exhibit 1**, together with any future programs, whether or not under a service mark (the “Programs”), effective as of this day of , 20 .

WHEREAS, Willis is a licensed broker and excess surplus lines Broker and is in the business of placing contracts of insurance with various insurers who may or may not be admitted to do business in the state of the residence of the Broker’s customers; and

WHEREAS, Broker is a licensed property/casualty agent/broker in good standing in each state in which it conducts business, and may from time to time request Willis to obtain property and casualty coverage for the Broker’s customers or the customers of other third party Brokers, sub-Brokers or sub-producers who are seeking to obtain property and casualty coverage under one or more of the Programs indirectly through Broker (each an “Insured” and together, the “Insureds”). Broker shall comply with the laws of the governmental jurisdiction(s) within which it operates pursuant to this Agreement and with the rules and regulations of the insurance regulatory authorities thereof.

NOW THEREFORE, in consideration of the promises, mutual covenants, and other good and valuable consideration recited herein, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section I - Scope of Agreement

This Agreement shall govern the relationship between Willis and the Broker with respect to all policies of insurance insuring the Insureds heretofore or hereafter obtained by Willis at the request of the Broker. Nothing herein contained shall be construed to require Broker to obtain insurance through Willis nor to require Willis to accept orders for insurance from Broker.

Section II - Duration and Termination; Duties Upon Termination

This Agreement shall continue in effect until terminated pursuant to the terms of this Section II. Either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days prior written notice with termination to be effective upon the date stated in such written notice. Willis may also terminate this Agreement immediately upon written notice to Broker if Broker shall have violated any provision of this Agreement, including, without limitation, Broker’s obligation to provide Willis with a copy of any new and/or replacement licenses or insurance policies within the time periods set forth in Section V hereof, or in the event of nonpayment of any undisputed amounts owed by Broker, or any dishonest or fraudulent conduct by Broker (or its principals). Such termination shall be effective upon delivery of the termination notice. This Agreement will also automatically terminate pursuant to the terms of Section VI(A)(6). Notwithstanding any such termination, this Agreement shall continue to apply to all policies ordered by Broker through Willis prior to the effective date of termination.



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Within thirty (30) days of effective date of termination, unless otherwise stipulated at the option of Willis, Broker shall complete the collection and account to Willis for all premiums, contributions, commissions, and other transactions unaccounted for on the date of termination or arising thereafter with respect to outstanding insurances for the Insureds. In the event Willis finds it necessary to perform any duty otherwise required of Broker under this Agreement, Broker shall be liable to Willis for all costs incident thereto.

Section III - Broker's Authority

Nothing contained in this Agreement shall be construed to appoint Broker as Broker for Willis in any respect, and Broker shall have no authority to, and agrees that it will not, make representations on behalf of Willis or obligate Willis to any Insured, to insurers represented by Willis or to any other third parties. It is agreed that Broker is an independent contractor for all purposes and at all times, and shall be wholly responsible for payment of all expenses incurred in discharging its duties pursuant to this Agreement, and for withholding payment of all Federal, state and local income and other payroll taxes. Broker shall not waive, alter, modify or change any of the terms, rates or conditions of any policy of insurance issued by or on behalf of Willis. Broker has no authority to accept or bind risks on behalf of Willis or any insurer represented by Willis. Broker shall not place any advertisement respecting Willis or any of its Programs in any publication, on any web page, nor issue or distribute any circular, paper or letter referring to Willis or any of its Programs without the prior written consent of Willis. Willis assumes no responsibility to Broker, any Insured, or any other party with regard to the adequacy, amount or form of coverage obtained through any insurance carrier pursuant to this Agreement.

(i) Retail Submissions

For business placed by Broker with Willis directly on behalf of any Insured, the Broker shall have no authority to (i) submit applications for coverage from any third party Brokers, Sub-Brokers or Sub-producers for coverage under the Programs without the prior written consent of Willis or (ii) provide access to coverage under the Programs to any third-party Broker, Sub-Broker or Sub-producer.

(ii) Wholesale Submissions

For business placed by Broker with Willis which originates with a third party Broker, sub-Broker or sub-producer (collectively, the "Sub-Brokers"), Broker shall be solely responsible for overseeing the placement of the Insured's business through such Sub-Brokers. As such, the Broker agrees to indemnify and hold Willis harmless from all claims, actions, liabilities, suits and expenses, including reasonable attorney's fees and costs, in any manner arising or resulting from any error or omission whether known or unknown, committed by any Sub-Broker in connection with business placed with Willis hereunder. Broker further agrees that it has received reasonable assurance that the Sub-Broker is a licensed property/casualty agent/broker in good standing in each state in which it conducts business.



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Section IV - Ownership of Business and Expirations

Broker shall own all insurance business of the Insureds subject to this Agreement and the use and control of all expirations with respect to insurance obtained through Willis, except that if Broker shall at any time default in any of its obligations hereunder, Willis shall have the right, so long as such default shall continue, to the exclusive use and control of any such expirations and to apply any proceeds thereof to the fulfillment of such obligations of Broker. Minor accounting discrepancies shall not be deemed to constitute a default for purposes of this Section IV.

Section V – License of Broker/Errors and Omissions

Broker warrants to Willis that Broker is licensed as a property and casualty insurance agent/broker in each state in which the Broker transacts or intends to transact business and that Broker shall continue to be so licensed during the duration of this Agreement and for a period corresponding to any applicable statute of limitations after termination of this Agreement with respect to all insurance business that Broker shall submit to Willis. **A copy of said license(s) must be attached to this Agreement and Broker hereby agrees to provide Willis with a copy of any new and/or replacement licenses within five (5) business days of their issuance.** Broker further warrants to Willis that Broker maintains and shall continue to maintain in force during the term of this Agreement, and for a period corresponding to any applicable statute of limitations after the termination of this Agreement, Insurance Brokers/Brokers Errors and Omission Insurance at limits of no less than \$1,000,000 each occurrence/\$1,000,000 annual aggregate. **A copy of said policy or certificate of insurance shall be provided by Broker to Willis prior to or simultaneous with the signing of this Agreement and Broker hereby agrees to provide Willis with a copy of any new and/or replacement policies or certificate of insurance within five (5) business days of their issuance.** Such policy shall be subject to Willis' approval, but any insurer rated "A" by A. M. Best shall in all events be deemed to be acceptable. Upon Willis' request, from time to time during the term of this Agreement, Broker shall provide to Willis evidence that such licenses remain in effect or such insurance coverage remains in place. **Broker's failure to (i) provide Willis with evidence that such licenses remain in effect and/or such insurance coverage remains in place or (ii) provide Willis with a copy of any new and/or replacement licenses, or insurance policies or certificate of insurance within five (5) business days of their issuance shall give Willis the right to terminate this Agreement pursuant to the terms of Section II hereof.**

Section VI –Payment Responsibilities:

A. General Principles

1. Broker shall be obligated to pay on a timely basis to Willis all premiums and taxes (if any) due with respect to policies of insurance offered to the Insureds through Willis, unless Broker provides Willis with written evidence reasonably acceptable to Willis that the premium finance company for the Insured has agreed to pay all premium payments directly to Willis. Broker shall be obligated to make the payments set forth in the preceding sentence whether or not Broker shall have collected such premiums and taxes from the Insureds. In such instances, Broker agrees to pay such premiums and taxes unconditionally as an original undertaking on its own part and not as guarantor or surety of the obligation of the Insureds.



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2. If Broker receives premium and tax payment directly from the Insured or a premium finance company for the Insured, Broker may withhold from any agency billed premiums and taxes due Willis the Commission if and only if the Broker is not then in default in any of Broker's obligations under this Agreement.
3. If any Insured shall default in the payment of any premium and/or tax as and when due, Willis shall have the right (but not the obligation), and is hereby authorized by the Broker, to take all necessary action, including legal action, to collect the premium and tax directly from the Insured. The taking of such action by Willis, however, shall not relieve Broker of its obligation to pay such premium and tax to Willis to the extent that obligation lies with Broker pursuant to Section VI(A)(1) above. Broker will not receive Commissions on any uncollected premium. Furthermore, Broker will not receive Commissions on any premiums ultimately collected by Willis or the insurer where Willis or the insurer took over collection responsibility from the Broker.
4. Willis shall have the right to offset any premiums or other payments due from Broker against any amounts owed by Willis to Broker.
5. Willis shall be entitled to reimbursement from the Broker of all costs, including but not limited to reasonable attorneys' fees and costs, incurred by Willis in its efforts to collect unpaid premiums, to the extent that obligation lies with Broker pursuant to Section VI(A)(1) above. Willis shall also be entitled to reimbursement for any penalties levied by a governmental agency or surplus lines association against Willis as a result of Broker's failure to remit in full and on a timely basis to Willis proper taxes and/or fees.
6. If the Broker's business is sold to, transferred to, assigned to, experiences a change of control involving, or merged into, in whole or in significant part, a third party, this Agreement will automatically terminate unless Willis gives its prior written consent to the sale, transfer, assignment or change of control.
7. The extension of credit to any Insured shall be at the sole risk of the Broker, and shall not delay any premiums due under coverages bound and written hereunder.
8. Broker acknowledges that it has a fiduciary responsibility to its Insured and will handle all Insured funds it receives in accordance with applicable regulatory requirements.

B. Direct Billed Policies

For business placed by Broker with Willis that is designated by Willis as direct billed, Broker and Willis agree to the following:

1. The carrier will directly bill the Insured for any and all premiums due from the Insured on such policies.
2. The Insured remits payment directly to carrier.



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3. Willis will mail Broker all insurance contracts, endorsements, and copies of cancellation and non-renewal notices. Invoices will be sent by carrier directly to the Insured.
4. Willis will pay Broker a commission, at a rate determined by Willis but disclosed to Broker in advance of binding, equal to a percentage of the premium on each policy written for the Insureds (the "Commission"), within 45 days of receipt of payment by Willis.
5. Broker will be obligated to pay return commission to Willis, at the same rate as the Commission paid to Broker for the Insured(s) in question, on any return premiums or adjustments, including, but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms, within 45 days of receipt of notice of return premium.

C. Agency Billed Policies

For business placed by the Broker with Willis that is designated by Willis as agency bill, Broker will be liable for all sums due and payable to Willis by Broker or on behalf of the Insureds. Broker shall pay to Willis the balances due on all certificates, policies, retrospective adjustments and other sums owed relating to insurance arranged by Willis for the Insureds as follows:

1. The Broker will pay Willis, regardless of the collectability or collection status of any Insured's account, the total Net Premiums (defined below) due (including applicable taxes), as reflected in Willis' invoice(s), no later than **fifteen (15)** days after the effective date of coverage, or on endorsements no later than **fifteen (15)** days after receipt of Willis' invoice(s). For purposes of this Agreement, "Net Premiums" are defined as the policy premium and applicable taxes, less the Commission (but only if Broker is not then in default in any of its obligations under this Agreement).
2. The Broker may be relieved of responsibility to pay additional premiums resulting from a retrospective premium adjustment or audit if and only if, after Documented Effort (defined below) on the part of the Broker to collect such additional premium, the Broker notifies Willis, in writing, within **fifteen (15)** days of receipt by Broker of the invoice or request for such additional premiums, that Broker cannot collect such premium. For purposes of this Agreement, "Documented Effort" is defined as two (2) written attempts and one (1) documented telephonic attempt by the Broker to collect such additional premiums from the Insured.
3. The Broker will be obligated to pay return commission to Willis, at the same rate as the Commission paid to Broker for the Insured(s) in question, on any return premiums or adjustments involving the Insureds, including, but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms, within 45 days of receipt of notice of return premium. If Broker fails to pay in full and on time any such return commission or adjustment, upon notice from Willis, in addition to any other rights Willis has under this Agreement, in law and in equity, Willis shall have the right to offset the amount of any such return commission or adjustment owing from Broker against any future payments due from Willis to Broker.
4. Broker must notify Willis immediately if a policy or binder is to be canceled. No policy or



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binder will be canceled flat. No cancellation on a binder or policy will be back-dated. Broker is responsible for any earned premium on a binder or policy even if the premium has not been collected from the Insured.

D. Financed Policies

1. Financed through Willis

Willis is not obligated to obtain financing for any Insured. If Willis obtains financing from a finance company for an Insured, the Broker shall be responsible for obtaining an original, signed finance agreement (in the form provided by the finance company), any other documents the finance company may require, and the down payment premium (paid by Broker check) within ten (10) days of the effective date of the policy. Such finance agreement and down payment premium shall be sent directly to Willis at its address provided at the end of this Agreement.

The Commission related to those policies financed through Willis will be payable within forty-five (45) days after receipt of the signed finance agreement and down payment premium.

All future payments under the finance agreement will be paid directly to the finance company at the address indicated in the finance agreement.

All return premiums and adjustments will be sent directly to the finance company. The commission on return premiums and adjustments shall be returned to Willis by Broker within forty-five (45) days following the processing of such return premiums or adjustments.

All additional premiums generated by endorsements or audits will be agency billed, and the Broker shall pay Willis according to the terms under Section VI(C).

2. Financed by Broker

(a) Broker will be responsible for notifying Willis of any Insured's policy financed by or through Broker and;

(b) If a finance premium is canceled and the premium has been refunded to the premium finance company, Broker must immediately refund any unearned commissions due to Willis, if applicable. Willis reserves the right to refund premiums directly to a premium finance company upon cancellation of a policy. Nothing in this Agreement shall limit or restrict Willis's right to reject, cancel or non-renew any binder, policy or other contract of insurance issued pursuant to this Agreement.

Section VII - Cancellations of Insurance

Nothing contained herein shall be construed to limit or restrict any rights of cancellation of Willis or any insurer contained in any binder, cover note, policy or contract of insurance or by law, including the right of the insurer, within its discretion, to cancel or rescind the policy for



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underwriting or other reasons permitted by law. Cancellation or rescission of a policy by the insurer terminates the Broker's right to any future Commissions. Broker shall not be entitled to any flat cancellation, unless authorized or agreed to in advance in writing by Willis. In the event of cancellation, Broker shall be liable to Willis for any earned premium and taxes (if any) thereon, whether or not Broker has collected such premium and taxes (if any) from the Insured and for any unearned commission, at the same rate as the Commission.

Section VIII - Claims

Broker agrees to do everything reasonably possible to safeguard the interest of Willis and the insurer and shall promptly report with full details to Willis and the insurer any fact, occurrence or incident that may result in a claim or loss or increased risk of loss to Willis and the insurer. Broker agrees to report any subsequent information regarding such claim or loss to Willis and the insurer. Broker has no authority to handle claims other than to notify Willis and the insurer of the occurrence of a claim, which Broker undertakes to do immediately upon knowledge or notification of same.

Section IX - Confidentiality and Non-Piracy. Willis and Broker each agree that the information obtained from Broker is confidential information and will be held and treated by Willis and their employees in confidence and will not, except as hereinafter provided, without the prior written consent of Broker, be disclosed by Willis, and/or their employees, in any manner whatsoever, in whole or in part to any person, and will not be used by Willis or their employees other than in connection with the activities conducted pursuant to this Agreement. Notwithstanding the foregoing, Willis may disclose such confidential information to insurance carriers and other third party intermediaries without the prior consent of Broker in connection with the performance of their respective obligations hereunder. Moreover, Willis further agrees (i) to disclose confidential information of Broker only to their respective employees who need to know the confidential information to further the objectives of this Agreement; (ii) that Willis shall be satisfied that such employees will act in accordance herewith; and (iii) that, in any event, Willis shall be responsible for any breach of this Agreement by their respective employees.

Broker agrees that the information obtained from Willis pursuant to this Agreement, and in particular information regarding insurance programs and markets, is confidential information of Willis and will be held and treated by Broker and its employees in confidence and will not, except as hereinafter provided, without the prior written consent of Willis, as applicable, be disclosed by Broker or its employees, in any manner whatsoever, in whole or in part to any person, and will not be used by Broker or its employees other than in connection with the activities conducted pursuant to this Agreement. Moreover, Broker further agrees (i) to disclose confidential information of Willis only to its employees who need to know the confidential information to further the objectives of this Agreement; (ii) that Broker shall be satisfied that such employees will act in accordance herewith; and (iii) that, in any event, Broker shall be responsible for any breach of this Agreement by its employees.

Notwithstanding the foregoing, confidential information shall not include information which (i) is or becomes generally available to the public other than as a result of the disclosure by a party hereto in violation hereof; (ii) was in the possession of a party prior to its disclosure to such party by



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another party pursuant to this Agreement; or (iii) which is available to a party on a non-confidential basis from a source other than a party to this Agreement. It shall not be a breach of this Agreement for a party to produce confidential information where its disclosure is required by law or legal process, provided the party who is so required to produce confidential information gives prompt written advanced notice to the other parties of the required production.

Section X - Indemnification

In addition to the indemnity obligations set forth in (ii) of Section III, if applicable, each party hereto (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other party hereto, its corporate parent, subsidiaries and affiliates, and each of their respective officers, directors, Brokers and employees (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against all liability, damages or costs, including reasonable attorneys' fees and court costs (collectively, "Losses"), incurred as a result of (i) any claimed error, omission or wrongful act of the Indemnifying Party(ies), (ii) the breach of any term or condition of this Agreement by the Indemnifying Party(ies) or (iii) the breach of any contractual obligations the Indemnifying Party(ies) has to third parties including, but not limited to, restrictive covenants to which such Indemnifying Party(ies) might be subject, except to the extent that such Losses result from the actions of the Indemnified Party(ies). Notwithstanding the foregoing, in no event shall Willis be liable to or indemnify Broker for any liability, damages or costs arising directly or indirectly from Willis' or Broker's use of or reliance on third party replacement value surveys utilized by Willis for purposes of confirming the value of buildings insured by Broker's clients.

Section XI - Inspections and Adjustments

Willis or its duly authorized representatives shall have the right at any time or times, during normal business hours, to audit any insurance policy placed under this Agreement and to inspect Broker's books and records in connection therewith, to the extent such audit or inspection is deemed necessary by Willis to verify Broker's compliance with its obligations under this Agreement.

Broker shall promptly report and pay to Willis any additional or return premiums which may become due as a result of any adjustments.

Section XII - Additional Provisions

Broker shall not assign or transfer any of its rights, whether by agreement, merger, or otherwise, or delegate any of its obligations, under this Agreement without the prior written consent of Willis. Willis may assign its rights and obligations under this Agreement, in full or in part, to any of its sister, parent or affiliated corporations without the consent of the Broker. No failure by either party to require performance by the other party of any provisions hereof shall be a waiver of such provisions and no waiver or amendment of any provision hereof shall be effective unless in writing. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, whether written or oral. Subject to the prohibition against assignment or delegation by Broker, this

Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Nothing in this Agreement shall be construed to constitute the parties to the Agreement as Brokers, partners or joint venturers.



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Section XIII - Notice

Whenever notice is to be given pursuant to this Agreement, it shall be done by written notice, and personally delivered or sent to the party by certified mail, postage paid, to the address listed on the first page of this Agreement, and such notice shall be deemed to have been given on the date deposited in the mail.

Section XIV – Entire Agreement

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter, including, without limitation, any prior brokerage agreements that the Broker has signed with any of the Willis entities set forth in the introductory paragraph to this Agreement or with any other Willis entity with respect to the Programs.

Section XV - Execution

Execution of this Agreement constitutes full agreement and understanding between the parties with respect to each of the sections above. Proper execution requires that if the Broker is doing business as an individual, he must personally and in his or her individual capacity sign the Agreement in his own name and not in his name as a Broker. If the Broker is a partnership or co-partnership, this Agreement must be executed by the firm and by each member thereof personally and in his or her individual capacity. If the Broker is a corporation, this Agreement must be executed by a duly authorized corporate officer. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Facsimiles (including facsimiles of the signature pages of this Agreement) will have the same legal effect hereunder as originals.

[Signatures appear on following page]



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IN WITNESS WHEREOF, the parties have executed this Brokerage Agreement as of the date and year first above written.

WILLIS OF NEW HAMPSHIRE, INC.
In Calif. dba Willis of New Hampshire Insurance Services
One New Hampshire Ave, Suite 200
Portsmouth, NH 03801
License # 356735

SMITH, BELL & THOMPSON, INC.
In Calif. dba Smith Bell & Thompson Insurance Services
100 Bank Street, Suite 500
Burlington, VT 05401
License# 596594

WILLIS PROGRAMS OF CONNECTICUT, INC.
In Calif. dba Willis Programs of Connecticut Insurance Services
10 State House Square, 11th Floor
Hartford, CT 06103
License# 00101470

WILLIS OF MICHIGAN, INC. dba DEALERGUARD
In Calif. dba Willis Insurance Services of Michigan
26555 Evergreen Road, Suite 1600
Southfield, MI 48076
License# 0007371

WILLIS SIGNATURE

BROKER SIGNATURE (if partnership each member's signature is required)

By: _____
Robert L. King, Sr. VP, Willis of NH, Inc.

OR

By: _____
Joseph V. Cribari, AVP, SB&T, Inc.

Titles:
Authorized Representative,
Willis of New Hampshire, Inc.

Authorized Representative,
Willis Programs of Connecticut, Inc.

Authorized Representative,
Willis of Michigan, Inc.

Authorized Representative,
Smith, Bell & Thompson, Inc.

By: _____
Print Name:

By: _____
Print Name:

Title (if any):

License #:

Federal ID #:

Corporation(Incorporation State: _____)

Sole Proprietor, Partnership, LLP or LLC.

Please complete the attached W-9 form.

Mailing Address:

City, State, Zip:

Agency Contact#:

Agency Fax #:

Contact email:



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Please forward the executed agreement and the following:

- Copy of E&O policy or certificate.
- Agency resident license if you are located in: **AL, AK, AZ, AR, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IN, KS, KY, LA, MA, MD ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, SC, SD, TX, UT, VA, WA, WV, or WY.**
- Individual producer resident license if you are located in **WI.**
- If you are located in one of the following states please submit your resident agency license if you have one: **IA, RI, TN, or VT**, otherwise submit your resident individual producer license.
- Complete W-9 Form Edition Date March 2014 or Later**



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EXHIBIT 1 SCHEDULE OF PROGRAMS

CollectionGuardSM	PizzaGuard[®]
CommunityAssociationGuardSM	PlasticsGuard[®]
DairyProtector[®]	RecycleGuard[®]
DealerGuard[®]	Rent-ItGuard[®]
FeedLotGuard[®]	ResortGuard[®]
HealthServicesGuardTM	ShredderGuard[®]
HomeCareGuard[®]	ThePropertyInsuranceExchange[®]
LawyerGuard[®] &	UtilitySure[®]
Lawyers Professional	WellGuard[®]
MedEquipGuard[®]	WorkCompGuard[®]
MetalWorkingGuard[®]	WorkTruckGuard[®]

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.*

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?* on page 2 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

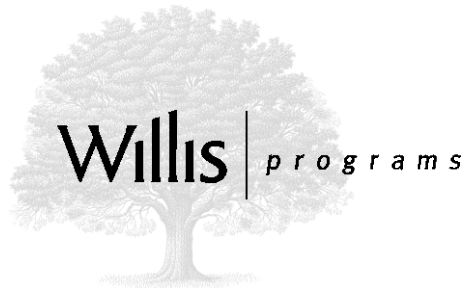
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.



BROKER PROFILE

I. General Information

Name of brokerage: _____

Physical address:

Street: _____

City: _____ State: _____ Zip: _____

PO Box: _____

Primary telephone #: _____ Fax #: _____

Web address: _____

General E-mail: _____

Is brokerage part of larger organization? Yes No

If yes, corporate name: _____

Is each office independently contracted with carriers? Yes No

E&S License: Yes No License #: _____

of employees: _____ # of producers: _____

How did you hear of Willis Programs? _____

II. Operations

Does your brokerage operate as a Wholesaler Retailer or Combination?

_____ % Retail _____ % Wholesale

Please describe:

Please describe the following: (If more space is needed please attach additional information)

Any specialty programs offered:

Any exclusive agency agreements:

Any MGA binding authority:

Principal/Officer Signature: _____ **Date:** _____

Name & Title: _____

Please note that Willis Programs does not share the information provided in this document

IV. Do you have a concentration of business in any of the following?

- | | |
|--|--|
| Analytical Testing Firms | Medical Facilities |
| Auto, Truck & RV Dealers – Franchised | Metal Working |
| Auto Dealers Open Lot | Oil & Gas Engineers, Laboratories,
Consultants and Contractors |
| Destination Resorts | Pizza Delivery Restaurants |
| Document Destruction | Plastics Manufacturers |
| Environmental Engineers, Consultants,
Contractors | Recyclers |
| Environmental Impairment Liability | Tool & Equipment Rental Businesses |
| Hazardous Materials Trucking | Trailer & Truck Aftermarket Equipment
(Installers/Distributors/Manufacturers) |
| Home Health Care | Utilities |
| Home Owners Associations | Well Drillers |
| Lawyer’s Professional Liability | Workers’ Compensation |
| Medical Equipment Providers | |