

UNITEDHEALTHCARE MEDICARE SOLUTIONS

PRODUCING AGENT CONTRACT

PAPER CONTRACT:

- APPOINTMENT APPLICATION Complete in full, date and sign
 E&O Sign E&O Attestations on bottom page 1 of 4: Errors and Omissions insurance is required for all producers. A policy minimum of \$1m specific and \$1m aggregate coverage is needed.
 BACKGROUND QUESTIONS Answer all guestions truthfully and provide details if necessary
- AGENT/AGENCY AGREEMENT Complete in full, date and sign
 INDIVIDUAL Agent being paid directly with Tax Form-1099 made out to agent's Social Security Number.
 CORPORATION Commission being paid to corporation with Tax Form-1099 made out to corporation's
 Tax-ID number.
- BACKGROUND CHECK AUTHORIZATION Date and sign
- CALIFORNIA BACKGROUND & CREDIT CHECK DISCLOSURE California agents only. The form with the 5th option selected from the list must be submitted with the Background Check Authorization page
- W-9 FORM Complete in full, date and sign
- LICENSING FEE(S) NO resident fees are required
 Non-resident fees will be deducted per state fee/per entity on your first commission statement.
 (Please refer to the non-resident fee chart.)
- AUTOMATIC DEPOSIT OF COMMISSIONS
 Can be established after writing ID is issued through your agent portal more information will be provided in Welcome email.

SEND COMPLETED PAPER CONTRACT TO:

KMI Contracting email: contracting@kminsuranceagency.com fax: (888)502-3635

CARRIER INFO SHEET

CONTRACTING AS A CORPORATION - Corporation must be licensed as an insurance agency with an active NPN to be eligible to contract and receive commission payments paid through Tax ID. Select Corporation from Appointment Type and Complete contracting packet with corporate info. Agent Agreement Page Select Corporation. Print name of corporation as it appears on Insurance License. Principal's signature is required on the Authorized Signature Line. Provide title of principal & mailing address. Provide NPN of corporation. Form-W9: Provide Corporation info and Employer Identification Number (Tax-ID).

COMMISSIONS - All commissions are paid by UHC directly to the producing agent following the Producing Agent Agreement. Commission payment dates vary by product and type of commission please refer to the commission payment calendar found within the UHC Jarvis portal under the Commissions tab.

AUTOMATIC DEPOSITS OF COMMISSIONS - Established after writing ID number is issued. Refer to the welcome email for more information on accessing UHC Jarvis.

UPDATING CONTACT INFO & BANKING INFO - Visit UHC Jarvis Portal. Once agent portal is accessed Click on the Knowledge Center, then click Account information. Click Edit Personal Info to update your contact information. Click Edit Direct Deposit Info to update backing information, bank name routing number & account number will be needed.

NON-RESIDENT APPOINTMENTS - Requested at time of contracting or any time after having an active writing ID number. Send copy of non-resident insurance license to contracting@jsaonline.com to make the appointment request. Non-resident fees will be deducted per state fee/per entity on your first commission statement. (Please refer to the non-resident fee chart.)

INTENT TO TRANSFER PROCESS - When transferring your contract from another FMO and a release is NOT granted you have the right to initiate the intent to transfer process. Intent to transfer process has a 6-month waiting period in which the agent can continue to produce business. Then intent to transfer will open a 30-day window 6 months from the date the intent to transfer was initiated. During that 30-day window, a new contract must be submitted to transfer to the new FMO. Please contact the JSA Marketing team to get the intent to transfer guide.

ASSIGNMENT OF COMMISSION - Established after writing ID number is issued. The assignment of commission allows an agent/agency to direct their commission payments to another agent/agency who is contracted and certified. If an agent has multiple writing ID numbers with UHC due to past hierarchy relationship and receives multiple Forms-1099 agent may consolidate all commission to only one writing ID and only one Form-1099 by doing the assignment for commissions. Please contact the JSA Marketing team to get the Assignment of Commission form for more details.

PARTY ID EMAIL - 3-5 business days after contract is submitted the Party ID Letter/email is generated granting the agent access to the start the certification process. Email contains instructions on how register on UHC Jarvis and how to gain access to the certifications. AHIP is not required but UHC does acknowledge it and provides credits towards UHC's certifications. Agent has a 90-day window from Party ID Letter date to complete certification to avoid contract being canceled.

WELCOME EMAIL - email is generated 5-7 business days after completion of certifications (all pre-requisite plus at least 1 product specific). Welcome email contains writing ID number and the ready-to-sell notice plus instructions on registering on UHC Jarvis to gain access to the full website.

	Initial Non-Resdident Fee per Entity	# of Entities	Total Non Resident Appointment Initial Fee	Non Resident Fee Renewal Frequency	Termination Cut-off Date (request must be received 5 Business days BEFORE)	Non-Resident Renewal Fee per Entity	Total Non-Resident Appointment Renewal Fee	Renewal Chargeback Schedule
AL	\$40	4	\$160	Annually	31-Dec	\$25	\$100	February
AK	\$0	1	N/A	N/A	N/A	N/A	N/A	N/A
AS	\$0	4	N/A		N/A	N/A	N/A	N/A
AR	N/A	3	N/A	Annually	25-May	N/A	N/A	N/A
CA	\$32	1	\$32	Perpetual	N/A	N/A	N/A	N/A
со	N/A \$150	2	N/A	N/A	N/A	N/A \$100	N/A	N/A
СТ	\$150 \$0	3	\$300	Even Years	15-Apr	\$100 \$0	\$200	May
DE	\$25 \$50	2	\$25 \$100	Annually Perpetual	26-Feb N/A	\$25 N/A	\$25 N/A	May N/A
FL	\$60	5	\$300	Last day of the birth month (every	Term by end of month prior to renewal month	\$60	\$300	Based on DOB - following month
GA	\$10.00	3	\$30.00	2 years) Annually	31-Dec	\$10.00	\$30.00	April
GU	\$0	1	\$0	Perpetual	N/A	\$0	\$0	N/A
ID	\$0	3	\$0	Perpetual	N/A	\$0	\$0	N/A
IL	\$0	6	\$0	N/A	N/A	\$0	\$0	N/A
IN	\$0	4	\$0	N/A	N/A	\$0	\$0	N/A
IA	\$20 \$8 \$40 \$0 \$0 \$40	6	\$108	Annually	28-Dec	\$20 \$8 \$40 \$0 \$0 \$40	\$108	March
KS	\$5	3	\$15	Annually	15-Dec	\$5	\$15	March
KY	\$50 Individual	3	\$150 Individual \$360 Business	Odd Years	31-Dec	\$50 Individual	\$150 Individual	March
LA	\$120 Business \$20	2	\$360 Business \$40	Annually	20-Mar	\$120 Business \$20	\$360 Business \$40	May
ME	\$45 Individual only	3	\$135	Insurance Company Admission Date Bienially (Jan-June even year; July - Dec. odd year)	Last day of month, prior to renewal month	\$30	\$90	December
MD	\$0	2	\$0	N/A	N/A	\$0	\$0	N/A
MA	\$75	2	\$150	Annually	30-Jun	\$75	\$150	October
MI	\$5	2	\$10	Annually	31-Dec	\$5	\$10	February
MN	\$30	2	\$60	N/A	N/A	\$0	\$0	N/A
MS	\$25 Individual only	1	\$25	Annually	15-Mar	\$25	\$25	May
МО	\$0	4	\$0	NA	N/A	\$0	\$0	N/A
MT	\$0	1	\$0	N/A	N/A	\$0	\$0	N/A
NE	\$8 \$10 \$8 \$30	4	\$56	Annually	25-Apr	\$8 \$10 \$8 \$30	\$56	July
NV	\$15	2	\$30	Annually	25-Jun	\$15	\$30	September
NH	\$25	5	\$125	N/A	N/A	\$0	\$0	N/A
NJ	\$25	4	\$100	Annually	25-Mar	\$25	\$100	June
	·					·		
NM	\$20 \$0	3 5	\$60 \$0	Annually N/A	22-Feb N/A	\$20 \$0	\$60 \$0	May N/A
INI	φυ	3	3 0	IV/A	IN/A	φυ	ĄU	IN/A
NC	\$20	3	\$60	Annually	25-Jan	\$20	\$60	April
ND	\$10	1	\$10	Annually	28-Feb	\$10	\$10	May
ОН	\$15	4	\$60	Annually	30-Jun	\$15	\$60	August
ОК	\$30	4	\$120	Annually	26-Oct	\$30	\$120	January
OR	\$0	2	\$0	N/A	N/A	\$0	\$0	N/A
PA	\$15	4	\$60	Annually	31-Dec	\$15	\$60	April
PR	**	1	**	11/1	11/4	40	**	11/4
RI	\$0	3	\$0 N/A	N/A	N/A	\$0 N/A	\$0 N/A	N/A
SC	N/A	2	N/A	Even Years	27-Aug	N/A	N/A	October
SD	\$20	2	\$20	Annually	Last working day of March	\$20	\$20	May
TN	\$15	3	\$45	Perpetual	N/A	\$0	\$0	N/A
TX	\$10	7	\$70	Perpetual	N/A	\$0	\$0	N/A
UT	\$0	4	\$0	Perpetual	N/A	\$0	\$0	N/A
VT	\$60	3	\$180	Odd Years	26-May	\$60	\$180	June
VI	\$10	5	\$50	Annually	30-Jun	\$10	\$50	August
WA	\$20	2	\$40	Admission Company Date	60 days prior to renewal date	\$20	\$40	UHIC 79413 - NOVEMBER; UHIC of OR 95893 JULY
wv	\$25	3	\$75	Annually	30-May	\$25	\$75	August
WI	\$30	3	\$90	Annually	31-Dec	\$30	\$90	April
WY	\$15	1	\$15	Annually	24-Jan	\$15	\$15	April
	Revised as of 05/23/2	019						

Appointment Application

UnitedHealthcare Insurance Company and Affiliates



THIS IS A WRITABLE FORM*

Please Print or Type: All fields must be complete and legible

Individual Information (All Individual Information fields required for all Appointment Applications). Legal Name (As name appears on Individual Resident State Insurance License) Last: Middle First:	vidual Information (All :						
Social Security Number Birth Date (MM/DD/YYYY) Alias/Other Names:	Social Security Number Birth Date (MM/DD/YYYY) Alia						
Resident Address							
City State County (FL Only) Zip Code	City						
Resident Phone Number Business Phone Number Fax Number	dent Phone Number						
Email Address	il Address						
Appointment Type: Individual OR Corporation This must match information provided on the Agreement and W-	intment Type:						
Mailing Preference: Residential OR Business If applying as an individual, but prefer mail be delivered to your business, fill in the Business Address section below.	ng Preference: Resi						
If Applying as a Corporation, the following information is also required. (You must be a Principal of the Corporation to Apply).	plying as a Corporation, th						
Corporation Name Principal							
Corporate Tax ID Business Phone	Corporate Tax ID						
Business Address							
City State County Zip							
Errors and Omissions Attestation of Coverage (\$1,000,000 per occurrence or 1,000,000 annual aggregate required)							
Name of Carrier Policy #	e of Carrier						
By signing this attestation I am agreeing that I have met, and will maintain, the required Errors and Omissions coverage during my contract with UnitedHealthcare. I understand that failure to have met and maintained the Errors and Omissions coverage requirements will result in immediate termination. Applicant's Signature:							

NOTE: Failure to accurately and honestly answer any of the following questions may result in a declination of your application and appointment with UnitedHealthcare

If you answer "Yes" to any of these questions, please provide supporting documentation and a brief explanation on the next page of this form.

Criminal Background Information	
1. Have you ever been convicted of a felony?	Yes No
Have you ever been convicted of a misdemeanor (other than traffic) including an alcohol or drug-related offense?	Yes No
3. Have you had your driver's license revoked within the past three years?	Yes No
Department of Insurance and CMS	
4. Have you ever had your insurance or securities license revoked and/or suspended by any department of insurance (even if later reinstated) for any reason?	Yes No
 Have you ever had a complaint reported against you (even if dismissed) by a consumer and/or insurance company for any reason with any department of insurance, FINRA, or other regulatory reporting agency including CMS? 	Yes No
6. Have you ever paid a fine related to a consumer complaint, failure to renew your license or continuing education credit in excess of \$500?	Yes No
7. Have you ever been excluded, or are you aware of actions that could result in an exclusion, by the Office of Inspector General from participation in a government health care program, including Medicare and Medicaid?	Yes No
Credit History	
8. Have you filed for bankruptcy and/or had a bankruptcy discharged within the last five years?	Yes No
9. Are you, at the present time, or have you been within the past five years, involved in any civil litigation, judgements, liens orforeclosures?	Yes No
10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?	Yes No
10. Are you, at the present time, or have you been within the past five years, reported as delinquent on state or federal taxes?	Yes No
on state or federal taxes?	Yes No
Other Companies 11. Do you owe any insurance company, marketing organization or individual for any premiums collected	
Other Companies 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?	Yes No
Other Companies 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced? 12. Have you ever been denied an appointment with any insurance company?	Yes No
Other Companies 11. Do you owe any insurance company, marketing organization or individual for any premiums collected or monies advanced?	Yes No Yes No Yes No

Please provide an explanation for any "Yes" answers on the previous page in the corresponding sections below.
Criminal Background Information
Department of Insurance and CMS
Credit History
Credit History
Other Companies
Other Companies
Other

Conditions and Agreements

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby attest to all matters set forth above and agree to all matters set forth below.

I hereby agree that if and when any or all of the companies issue to me any Agreement(s) for which I hereby apply, I will be bound by such Agreement(s). I understand that my supervising office has specimen forms of the Agreement(s) on file and I have had the opportunity to review such Agreement(s). Submitting to the Company any application for insurance products, including but not limited to Medicare Advantage and Prescription Drug Plan, shall constitute my agreement to such Agreement(s) and all the terms, conditions and provisions set for therein.

I Acknowledge that by signing this Appointment Application and submitting any such insurance application for Insured Product, I have so agreed to the Agreement(s) and no future signature by me shall be necessary.

Disclosure

I have executed this Appointment Application as evidence of the understanding and acceptance of, and consent to its terms, and I agree that I will not solicit business until I receive notification from the Company that this acknowledgement has been approved and I have satisfied all the of certification requirements of the products I intend to sell.

I understand that as part of its approval process and throughout the term of my appointment with the Company, the Company may obtain an investigation consumer report to confirm information regarding my character, general reputation, credit history, personal characteristics, mode of living, criminal history, insurance licensing history, Office or Inspector General records and General Service Administrator excluded party records. I hereby authorize the Company to obtain such a report at any time after receipt of this Appointment Application and throughout the term of my appointment with the Company. The scope of this authorization is all-encompassing, allowing the Company to obtain from any outside organization all manner of investigative consumer reports now and throughout my appointment to the extent permitted by law.

I understand that failure to accurately and honestly respond to any of the questions or attestations may result in a declination of my application and appointment with UnitedHealthcare.

Applicant's Signature	Date (MM/DD/YYYY)	
		SIGNATURE

Please return all documents to your Recruiter for submission to UnitedHealthcare.

UNITEDHEALTHCARE INSURANCE COMPANY AGENT AGREEMENT

This AGENT AGREEMENT (this "Agreement") is a	made and entered into this day	y of
20, by and between UnitedHealthcare Insurance	Company ("United"), on behalf of	f itself and its Affiliates
(collectively, the "Company") and	("Agent").	

- A. United and certain of its Affiliates offer Medicare Advantage Plans ("MA Plans"), stand-alone prescription drug plans ("PDP Plans"), Medicare supplement insurance plans ("Med Supp Plans") and other health plans and products as may be designated by the Company (collectively, "Products").
- B. FMO/NMA or General Agent has recommended Agent for appointment by the Company to market and promote the Products.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

ARTICLE ONE DEFINITIONS

As used herein, capitalized terms shall have the meanings set forth below:

- 1.1 **Affiliate** is any entity which directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with the Company, and offers one or more of the Products. Affiliates offering the Products are specifically set forth in the Agent Compensation Schedule attached hereto and incorporated herein as **Exhibit A**.
- 1.2 **Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the Agent and the Company.
- 1.3 **CMS** is the Centers for Medicare & Medicaid Services.
- 1.4 **CMS Contract** is the contract entered into by CMS and the Company pursuant to which the Company offers one or more MA Plans and/or one or more PDP Plans in a specified service area or region.
- 1.5 **FMO/NMA** is a Field Marketing Organization or National Marketing Alliance that has contracted with the Company to promote the Products and has directly or indirectly through a General Agent recommended Agent for appointment by the Company to market and promote the Products.
- 1.6 **General Agent** is an appropriately licensed, independent contractor, appointed by the Company, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between the General Agent and the Company and authorized to recommend Agent for appointment by the Company to market and promote the Products. A General Agent can be categorized in any one of three levels, General Agent (GA), Super General Agent (SGA) or Master General Agent (MGA).
- 1.7 **MA Organization** is an entity that has entered into a contract with CMS to operate an MA Plan.
- MA Plan is any Medicare Advantage Plan that may now or in the future be offered to individual Medicare beneficiaries by the Company including, but not limited to, Local HMO and PPO Plans ("Local MA Plans"), Special Needs Plans ("SNPs"), Regional Preferred Provider Plans ("Regional PPO Plans") and Private Fee for Service Plans ("PFFS Plans"). The definition of an MA Plan includes an MA Plan which includes prescription drug plan benefits ("MA-PD Plans").

The following exhibits and attack	chments are incorporated	by reference into this Agreement:
Exhibit B MedicaExhibit C HIPAA	Compensation Schedule are Regulatory Addendur Business Associate Addendum	
Executed this day of	, 20_	<u></u> .
AGENT CONTRACTING AS	S	UNITEDHEALTHCARE INSURANCE COMPANY, on behalf of itself and its Affiliates
(Check one) INDIVIDUAL PARTNERSHIP CORPORATION Print Name on License		
Time Ivalie on Electise		
By:Authorized Signature		By: Company Officer
Title:		Title:
Address		
City	State Zip Code	
National Producer Number (req	uired):	

BACKGROUND CHECK AUTHORIZATION

I have read and understand the separate document entitled BACKGROUND CHECK DISCLOSURE. If I live or work in California, I have also read and understand the document entitled CALIFORNIA BACKGROUND CHECK DISCLOSURE.

I authorize UnitedHealthcare to obtain "consumer reports" and "investigative consumer reports" from the following consumer reporting agency:

Business Information Group, Inc. P.O. Box 541 Southampton, PA 18966 Telephone: (800) 260-1680

www.bigreport.com

I understand that, as permitted by law, UnitedHealthcare may rely on this authorization to order additional reports from any consumer reporting agency without asking me for my authorization again during my appointment to sell UnitedHealthcare products.

For the specific purpose of preparing a background check for UnitedHealthcare, I authorize the following to disclose to the consumer reporting agency the information needed to compile my report: my past and present employers; public and private learning institutions; state, federal, and local agencies, including law enforcement; state, federal, and local courts; the military; credit bureaus; and motor vehicle records agencies.

I acknowledge that the information that can be disclosed to the consumer reporting agency, if and only as allowed by law, includes information concerning my employment and earnings history, education, credit history, motor vehicle history, criminal history, military service, and professional credentials and licenses.

Applicant's Signature	Date (MM/DD/YYYY)	
		SIGNATURE

CALIFORNIA BACKGROUND AND CREDIT CHECK DISCLOSURE

UnitedHealthcare may obtain information about you from a consumer reporting agency as part of your application for appointment and/or in connection with your existing appointment to sell UnitedHealthcare products. This information may take the form of a "consumer report" or an "investigative consumer report." The consumer reporting agency will be:

Business Information Group, Inc. P.O. Box 541 Southampton, PA 18966 Telephone: (800) 260-1680 www.bigreport.com

BIG's Privacy Policy, and information as to whether your personal information will be sent outside of the United States or its territories, can be found at: http://www.bigreport.com/privacy-policy/

The reports prepared by the consumer reporting agency may contain information regarding your character, general reputation, personal characteristics, and mode of living. As allowed by law, the reports may contain information regarding your criminal history, Social Security number, driving records, credit history, verification of prior employment and education, the status of professional credentials and licenses, and other background checks. An investigative consumer report may include information from personal interviews conducted by the consumer reporting agency.

SUMMARY OF YOUR RIGHTS UNDER CIVIL CODE SECTION 1786.22

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Notice Regarding Credit Checks:

Pursuant to Section 1024.5 of the California Labor Code, the Company informs you that it may obtain a credit report about you from the above named entity, because you are seeking to work in the following position:

[_] An employee covered by the executive exemption set forth in subparagraph (1) of paragraph (A) of Section 1 of Wage Order 4 of the Industrial Welfare Commission;
[_] A position in the state Department of Justice;
[_] A sworn peace officer or other law enforcement;
[_] A position for which the information contained in the report is required by law to be disclosed or obtained;
[X] A position that involves regular access to specified personal information for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, such as bank or credit card account information, social security number, or date of birth;
[_] A position which the person can enter into financial transactions on behalf of the company;
[_] A position that involves access to confidential or proprietary information;
[_] A position that involves regular access to \$10,000 or more of cash; or
[_] The Company will not obtain a consumer credit report on you.

Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

page 2.	Name (as shown on your income tax return)				
on	Business name, if different from above				
r type	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶		Exempt from backup withholding		
Print or type ic Instructions	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)		
Specific	City, state, and ZIP code				
See S	List account number(s) here (optional)				
Part	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 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 <i>How to get a TIN</i> on page 3.					
	If the account is in more than one name, see the chart on page 4 for guidelines on whose or to enter.	Employer i	identification number		
Part	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
- 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. person (including a U.S. resident alien).

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 4.)

Sian Signature of Here U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.
- In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,