

Please mail or fax to: P.O. Box 630858, Irving, TX 75063. Fax Number (469) 547-8389

Company Name (If Co. is the IMR)		Last Name		First Name		Birth Date		Sex		SSN or TIN (required)	
Address (No P.O. Boxes Please)				Apt. #		City		State		Zip	
Day Phone ( ) ( )			Evening Phone ( ) ( )			Fax Phone ( ) ( )			email address		
Representative #		Representative Name		Address Shown Above Is: <input type="checkbox"/> Residence <input type="checkbox"/> Business		Are you a licensed Insurance Agent? <input type="checkbox"/> Yes <input type="checkbox"/> No					

**Application Selection & Pricing**

- Representative Processing & Service Fee – \$149.95** (Non-Refundable) **\$149.95**
- Direct Deposit Info** [Routing # is 9 digits & starts with 0, 1, 2, or 3]  
Routing #: \_\_\_\_\_ Bank Account #: \_\_\_\_\_
- Rush Delivery of Representative kit – \$29.00** (Non-Refundable)
- Annual Rep Renewal Fee – \$99.95** (Check only if using this form for annual renewal – *no other fees required*) **\$ 99.95**

**If applying for Membership, Select a Program Below and Attach a Completed Membership Application Form**

- USA Healthcare Savings Med Plus Family/\$49.95 per month**
- USA Healthcare Savings Med Plus Individual/\$44.95 per month**
- USA Healthcare Savings Dental Plus/\$19.95 per month**
- USA Healthcare Savings RX Plus/\$9.95 per month**
- My Health Assistant/\$19.95 per month**

**Payment Information:**

- Credit Card:**       MasterCard       VISA       Discover       American Express  
Credit Card Number \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Exp. Date \_\_\_\_\_ / \_\_\_\_\_
- Automatic Bank Draft** (Attach check for first payment)      [Routing # is 9 digits & starts with 0, 1, 2, or 3]  
Routing #: \_\_\_\_\_ Bank Account #: \_\_\_\_\_  Checking or  Savings

**Submission Checklist**

Please be sure to include the following along with this completed form:

- Completed IRS Form W-9
- Signed IMR Agreement
- Completed Member Application Form (if applying for Membership)

## Independent Marketing Representative (IMR) Agreement

- 1. Representative:** This agreement is between you, an Independent Marketing Representative (IMR), and Protective Marketing Enterprises, Inc. (PME), a corporation domiciled in Texas, d/b/a USA Healthcare Savings. PME is a subsidiary of Access Plans, USA, Inc. This agreement authorizes you to sell PME programs and products. For purposes of this agreement, an Independent Marketing Representative (IMR) is an individual, partnership or corporation whose completed application has been accepted by PME. Only authorized IMRs may sell the USA Healthcare Savings card or any other product offered by PME. Only applications which contain a valid federal tax ID or Social Security Number, to PME will be accepted.
- 2. Independent Contractor:** The IMR acknowledges that he/she is an independent contractor, conducting business for his/her own account, and not as an agent or employee of PME. The IMR acknowledges that PME shall not be required to withhold any sum for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement and that the IMR shall be responsible for payment of same to any federal, state or municipal government or agency. The IMR will abide by all applicable federal, state and local laws. IMR agrees and understands that he/she cannot bind PME or any of their provider companies by any promise or agreement, to incur any debt, expense, or liability in its name or account, or waive any of the provisions of PME programs or IMR Agreements.
- 3. Minimum Age:** IMR shall be at least 18 years of age or the age of consent for the state in which the applicant resides.
- 4. Identification Number:** PME will issue an Identification Number immediately after receipt of this application and agreement. This identification number must appear on all applications submitted by IMR in order to get proper credit for the sale.
- 5. Territorial Limits:** PME recognizes no exclusive territories. Therefore, IMRs will not be limited from conducting business in any states, territories or areas that have been approved for sale by PME. The list of approved states may change. It is the IMR's responsibility to keep informed of the states where PME programs are available.
- 6. Enlisting:** The IMR may enlist one or more IMRs in PME programs. Occasionally, one or more IMRs may contact the same prospect, resulting in a dispute of the enlisting rights. PME will not mediate such disputes and will recognize as upline leader the person whose name appears on the prospect's application. In the event that two or more prospect applications are received, the one received first by PME will be recognized. IMR, spouse or dependent of IMR may not be both an IMR and principal/owner/director of another IMR.
- 7. Family Policy:** A husband and wife are considered one IMR. A husband and wife may not enlist each other nor have different upline leaders. Any child living with them that meets the minimum age requirement may only become an IMR if not a dependent of anyone else in PME. An IMR may not sell a PME membership to him/herself or to an entity that he or she owns or controls. No IMR may pay for a membership of an individual member that is not an employee of the IMR's company or an immediate family member (IRS dependent, parent or grandparent over the age of 60 living with the IMR).
- 8. One Hierarchy:** Under no circumstances may an individual, spouse, partnership or corporation participate in more than one hierarchy from PME.
- 9. Changing Upline Leaders:** The changing of upline leaders is not allowed; this protects the integrity of the networking structure. If an IMR decides for one reason or another to change his/her current upline, the IMR's only option shall be to resign his/her IMR status by submitting a signed resignation letter to PME. The IMR must then wait 91 days after resigning before reapplying as a NEW IMR under a new sponsor. The IMR must submit a NEW IMR application, IMR Agreement and pay NEW Application Fees. The resigning IMR will forfeit his/her former hierarchy and members (see termination paragraph). If other former downline IMRs also want to change sponsors, they may follow the same procedures, BUT they MAY NOT reapply as NEW IMRs directly under their former Sponsoring IMR. The final authorization for changing upline sponsors will be at the discretion of PME.
- 10. Program Presentation:** IMR will explain PME programs to prospects honestly and in entirety, without embellishment, distortion or misrepresentation. Any additional offers, representations or agreements made by IMR in connection with PME programs are prohibited and may result in termination of the IMR Agreement. IMR will make clear in any presentation to prospective IMRs the following items: (a) that no specific earnings or income levels are guaranteed by PME or sponsor; (b) that an IMR enrollment fee is required for participation, along with the purchase of a marketing kit and payment of an annual renewal fee; (c) that no IMR will earn money solely for sponsoring; (d) that there are no exclusive territories; and (e) success is dependent on the sign-up of members. IMR will not present the product in conjunction with any other product unless selling it as a complementary product to an insurance product. IMR will not require the purchase of any other product or infer the requirement to purchase any other product in order for the member to purchase PME programs or enroll as a representative with PME. IMR will make clear in any presentation to prospective members the following items: (a) that the Discount Card is not insurance, (b) that providers must be fully paid promptly, (c) that the use of hospitals may require proof of ability to pay and (d) any other disclosure that PME may require or that is required by applicable law.
- 11. No Income Representations:** IMR creation of actual or potential income representations or claims regarding PME programs is strictly prohibited. Only company-provided income illustrations can be used. These illustrations by the company are for illustration only and are NOT guarantees of income. All IMR commission earnings are for sales of memberships, not recruitment.
- 12. Monies Received by IMR:** Any monies received by an IMR for payment of memberships or any other fees must be remitted to PME within seven days. Any failure to pay said monies owed shall cause immediate termination of this agreement. IMR will remain liable to PME for all monies received.
- 13. Insurance:** IMRs are responsible for carrying appropriate insurance, including liability insurance for their business.

**IMR may cancel this agreement at any time by giving the company written notice.**

**14. Marketing Materials:** The marketing kit will include sample brochures for the use of IMR in selling PME programs. Additional brochures may be purchased from PME. In no event may brochures, videos, audio tapes or any other professionally produced literature by PME be reproduced, copied or reformatted by IMR. Use of brochures and any other advertising or presentation materials other than those provided by PME requires the express written permission of PME. All trade policies, training, marketing materials and testimonies of PME are the exclusive property of PME, and any use of these materials for purposes other than the promotion of PME programs and services will be deemed as infringement, exploitation and plagiarism. Upon termination, all PME property must be returned.

**15. Advertising and Promotion:** PME encourages advertising and promotion as a viable method for IMRs to build their business. However, strict guidelines are necessary to maintain an accurate and legally compliant marketing effort. All ads marketing PME programs (whether or not the USA Healthcare Savings or other program names are used) must be submitted in writing to PME for an approval number prior to use in any form. Advertising Approval Numbers are required for all advertising copy meeting this criteria for any media, including newspaper ads, Internet sites, audio or videotapes, recorded messages, posters, flyers, promotional items, etc. and must be included in such advertisement. It is each IMR's responsibility to obtain his or her own ad approval number from PME for every ad. No IMR should accept ad copy from anyone and assume it has been approved. Fax blasting and unsolicited emails (spam) are strictly prohibited.

**16. Media Contacts:** To maintain accuracy and a consistent company image, it is required that all media inquiries, including radio, television and print publication be referred directly to the VP of Communications of Access Plans USA, Inc.. All other media contacts (talk shows, live interviews, etc.) through radio, television, Internet or other media must be approved by PME in advance.

**17. Commission Qualifier:** IMR must be in good standing and must complete any required training in order to be eligible for commission payments. Proof of training, in the form of a completed Training Voucher, must be submitted for documentation.

**18. Override Qualifier:** IMR must meet all commission qualifications in order to qualify for override payments. IMRs qualify for all levels of overrides by maintaining a membership with a cost of at least \$19.95 per month. For any IMR who has overrides and has not cancelled his/her membership but has membership status in default because the monthly bank draft or credit card payment was denied by the bank for any reason, we will attempt to deduct the membership fee from his/her commissions so that the IMR can maintain qualifications for overrides.

**19. Administrative Fees and Minimum Checks:** A \$5.00 administration fee will only be charged to the commission deposit which occurs at the end of the month.

**20. Renewal Fees:** IMR agreements must be renewed annually. Timely payment of the annual renewal fee then constitutes an account in "good standing". The annual renewal fee will be due on the anniversary month of the original date of signing as an IMR with PME. IMR is solely responsible for direct payment of the renewal fees. An IMR has 30 days from his/her due date to pay his/her renewal fee. Failure to pay the renewal fee will be construed as an IMR resignation and forfeiture of the entire personal and downline hierarchy, as well as commission on any personal memberships written. An IMR that is terminated for non-renewal can be reinstated within 60 days of his/her termination date by paying the then current New IMR Fee in effect. If such a reinstatement occurs, IMR will remain in his/her former hierarchy and retain his/her former hierarchy, personal members and IMR number.

**21. Compensation Levels:** The commission structure for the USA Healthcare Savings card is set forth below. Commissions and overrides on private label deals, on contracts with pricing different from the USA Healthcare Savings published pricing, on other products and on special promotions or offers may vary and will be set at the discretion of PME. IMRs have the opportunity to earn money through direct sales of the USA Healthcare Savings medical discount program sponsored by PME, as well as through an override on sales by IMRs recruited by the representative. Commissions and overrides are paid on Commissionable Value (CV) of the USA Healthcare Savings card as follows:

**1<sup>st</sup> Month Membership:** Personal Sales 100%

**2<sup>nd</sup> & Subsequent Months:**

- Personal sales 20%
- Enroller Override 6%
- Level One 4%
- Level Two 4%
- Level Three 4%
- Level Four 4%
- Level Five 4%
- Level Six 4%
- Level Seven 4%

No overrides will be paid on the first month a membership is effective. No commissions will be paid on the application fees, renewal fees or on the purchase of marketing kits or supplies. Upon notice, PME can amend any compensation structure.

**22. Commission on First Month Sales:** IMR will be paid 100% of the commissionable value on the first month membership fees for all USA Healthcare Savings membership sales in a given month. Other programs may vary.

**23. Pay Period:** Any membership fees and the related program and application fees must be received by PME no later than the last day of the pay period for the IMR to be eligible for commissions in that pay period. Commissions will be direct deposited on Tuesday of each week for the previous period's business. Any commissions paid on monies that are subsequently refunded will be deducted from future commission payments. IMR understands that any excess commissions or bonuses paid shall be due to PME from future commissions or payable to PME immediately at PME's discretion. Weekly Pay Period 1 begins 12:00am Monday and ends 11:59pm Sunday.

**IMR may cancel this agreement at any time by giving the company written notice.**

**24. Amendments:** IMR understands and agrees that PME reserves the absolute right to change, discontinue or withdraw any membership program in whole or in part, including the networks participating in the program. In order to maintain a viable marketing company, PME specifically reserves the right to make any amendments or adjustments it deems necessary with respect to the Rules and Regulations, Policies and Procedures, Compensation Plan, and Pricing Schedules. Any such changes are incorporated as part of the Agreement between PME and IMR effective upon written notification or publication, which includes the IMR newsletter or posting to the Website.

**25. Transfer of Marketing Network:** An independent network marketing business affiliated with PME may be transferred by will, sale or assignment under the following conditions: (i) total monthly commissions equal or exceed \$2500, (ii) the acceptance by the transferee of its obligation to continued payment of the renewal fees, (iii) the acceptance by the transferee of the commission qualification rules as set forth in the **Commission Qualifier** and **Override Qualifier** sections, (iv) demonstration by you, the transferor, and the transferee that the transferee is willing and capable of operating the network marketing business, (v) demonstration by you, the transferor, and the transferee that the transfer is not intended to circumvent other requirements of this Agreement, (vi) demonstration by you, the transferor, and the transferee that fair value has been given for the business and (vii) approval by PME that the transfer does not violate this or any other Agreement with PME. Requests for transfer should be made to PME in writing at least thirty days prior to the proposed transfer date and no proposed transfer is valid unless it has been expressly approved by PME in writing. You shall not solicit other IMRs with the intent of purchasing their business. You may be asked to provide documentation as may be reasonably requested by PME, and you will be required to certify your continued compliance with the terms this Agreement, including the non-competition provisions, prior to approval. Transfers to immediate family members will not be subject to items (i) and (vi) above. If you want to change the form of your business (proprietorship, corporation, LLC, etc.), you will have to provide certain documentation to PME evidencing the reorganization and your compliance with the applicable conditions of this section and this Agreement.

**26. Moral Turpitude:** PME shall have the right to terminate this IMR Agreement at any time for the IMR's fraudulent or willful misrepresentation, theft, fraud, misappropriation, moral turpitude, or other act of misconduct against PME or any of its members, vendors, customers or affiliates.

**27. Termination & Buy-Back:** In the event of a breach of the IMR Agreement or violation of PME Policies and Procedures occurs and is verified by the Company, PME may elect to terminate the offending representative. PME may, in its sole discretion, take other disciplinary actions for violations of this Agreement, including fining or suspending the offending IMR. The Company will buy back from a resigning or terminating IMR currently resalable sales aids purchased from the company within thirty days (or longer where required by state law) at 90% of the net purchase price, less legal set-offs. State laws requiring the refund of administrative fees will be honored. Montana IMRs who resign within 15 days are entitled to a 100% refund of any consideration given to participate. No terminated IMR may reapply for IMR status for six months, and then only with company permission. Former downlines will not be reassigned. No failure or delay by PME in exercising any right to terminate or take other action shall operate as a waiver of any future rights to terminate or take action.

**28. Arbitration:** If a legal disagreement arises between PME and any representative, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association. Any arbitration proceedings will be held at the location of PME corporate offices. Louisiana IMRs may arbitrate in New Orleans.

**29. Representative Agreement:** This agreement constitutes the entire agreement between the representative and PME, and no other promises, offers, representations, agreements or understandings of any kind shall be by binding upon PME, unless made in writing and signed by an authorized officer of PME.

**30. Governing Law:** The laws of the State of Texas shall govern this agreement without respect to Texas' choice of law rules. IMR consents to the exclusive jurisdiction of the state and federal courts located in Texas for any dispute arising out of this Agreement. Louisiana IMRS may choose Louisiana jurisdiction and venue.

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**Non-Compete Agreement**

**1. Cross-Enlisting:** Except with respect to IMRs directly sponsored by him or her, an IMR may not enlist, or attempt to enlist, another IMR from PME into any other network marketing company unaffiliated with PME. This paragraph shall survive the termination of the Agreement.

**2. Agreement Not to Compete:** For the duration of this agreement, and for a period of twelve (12) months thereafter, IMR shall not directly or indirectly contract with or solicit any contracted networks by PME or its network providers in any manner whatsoever to perform services for IMR or for any other related sole proprietorship, partnership, corporation or other entity; PROVIDED, HOWEVER, nothing in this section is intended to preclude IMR from soliciting and obtaining any medical goods or services from such network provider. In addition, for the duration of this agreement, and for a period of twelve (12) months thereafter, IMR shall not directly or indirectly within a 100 mile radius of IMR's last physical residence or place of business where IMR conducts business related to PME become a partner or investor in, or otherwise own, establish or operate an entity or product substantially similar to those offered by PME, whether in whole or in part, or a network similar to the medical networks under contract with PME or its affiliates. Nor shall the IMR divert or attempt to divert any business, customer or other IMR to any competition of PME or perform any act prejudicial to the goodwill associated with PME during the 12-month period after the termination of this agreement.

\_\_\_\_\_  
Signature of New Representative (IMR)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**IMR may cancel this agreement at any time by giving the company written notice.**

# Direct Deposit Form



IMR#: \_\_\_\_\_

NAME: \_\_\_\_\_

I authorize USA Healthcare Savings to credit the attached bank account for my monthly commission payment. I understand that I am responsible for going to the USA Healthcare Savings website to download my commission report/genealogy and check stub.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attach Check Here

**Routing Number**  
(9 digits, Starts with 0,1,2,3)

**Account Number**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 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.

<b>Social security number</b>									

**OR**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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. 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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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 States,
- 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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.