



Relationship Hierarchy Addendum

FMO Name/Entity: Melvin Copeland/Copeland Group

Agent Name: _____

Level or Percentage% _____

Hierarchy Name or Entity: _____

States agent wishes to be appointed to sell (circle all that apply) and attach license

- [Alabama](#)
- [Alaska](#)
- [Arizona](#)
- [Arkansas](#)
- [California](#)
- [Colorado](#)
- [Connecticut](#)
- [Delaware](#)
- [District of Columbia](#)
- [Florida](#)
- [Georgia](#)
- [Hawaii](#)
- [Idaho](#)
- [Illinois](#)
- [Indiana](#)
- [Iowa](#)
- [Kansas](#)
- [Kentucky](#)
- [Louisiana](#)
- [Maine](#)
- [Maryland](#)
- [Massachusetts](#)
- [Michigan](#)
- [Minnesota](#)
- [Mississippi](#)
- [Missouri](#)
- [Montana](#)
- [Nebraska](#)
- [Nevada](#)
- [New Hampshire](#)
- [New Jersey](#)
- [New Mexico](#)
- [New York](#)
- [North Carolina](#)
- [North Dakota](#)
- [Ohio](#)
- [Oklahoma](#)
- [Oregon](#)
- [Pennsylvania](#)
- [Rhode Island](#)
- [South Carolina](#)
- [South Dakota](#)
- [Tennessee](#)
- [Texas](#)
- [Utah](#)
- [Vermont](#)
- [Virginia](#)
- [Washington](#)
- [West Virginia](#)
- [Wisconsin](#)
- [Wyoming](#)

Melvin Copeland

Agent Profile Form

Information

Full Name: _____ Nickname: _____
Last First M.I.

Home Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: () _____ Fax Number: () _____

Birth Date: _____ Social Security No.: _____ Spouse's Name: _____

Business Address: _____
Street Address City, State ZIP

Business Phone: () _____ Fax Number : () _____

Cell Phone: () _____

UPS Shipping Address: _____

Insurance License Information

Are you presently licensed as an: [] Individual [] Partnership [] Corporation

Agency Name: _____

Tax ID# _____

: (Attach copies of current license and E&O)

Errors and Omissions Coverage Yes No

Name of carrier and amount: _____

Email: _____

MELVIN COPELAND

BROKER AGREEMENT

_____ (Broker) agrees to accept all of the terms and conditions of the INSURANCE PRODUCER AGREEMENT entered into on _____ (date) by each Plan, and **Melvin Copeland** as (Producer/General Agent).

In consideration for enrollments produced by Broker on behalf of General Agent, for each product contracted broker will be compensated as explained in each individual company's agreement unless otherwise requested by broker for his/her commissions to be assigned to Melvin Copeland to which an assignment of commissions agreement must be signed. If an assignment of commissions is made compensation structure will be presented to be agreed upon. Due to admin fees, or lead programs this amount is to be determined.

Rapid disenrollments are defined as any policy that is terminated or surrendered prior to the fourth (4th) month after the Eligible Medicare Beneficiary's effective date of enrollment as provided by CMS. Any commission paid on a policy that is a rapid disenrollment will be charged back in full to all levels that were paid for that policy. First year charge-backs will be recovered from the next available advancing check. If there is not enough new business to offset this charge-back, the balance of the charge-back is rolled to the next commission statement. This continues until the charge-back is repaid in full.

Broker Services and Obligations:

- a. Broker shall perform the following services for each Plan,./General Agent: (i) identification of and selling to Medicare Beneficiaries who are eligible for enrollment in a Plan; (ii) assistance to Medicare Beneficiaries to complete applications under direction from each plan; (iii) providing assistance to General Agent in communications with Medicare Beneficiaries; and (iv) providing other related services as may be agreed upon from time to time by General Agent and Broker.
- b. Broker will be responsible for assisting Medical Beneficiaries in accurately completing the Individual Election Form, the Statement of Understanding and all other required forms for applicants to be enrolled in the Plan. Originals of all documents or copies if originals are to be forwarded to the General Agent immediately following completion thereof. Copies are to be maintained by the Broker as well as the General Agent along with scope of appointment. Each plan reserves the right to add, delete, or change required forms, and will provide updated forms to Producer/General Agent when changes are made.
- c. Broker agrees to comply with policies and procedures of each Plan, relating to promoting a Plan to Medicare Beneficiaries. Broker will maintain the required training and certification for each company plan and comply with all of the applicable policies therein, Prior to marketing, and at least annually thereafter, Broker agrees not to make representations with respect to the nature or scope of the benefits of enrollment in each Plan except in conformity with the written guidelines and marketing materials furnished by each Plan, to Producer/General Agent for that purpose.

These marketing guidelines specifically include, but are not limited to (i) the relevant portions of the CMS Rules on marketing of a Medicare+Choice Plan set forth at 42 CFR 422.80, (ii) the relevant portions of the Medicare Managed Care Manual (Chapter 3 – Marketing) which incorporates the “Must Use/Can't Use/Can Use” guidelines, and (iii) such other written guidelines and marketing materials as each Plan

furnishes to Producer/General Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Broker is acknowledging that he or she has read and understands these Marketing Guidelines. Broker shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in each Plan. In furtherance of the foregoing, Broker shall be subject to, and cooperate with, the Sales Training Incident ("STI") program established by each plan.

c. Broker, on behalf of the Producer/General Agent will maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement which may be required pursuant to the BBA, the CMS Rules, the Insurance Laws, the DOI Regulations or by any governmental entity or regulatory agency for a period of seven (10) years.

d. Broker, in cooperation with the Producer/General Agent, shall comply with the relevant provisions of the Medicare Laws and Regulations and administrative guidelines issued by CMS, the Insurance Laws and the DOI Regulations as these laws or regulations are interpreted by the courts, the responsible regulatory agencies or Health Plan, Inc.

e. Broker agrees to maintain any and all licenses necessary to transact business on behalf of each Plan. Broker shall provide General Agent with evidence of such license. General Agent shall promptly notify each Plan, of the institution of any disciplinary proceedings against Agent relating to any license issued to any such person by CMS or the DOI.

f. Broker agrees to comply with all reasonable rules that each Plan has and may from time to time prescribe regarding the conduct of the business of Broker as contemplated by this Agreement.

g. Broker shall be solely responsible for and hereby agrees to defend, indemnify and hold harmless each plans shareholders, directors, officers, affiliates, agents, contractors, and employees, from and against any and all claims, demands, lawsuits, causes of action, liability, losses, damages (of any kind and nature) costs, expenses (including, without limitation, reasonable attorney, expert and accountant fees) arising out of or related to any negligent or otherwise wrongful act or omission of Broker in connection with this Agreement, including any breach of this Agreement.

h. Broker is entering into written contract consistent with the terms and conditions of the General Agent Agreement including, but not limited to Section 1 herein of the General Agent Agreement. If the General Agent Agreement, or any Exhibit or Attachment, is modified or amended, all such contracts shall be modified or amended within thirty (30) calendar days to be consistent with such modifications or amendments.

i. Broker shall maintain the following insurance coverages:

a. Errors and Omissions Coverage in a amount not less than One Million Dollars per incident and One Million Dollars (\$1,000,000.00) in the aggregate providing for indemnification of the individual due to any loss arising as the result of any actual or implied negligence on the part of Broker, in performing duties under this Agreement. Broker shall cause the issuer of said coverage to deliver to the General Agent, evidence of the existence of such policy. Further, Broker shall require issuer of said coverage to provide written notice to the General Agent prior to the lapse of said policy.

b. General Agent shall confirm that all Brokers contracted through General Agent maintain Errors and Omissions Coverage at least the minimum amounts as required by this Agreement.

j. Broker acknowledges that, during the performance of this Agreement, Broker will have access to or be furnished with confidential or proprietary information or trade secrets of each Plan, including, but not limited to, any personal, contact or rate information concerning each plan, information about internal methods and systems, practices, policies and procedures, operations, costs and expenses, and eligibility and enrollment procedures (collectively, the Health Plans). Broker

acknowledges and agrees that all Plan information, Confidential Information shall be and remain the sole and exclusive property of each Plan. Broker shall hold all of the company Confidential Information in the strictest of confidence and shall not disclose, publish, use or exploit any Confidential Information, except with the prior written permission of the Plan, or solely in furtherance of performing services under this Agreement. Broker shall not use any of the Confidential Information to directly or indirectly compete with other Plans, or assist any competitor of other Plans. To compete with other Plans, during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Broker shall immediately return all Confidential Information.

k. Broker agrees to comply with the HIPPA Business Associate requirements.

l. Producer shall not conduct in-home or seminar appointments without following CMS explicit guidelines.

This Agreement is entered into between the two undersigned parties effective _____ (Month) _____ (Date) and remains in effect until terminated in writing with 30-day written notice.

PRODUCER/GENERAL AGENT NAME

BROKER

MELVIN COPELAND

NAME

SIGNATURE

SIGNATURE

DATE

DATE

Assignment of Commissions

To _____ Tax ID _____
(Legal entity that Commissions are being assigned to, hereinafter the "Assignee")

Assignee's Address _____

City _____ State _____ Zip Code _____

Telephone _____

For valuable consideration, the undersigned, herein called the Assignor, hereby assigns to the Assignee all of the Assignor's right, title, interest, claim or demand in and to any and all compensation now due and payable, or which may become due and payable, under existing contracts and agreements heretofore entered into by and between Copeland Group or the hierarchy listed above.

Assignor hereby authorizes and empowers the Company to pay Assignee all compensation (including but not limited to over-riding commissions) now due or which may become due under the Agreement until such time as Assignor terminates this assignment by written notice to the Company. Assignor acknowledges and agrees that such payment of compensation to Assignee shall constitute payment of such compensation to the Assignor as if paid directly to the Assignor and the Company shall be fully released from any and all responsibility to the Assignor for such payments. Assignor hereby acknowledges and agrees that assignment of compensation payable under the agreement does not release or otherwise relieve Assignor of any obligation or responsibility under the Agreement including, but not limited to, the obligation to pay commissions to any applicable "downline" sales hierarchy and/or the obligation to reimburse the Company for compensation paid on premiums subsequently refunded.

Assignor hereby covenants and agrees that Assignor is the absolute and sole owner of said compensation, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and hold harmless the Company and its officers, agents, and employees from and against any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Assignor Signature _____ Dated _____

Assignor Name _____
(Print)

Assignee Signature _____ Dated _____

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by an authorized representative of the company.

By _____ Dated _____
(Authorized Company Signature)

Company Representative Name _____ Title _____

(Print)



Copeland Group

Special Consideration Commission Addendum

Copeland Group has agreed to pay an amount not set forth in the broker agreement component for SCAN product enrollments. This amount has been set at **\$504.00** per new enrollee and **\$252.00** for renewals. This amount shall follow the same CMS guidelines of payout with consideration of initial and renewal payout amounts. This Special Consideration may end at anytime due to CMS regulations, change in company rules and or breach of original agreement terms. Acceptance of this special consideration is recognized through your signature below.

X _____

Signature

Date



Copeland Group

1203A W Loop 281
Longview, TX 75604
(903)619-0025
(877) 619-0025
(903) 759-2973 FAX

COMMISSION ADDENDUM

This Commission Addendum is an essential portion of the Independent Agent Contract to which it is attached as an addendum. The Independent Agent Contract contains the terms and conditions of the contractual relationship between the Copeland Group and the Independent Agent.

Commissions payable hereunder shall be the same for all products. Copeland Group shall pay commissions to Independent Agent only for as long as Copeland Group receives payment from the respective carrier with respect thereto. Copeland Group shall have no obligation to pay any commissions unless and until the company itself receives payment from the particular carrier.

Commissions are payable according to commission schedule attached for the respective carrier. Pursuant to CMS guidelines, commission rates can change without prior written notice. Commissions shall be charged back on any chargeback or other non-payment of commissions by the respective carrier. Agent will be held responsible for any and all amounts charged back and due to Copeland Group. These amounts must be repaid to Copeland Group or will be withheld from the Independent Agent's other contracted companies' commission paid to Copeland Group.

The Agent shall notify Copeland Group of all possible errors in the commission statement within sixty (60) days of the closing of the statement period. A failure to give such notification shall be considered a waiver of the right to object to such accounting.

DATE: _____

DATE: _____

PRINT NAME

MELVIN COPELAND

SIGNATURE

SIGNATURE



Copeland Group

DEPARTMENT: Compliance	POLICY DESCRIPTION: Compliant Sales
EFFECTIVE DATE: November 1, 2008	PURPOSE: To establish that all sales are compliant.
SCOPE: Copeland Group employees, all contracted field agents, SGA's, MGA's, GA's and contracted down line of each.	

- * It is Copeland Group Policy that all agents contracted with Copeland Group strictly adhere to all MIPPA Guidelines.
- * It is Copeland Group Policy that all contracted agents abide by all individual rules that each company may require in addition to MIPPA Guidelines such as: certification, enrollment processing, scope of appointment procedures, and attendance at required trainings that each company may hold mandatory.
- * Copeland Group will have zero tolerance for any agent who fails to adhere to MIPPA Regulations.
- * Failure to do so may result in termination of the agent's contract.
- * All compliance violations will be monitored. Failure to comply with additional training due to non compliance will result in termination of the agent's contract.
- * In the event an agent generates complaints or over sights that indicate a pattern of non compliance, Copeland Group will terminate the agent's contract.

Copeland Group encourages our agents to contact our Compliance Department with questions regarding any possible compliance issue.

Copeland Group offers assistance to all of our contracted agents to avoid compliance issues.

Copeland Group forwards all compliance emails and holds group trainings in various locations throughout the year. Copeland Group requires our contracted agents to read emails and stay up dated on compliance, and to attend one compliance training each year.

We offer additional individual compliance training upon request. We are available to answer our agent's questions, and provide a ride -a –long as additional training as requested.

Compliance Department: Cathy Gatlin 877-619-0025 William Lineman 866-542-8438

Copeland Group * 1203 W Loop 281 Longview, TX 75604 * 903-291-9600 877-619-0025 Fax 903-291-9605

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	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.

Social security number									

or

Employer identification number									

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.)

Sign Here	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 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting 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 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List 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.