



Producer Enrollment

Thank you for your interest in becoming a producer with Aegis General Insurance Agency. Please complete this entire packet (all fields are fillable so you can type on this form), sign and date the attached Aegis General Producer Agreement and include:

- A completed W-9;
- A copy of your insurance license;
- A copy of your broker bond; and
- A copy of your E&O insurance declarations page.

For your convenience, this form is also available online under “Producer Resources” at www.AegisGeneral.com. Please email the completed enrollment packet to marketing@aegisinsurance.com or mail to:

Aegis General Insurance Agency
1298 Kifer Road, Suite 508
Sunnyvale, CA 94086

Once received, a member of our sales team will contact you right away!

Agency Name: _____

Contact Name: _____ Title: _____

Office Phone: _____ e-Mail: _____

Location Address: _____

Mailing Address (if different than above): _____

Affiliation (if any): _____

Number of years in business: _____ Website: _____

Requested State(s): _____ Agency Management System: _____

Please indicate your current monthly new business application count for each of the following:

Homeowners

Dwelling Fire

0-10 monthly

0-10 monthly

11-20 monthly

11-20 monthly

21-30 monthly

21-30 monthly

31-50 monthly

31-50 monthly

51 + monthly

51 + monthly



Please indicate your current annual **Homeowner** premium volume:

- | | |
|---------------------------------|---------------------------------------|
| Less than \$200,000 annually | \$751,000 to \$1 million annually |
| \$201,000 to \$300,000 annually | \$1 million to \$1.5 million annually |
| \$301,000 to \$500,000 annually | More than \$1.5 million annually |
| \$501,000 to \$750,000 annually | |

Please indicate your top 3 carriers for each of the following based on in-force business:

	<u>Homeowners</u>	<u>Dwelling Fire</u>
Carrier #1	_____	_____
Carrier #2	_____	_____
Carrier #3	_____	_____

Please indicate which additional products you typically write each month:

- | | | |
|--------------------------------|-------------------|-------------------|
| HO-4 | HO-6 | Manufactured Home |
| Stand-Alone Earthquake | Personal Umbrella | Motorcycle |
| Other (please indicate): _____ | | |

Comments:



Agency Set-Up

The following information is needed to provide you and your employees with access to our portal.

Agency Owner

The agency owner has access to reports and information, including commissions, for all agency locations.

_____	_____	_____
Agency Owner – First Name	Agency Owner – Last Name	E-Mail

Agency Owner – Mobile Phone		

Main Agency

Location Address: _____

Mailing Address (if different from above): _____

Customer Service Phone Number: _____

Portal Users for Main Agency *(Please list all users at this location who need login credentials. As part of the Main Agency, these users will also have access to information for all other locations):*

_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail



Agency Set-Up (continued)

Please indicate additional physical storefront locations below, attaching additional pages if necessary.

Storefront #2

Location Address: _____

Mailing Address (if different from above): _____

Customer Service Phone Number: _____

Portal Users for 2nd location *(Please list all users at this location who need login credentials. These users will only have access to information for this location):*

_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail
_____	_____	_____
First Name	Last Name	E-Mail



Agency Set-Up (continued)

Please indicate additional physical storefront locations below, attaching additional pages if necessary.

Storefront #3

Location Address: _____

Mailing Address (if different from above): _____

Customer Service Phone Number: _____

Portal Users for 3rd location *(Please list all users at this location who need login credentials. These users will only have access to information for this location):*

_____	_____	_____
First Name	Last Name	E-Mail

_____	_____	_____
First Name	Last Name	E-Mail

_____	_____	_____
First Name	Last Name	E-Mail

_____	_____	_____
First Name	Last Name	E-Mail

_____	_____	_____
First Name	Last Name	E-Mail



Authorization Agreement for Electronic Funds Transfer

This additional agreement is needed to establish electronic funds transfer (EFT) payments for your agency so that we may pay commissions and, if desired, sweep your account electronically for premiums. Please provide the requested information and be sure to sign and date this agreement below. If account information varies by storefront please provide an EFT Agreement for each.

Agency Name: _____

Agency Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ e-Mail: _____

Operating Account: Commissions will be paid electronically to this account.

Bank Name: _____

Account Type: CHECKING SAVINGS

Bank Account #: _____

Routing #: _____

If applicable, will commissions be paid to this account for all locations? YES NO

PLEASE ATTACH A VOIDED COPY OF YOUR OPERATING ACCOUNT CHECK.

Trust Account: Please provide your trust account information if you would like premium payments to be electronically debited from this account, as applicable.

Bank Name: _____

Account Type: CHECKING SAVINGS

Bank Account #: _____

Routing #: _____

If applicable, will this trust account be used by all locations? YES NO

PLEASE ATTACH A VOIDED COPY OF YOUR TRUST ACCOUNT CHECK.

As a duly authorized check signer on the referenced financial institution account(s), I authorize Aegis General Insurance Agency, Inc. to perform scheduled or periodic electronic funds debits or direct deposits, or both, for payments due, commission payments, or both when applicable for the purpose of completing the insurance transactions covered by the Aegis General Producer Agreement.

Signature

Date



Producer Agreement

This Agreement is entered into, to be performed, and is effective between Aegis General Insurance Agency, Inc. (hereinafter referred to as "AEGIS GENERAL", "we", "us" or "our") and the Producer (hereinafter referred to as "you" or "your"), and is comprised of this Producer Agreement (hereinafter "Agreement"), all Addenda hereto, and all written modifications to the Agreement made in accordance with the terms and conditions herein. This Agreement shall remain in force and effect until terminated as provided for herein.

Whereas Producer desires to obtain insurance coverage for its clients (hereinafter referred to as "Applicants" or "Insureds") provided under various insurance programs ("Programs") available through insurance companies (hereinafter referred to as "Insurers") represented by AEGIS GENERAL, and whereas AEGIS GENERAL desires to obtain insurance for Applicants that meet the qualifications of the aforementioned Programs, now, therefore, Producer and AEGIS GENERAL agree as follows:

ARTICLE I. AUTHORITY

- A. You are hereby given the authority to solicit business, provide quotes, receive and submit applications, request policy changes by endorsement, and collect, receive and provide receipts for premiums for insurance products in accordance with this Agreement, the Program(s) described in any Addenda attached hereto, and the Program Guidelines containing underwriting and rate information and guides (hereinafter collectively referred to as "Program Guidelines"), if any, we may provide to you.
- B. You have no authority to, and shall not purport to, bind us or any of our principals/Insurers on insurance coverage except to the extent such authority is expressly required or imposed by law or is expressly granted to you by any Addenda or the Program Guidelines.
- C. You are an independent contractor. You are not our agent nor shall you hold yourself out as such, and you shall not conduct or purport to conduct any activities on our behalf other than as specifically set forth in this Agreement, except as to the extent imposed or required under applicable state laws or regulations. You shall manage your own time and nothing in this Agreement is intended to create the relationship of employer/employee, partnership or joint venture between you and us, except to the extent, if any, imposed by law.
- D. You have no authority to revise or in any way alter the provisions of any insurance policy including, but not limited to, issuing any Additional Insured Endorsements. You have no authority to issue Certificates of Insurance without our prior written approval.
- E. You agree not to submit for quoting or binding, applications for insurance produced by sub-producers without our prior written approval.

- F. You have no authority to accept service of any lawsuit or legal process on our behalf or on behalf of any of our Insurers, nor any authority to authorize any claim settlement or to bind us or our Insurers in any claim matter.
- G. You shall not use our name or logo, nor those of any of our Insurers, for marketing purposes, in or on any advertisement, publication, circular, website, paper, producer stationary or marketing products, or any other printed, electronic or other visual format without our prior written approval.
- H. You may not assign, or attempt to assign, your rights under this Agreement without our prior written consent. Any attempted or purported assignment made without our written consent may, at our option, be cause for termination of this Agreement.
- I. We shall have the authority to:
 - 1. Change Program Guidelines upon reasonable advance notice to you specifying said changes and the effective date(s) thereof;
 - 2. Contact, personally or through third parties, any person or organization insured through our Programs, or anyone who has applied for insurance, including for purposes of, but not limited to, the following reasons:
 - a. provide customer service;
 - b. request, receive, or verify information;
 - c. notify the Insured of, and collect premium due, on any policy or renewal;
 - d. notify the Insured of changes in the terms of any policy or renewal;
 - e. inspect Insureds' premises;
 - 3. Expand, modify, restrict or terminate any or all of your authority under any Program under which you have been authorized to solicit business, immediately upon written notice to you. Your acceptance of said changes in your authority shall be conclusively established when, subsequent to our service upon you of notification of such changes, you submit an application for insurance to us for placement of Applicants with such Program(s). Where your authority to submit applications for one or more Programs is terminated, you agree to immediately discontinue solicitation of new business and you shall not submit applications to place business with said Program(s);
 - 4. Provide Applicants' personal information to Insurers and their servicing and administrative agents for the purpose of providing, replacing or renewing coverage and administering policies.
- J. You acknowledge and agree that our Insurers are third-party beneficiaries of this Agreement.

ARTICLE II. DUTIES

- A. It is your responsibility to:
 - 1. Keep a true and complete record of and account for all business transacted, and forward promptly all applications for insurance and premiums to us or whomever we may designate in writing, in any reasonable manner we may specify including, but not limited to, electronic transmission of applications or transfer of funds;
 - 2. Take reasonable steps to ensure that all applications are complete and contain accurate information;

3. Present to each Applicant all promotional and informational materials that we may direct you to present including, but not limited to, claims reporting;
4. Comply with all applicable state laws, rules and regulations regarding the sale of insurance pursuant to this Agreement, including agent, broker and solicitor licensing laws;
5. Pay all your operating expenses, including but not limited to, personal license fees and taxes and business or municipal fees and taxes;
6. Maintain a policy of agent's errors and omissions insurance with limits of liability at least equal to the amount specified in any Addenda with an insurance carrier reasonably acceptable to us, and provide us with a certificate of insurance evidencing such coverage concurrent upon execution of this Agreement or at such later date as we and you may mutually agree upon, and at each renewal date;
7. Upon three (3) business days' written request, allow us, our authorized representative, and our Insurers to conduct an audit at your place of business and permit copying of your business records showing premium payments and those containing identification and personal information of Applicants, including names, addresses and phone numbers, "additional insured" information, and any and all correspondence with Insureds relating to policies issued under our Programs. The audit shall take place during normal business hours unless we and you mutually agree otherwise. We agree not to use any information acquired in such audit in any manner prohibited by law or by this Agreement. We will bear the actual expense of such audit, such as photocopy costs, but not including any expense relating to or arising from your lost time or alleged loss of business or premium as a result of compliance with this provision;
8. Provide to us any information in your possession or under your control that we may require in exercising our authority under this Agreement, including but not limited to, a copy of all or any part of a file concerning any person insured under, or who applied for, a policy or renewal through our Programs;
9. Obtain our written approval prior to selling or otherwise transferring your book of business placed through our Programs, if you want the buyer to assume this Agreement;
10. Comply with all conditions, underwriting guidelines, restrictions, requirements and limitations contained in the Program Guidelines, including any written modifications thereto;
11. Make no misrepresentations or omissions of material facts to applicants or Insureds concerning their policies or insurance coverage.

B. It is our responsibility to:

1. Issue all policies, endorsements, renewal and non-renewal notices, cancellation notices, filings, certificates and other required documentation of coverage;
2. Promptly inform you of any material change to a policy or renewal;
3. Pay commissions to you as provided in any Addenda to this Agreement;
4. Provide you with our Program Guidelines, if any.

- C. Notwithstanding the termination of this Agreement, the duties of this Agreement shall continue to apply to all unfinished business to the end that all obligations and liabilities incurred by each party pursuant to this Agreement shall be fully performed and discharged.

ARTICLE III. COMPENSATION

- A. As full compensation for your services in connection with policies produced under this Agreement, we will pay as commissions to you a percentage of the collected premium received by us at the rate(s) set forth in any Addenda to this Agreement, and as may be modified by issuing Insurers, excluding any fees charged by us or the Insurer, provided:
 - 1. You are properly licensed;
 - 2. You have paid all amounts due and owing to us;
 - 3. You are the current producer of record at the inception of the policy or renewal.
 - 4. You are not in material breach of the terms and conditions of this Agreement.
- B. You agree that undistributed commissions held by us may be applied to and used as an offset against any monies due us.
- C. You acknowledge and agree that the issuing Insurers may change our commission rates at any time, and that we may accordingly modify your commission structure prospectively in accordance therewith upon written notice to you.
- D. You agree to promptly return to us all commissions at the same rate as paid to you on all return premiums including those resulting from policy cancellations. You may charge the Insured a broker fee where permitted by law in addition to the compensation due you under this Agreement, and in such event you agree to comply with all applicable laws with respect thereto.

ARTICLE IV. COLLECTION AND DISTRIBUTION OF FUNDS

- A. You agree to promptly remit to us, when due, all deposit premiums and applicable taxes and fees with all applications in accordance with the Program(s), and you shall abide by each Program's premium payment requirements and our credit and collection policies. In the event return premium is due an Insured, you shall promptly return unearned premium and commission to the appropriate party in compliance with all applicable laws and regulations.
- B. If premium financing is permitted by us under the applicable Program(s), you shall not arrange any premium financing wherein the premium advanced under such agreement is paid to anyone other than us. All premium finance contracts arranged by you shall require direct payment of the financed premium to us. Your failure to comply with this requirement shall be deemed a material breach of this Agreement, and shall constitute grounds for immediate termination of your authority under same. You shall further request that all premium finance agreements arranged by you contain a specific provision requiring the premium finance company to notify us of said premium financing. This paragraph shall not apply to premium finance contracts arranged directly by an Applicant or Insured without your involvement.
- C. We shall have the right to offset compensation due you under this Agreement by any amounts due from you to us or the Insurers including but not limited to: (1) past due premiums, and (2) liabilities incurred by us or the Insurers caused by your negligence, unauthorized representations or other wrongful acts, errors or omissions. Your failure to timely submit applications or premium payments,

or otherwise comply with our Program Guidelines, including any modifications thereto, may, at our sole discretion, result in a reduction in or forfeiture of all or part of your commissions.

ARTICLE V. TERMINATION

- A. This Agreement may be terminated by either party upon written notice to the other with or without cause; provided, however, that at our election and in our sole discretion, we may, if confirmed in writing to you, give you an opportunity to cure any breach or failure to perform on your part. In the event the breach or failure to perform is not cured to our satisfaction within the time-period we may specify in writing, the Agreement will be terminated at the end of such period. Effective immediately upon termination, your authority to solicit or bind new business, if any, shall cease. Commissions or return commissions will be paid by the responsible party, whether us or you, on additional premiums collected, or on return premiums made, after termination of the Agreement only when permitted or required by applicable law.
- B. This Agreement will terminate automatically on the effective date of any sale, transfer or merger of your business, except where you have received our written consent pursuant to Article I, subdivision (H), or automatically should your license or Certificate of Authority be surrendered canceled, suspended or non-renewed. However, our rights under this Agreement shall survive such termination.
- C. In the event any applicable state law or regulation governs the manner of termination of this Agreement, you hereby waive the requirements of such law to the extent such waiver is valid and permissible.

ARTICLE VI. RIGHTS AFTER EXPIRATION OR TERMINATION

- A. Upon and after termination of this Agreement:
 - 1. All your authority under this Agreement ends;
 - 2. We may notify Insureds of the expiration or termination of this Agreement;
 - 3. You will promptly return all our manuals, forms, records, materials, applications, rate guides, underwriting guidelines, Program materials, software, and any other property we furnished to you;
 - 4. All in-force policies and renewals will continue to their normal expiration, subject to their terms;
 - 5. If you have accounted for and paid all premiums and other sums for which you may be liable to us in accordance with the terms of this Agreement and if you are not otherwise in default or violation of this Agreement, your records and use and control of expirations shall remain your property and be left in your undisputed possession. If you have not paid or provided acceptable collateral or security for undisputed amounts owed by you to us within thirty days (30) following the termination of this Agreement, then ownership of the records and the use and control of only such minimum expirations as are necessary to satisfy the debt shall vest exclusively with us until such time as the undisputed debt shall have been satisfied. You shall be entitled to receive the prevailing rate of commission in effect for renewal premiums for each Program under which you solicit business immediately prior to termination.

- B. If this Agreement is terminated pursuant to the surrender, cancellation, suspension, non-renewal of your license, or abandonment of your business, we shall have the right, at our option and sole discretion, to move the book of business including all renewal rights to another producer who shall thereafter have the right to service said book and earn commissions for services performed after the date upon which your license or Certificate of Authority was terminated, suspended, surrendered or non-renewed, or after the date we determine you abandoned your business, as well as commissions on renewals after said dates in place and lieu of commissions paid to you.

ARTICLE VII. FIDUCIARY RESPONSIBILITIES

All funds received by you as premiums for insurance written under this Agreement are held by you in a fiduciary capacity, in trust, for the benefit of AEGIS GENERAL and the Insurer. You will forward all premiums to us, or whomever we may designate, in any reasonable manner we may specify including, but not limited to, electronic transmission. If you fail to remit or make these funds available to us in a timely fashion, we will have a first lien on such funds. After the expiration or termination of this Agreement, you agree to continue to hold these funds in a fiduciary capacity, in trust, for the benefit of AEGIS GENERAL and the Insurer, until you remit or make these funds available to us.

ARTICLE VIII. INDEMNIFICATION

- A. You agree to jointly and severally indemnify, defend and hold harmless AEGIS GENERAL and its Insurers, claims administrators and service companies (hereinafter, "affiliates") from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorneys' fees, incurred by us or our affiliates resulting from or arising out of your negligence, any acts, errors or omissions, misrepresentations, or your material breach of this Agreement including, but not limited to, allegations of violation of law or governmental regulation, including privacy and consumer protection laws, providing you are legally liable to us for such losses and further provided that we have promptly notified you of any such claim.
- B. We agree to indemnify, defend and hold you harmless from and against any and all liabilities, losses, damages, judgments, actions and expenses, including reasonable attorneys' fees, incurred by you resulting from or arising out of our negligence, any acts, errors or omissions, or our material breach of this Agreement including, but not limited to violations of law or governmental regulation, including privacy and consumer protection laws, providing we are legally liable to you for such losses and further provided that you have promptly notified us of any such claim.
- C. The party seeking indemnification ("Indemnitee") shall promptly notify the party from whom indemnification is sought ("Indemnitor") of any claim, demand, assessment, allegation of negligence or any other matter as to which the obligation to indemnify hereunder may apply, and shall give the Indemnitor a reasonable opportunity to defend, including the engagement of legal counsel as may be necessary. The Indemnitee shall, at its option, have the right, but not the obligation, to fully participate in such defense at its own expense. If, within a reasonable time after notice of a claim and request for defense, the Indemnitor fails or refuses to provide for such defense, the Indemnitee shall have the right, but not the obligation, to undertake its own defense, and to conclusively compromise or settle the claim or other matter, and may thereafter exercise its right to recover all costs, including payment of the claim and defense costs and legal fees, from the Indemnitor. If the Indemnitor assumes the defense, it shall not thereafter be liable to the Indemnitee for any costs of

litigation including, but not limited to, court costs and attorney fees, incurred subsequent to such decision to assume the defense of any such action.

- D. By signing this Agreement, you acknowledge that you have been informed that various Insurers with whom we do business may require the following language to be placed in all producer and sub-producer agreements, precluding producers from suing the Insurers directly under this agreement:

“Producer shall have no right, claim or cause of action against any Insurers, and shall look exclusively to AEGIS GENERAL for the payment or satisfaction of any expenses, costs, claims and/or causes of action arising directly or indirectly out of, or in connection with, any action taken or not taken by the Insurers or the AEGIS GENERAL.”

You agree to waive any right to proceed directly against any Insurers in accordance with the terms and conditions quoted above in each instance where the Insurer requires producers to waive said rights in the agreement between Aegis General Insurance Agency, Inc. and Insurers.

- E. In the event of litigation to interpret the terms of, or otherwise enforce this Agreement or any provision thereof, the prevailing party, in addition to other relief awarded, shall be entitled to recover from the non-prevailing party all costs and expenses thereof including without limitation reasonable attorney fees incurred by the prevailing party which shall be determined and fixed by the court, or arbitrator in the event of arbitration, as part of the decision or judgment. Such fees, costs and expenses shall include expenses incurred on any appeal and for collecting on or enforcing any such decision or judgment.

ARTICLE IX. MISCELLANEOUS

- A. All supplies, products, intellectual property or other proprietary information furnished to you by us shall remain our property and shall be returned to us promptly upon demand.
- B. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- C. The waiver by one party of any breach of this Agreement by the other party will not be deemed a waiver of any subsequent breach, a waiver of the particular provision breached, or a waiver of any other provision of this Agreement.
- D. The provisions of Articles II, III, IV, VII, VIII, and IX shall survive expiration or termination of this Agreement. In addition, the provisions of this Agreement, which by their nature extend beyond termination of the Agreement, will survive termination of the Agreement.
- E. This Agreement contains the entire understanding between the parties and supersedes any and all previous agreements, whether written or oral.
- F. This Agreement may not be altered or modified by either party except in writing signed by both parties.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law provisions thereof. The parties hereto hereby consent to the exclusive jurisdiction and venue of the United States District Court for the Southern District of California or the Superior Court of California, County of San Diego, for any action that may be brought in connection with this Agreement.

- H. You expressly acknowledge and agree that we and our affiliates may, from time to time, notify you in writing, via U.S. Postal Service, commercial courier, electronic mail or facsimile transmission, of information and advertisements about any and/or all Program(s) managed by or available through us or our Insurers. Requests for additional information about risks submitted to us, quotes on such risks, and general correspondence about such risks may also be communicated to you in this manner.
- I. In conducting business under this Agreement, it is understood between the parties they may share with each other confidential information, including non-public information relating to their respective clients and to each other, and may use this information in order to provide the products and services contemplated under this Agreement. The parties hereby agree to maintain the confidentiality of such information including, but not limited to, compliance with requirements of the Gramm-Leach-Bliley Act of 2000 (15 USC §1701 et seq.), and applicable state and local privacy laws.
- J. The federal Violent Crime Control Act, 18 USC 1033 AND 1034 (“VCCA”), makes it illegal for any individual or business to engage or participate in the business of insurance if that person has been convicted of violating the VCCA or otherwise has suffered a felony criminal conviction involving dishonesty or breach of trust. It is also illegal to willfully permit another person to engage in the business of insurance if that person is prohibited from doing so under the VCCA. AEGIS GENERAL will provide you a copy of the VCCA upon written request. By signing below, you certify that (1) no principals, agents or employees of yours have violated any provision of the VCCA by engaging or participating in the business of insurance; (2) reasonable efforts are made by you to identify and prevent, on a continuing basis, persons prohibited by the VCCA from engaging or participating in the business of insurance with you; and (3) you agree to notify AEGIS GENERAL immediately if any person of business with whom you participate or engage in the business of insurance who is convicted of any crime covered by the VCCA.
- K. You acknowledge and agree that we make no warranties or representations, express or implied, as to the financial strength, stability or condition of any Insurer we represent under this Agreement. You assume full responsibility for the investigation into and disclosure of all material facts related thereto to your customers(s). You hereby hold us harmless, to the fullest extent permissible by law, from any and all liability arising out of any liquidation, rehabilitation, conservatorship, or receivership proceedings of an Insurer.
- L. Except as expressly provided otherwise in this Agreement, all notices required or provided for under this Agreement may be made by service by First Class U.S. Mail, nationally recognized commercial courier, facsimile or electronic transmission (i.e.: “email”). Such notice shall be effective five (5) business days after deposit with the U.S. Postal Service, Return Receipt Requested, one (1) business day after deposit with a commercial courier with instructions for overnight delivery, or upon confirmation of successful facsimile or electronic transmission.

By my signature below, I assent to all the terms and conditions set forth above, including any Addenda attached hereto, and understand that this Agreement shall not take effect until such time as I receive a producer code from AEGIS GENERAL affirming their mutual assent to this Agreement.

PROSPECTIVE PRODUCER

Date

Print Name

Title

Signature



PRODUCER AGREEMENT ADDENDUM

Producer Code:

This Addendum modifies the Producer Agreement between Aegis General and Producer. All remaining terms, covenants, and conditions not in conflict with this Addendum contained in the Producer Agreement are incorporated by reference. This Addendum applies only to those classes of business and Insurers listed in this addendum, and replaces any and all previous addendums or agreements relating to the specific Program(s) identified below:

CLASSES OF BUSINESS	INSURER(S)	RATE OF COMMISSION*
HO-3, HO-4, HO-6, DP-1, DP-3, Earthquake and Motorcycle	Aegis Security Insurance Company	15% New 15% Renewal

*Aegis General reserves the right, without written notice, to pay additional commission for production rewards or promotional purposes, but will not reduce this commission without a written modification to this addendum.

Rules for Submission of Business Applicable to These Programs:

Business Submissions. All submissions shall occur on the Aegis General website. Only risks that meet the underwriting requirements stated in the current underwriting and rate manual should be submitted by Producer for binding review by Aegis Security.

Professional Liability Insurance: The Producer agrees to purchase an Insurance Agent’s Errors and Omissions policy with limits no less than \$1,000,000 each claim, and \$1,000,000 annual aggregate. This professional liability policy shall be maintained during the entire period of this agreement. Producer shall furnish Aegis General with a certificate of insurance evidencing such coverage.

Broker Bond and Compensation Disclosure Warranty: Producer hereby represents and warrants that Producer shall comply with all laws and regulations relating to state broker bond requirements and disclosure of broker compensation to insureds and potential insureds in all transactions under this Program Appointment. Any required state broker bond shall be maintained during the entire period of this agreement. Producer shall furnish Aegis General with a copy of the bond or confirmation of renewal showing the effective dates of the bond.

Producer shall remain the owner of the records and use and control of all Expirations upon termination of this Program Appointment or the Producer Agreement, except in the event of Producers death, cessation of business, incapacity, or where Producer abandons, grossly mismanages, or fails to service renewal and/or run-off business placed through Aegis General. In the case of Producer’s abandonment, gross mismanagement, or failure to service business, ownership of Expirations and records related thereto shall vest exclusively with Aegis General. “Expirations” shall mean the exclusive right to own and use applicant and/or insured information generated by Producer, including customer names, addresses, coverage terms and conditions in connection with the solicitation and placement of renewal business.

Producer’s submission of new or renewal business to Aegis General under the Program(s) listed in this Addendum constitutes Producer’s automatic acceptance of this modification to the Producer Agreement, including all conditions, restrictions, commission rate(s), underwriting guidelines, requirements, and limitations specific to the Program(s) listed herein. Where Producer’s authority to market one or more Programs identified in this Addendum is terminated, Producer agrees to immediately discontinue solicitation of new business and shall not submit applications for said Program(s).

This addendum shall be effective upon issuance of a Producer Code by Aegis General and shall remain in force until modified, terminated or replaced by Aegis General.

AGIS GENERAL INSURANCE AGENCY INC

By: 
Bob Kimmel, President

www.aegisgeneral.com

Aegis General Insurance Agency Inc

PO Box 889004, San Diego, CA 92168 – 9004 | CA License 0166850

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.