



*Direct***Benefits**

AN ALERA GROUP COMPANY

# FlexBenefits Contracting Paperwork

Please complete and return to  
**[concierge@directbenefits.com](mailto:concierge@directbenefits.com)**

For any questions please call  
**800-620-5010** option #4



# Producer Onboarding Forms

This packets consists of:

- FlexBenefits.co LLC Producer Agreement
- Assignment of Commission
- Direct Deposit Authorization
- W-9

All information must be filled in, signed, and dated as indicated.

Birth Date\*

NPN\*

Contact Information

Street Address\*

City\*

State\*

Zip Code\*

Email\*

Phone\*

Cell Phone

Are you currently appointment with Companion Life Insurance Company? Yes

(If no, please watch for an email from Companion Life Insurance Company directing you to their Agent Sync onboarding process.)

Please indicate the states you are requesting appointment in.

AL	AK	AZ	AR	CA	CO	CT	DE	DC	FL	GA
HI	ID	IL	IN	IA	KS	KY	LA	ME	MD	MA
MI	MN	MS	MO	MT	NE	NV	NH	NJ	NM	NY
NC	ND	OH	OK	OR	PA	RI	SC	SD	TN	TX
UT	VT	VA	WA	WV	WI	WY				

Do you carry Errors and Omissions Protection?  Yes  No

If you have any questions regarding the agent contracting forms, contact FlexBenefits.co at 866-390-FLEX (3539) or Email: [contracting@flexbenefits.co](mailto:contracting@flexbenefits.co).

If yes, please provide carrier:

**CERTIFICATION/AUTHORIZATION**

All appointed agents must comply with all insurance laws, regulations, and insurance department bulletins in the jurisdictions in which he is appointed. The applicant may not use, distribute, or publish any advertisement (as defined by the laws of the jurisdiction for which the applicant is appointed), solicitation material, or proposal that references the Insurance Company which has not been filed with and approved in writing by the Insurance Company. The applicant may not use, distribute, or publish any advertisement (as defined by the laws of the jurisdiction for which the applicant is appointed), solicitation material, or proposal that references any insurance company that FlexBenefits.co, LLC has a contract with, unless approved by that insurance company. The applicant agrees to assist and cooperate with the Insurance Company regarding all insurance department inquiries, complaints, or investigations. The applicant agrees to assist and cooperate with any other insurance company regarding any inquiries related to that company.

I agree to receive information and marketing texts/SMS from FlexBenefits.co. Message and Data rates may apply. Text STOP to unsubscribe from messages at any time. Email or call agent contracting for help. Terms and Conditions

I have read and agree. Initials:



## PRODUCER AGREEMENT

Producer's Name:

Producer NPN Number

Date

1) **Definitions.** The following terms have the following meanings in this Producer Agreement:

- a) "Payor" means an insurance carrier issuing an insurance policy or certificate of coverage under which insurance benefits are provided that has engaged FlexBenefits.co, LLC to provide administrative or marketing services related to such policy or certificate of coverage.
- b) "Company" means FlexBenefits.co, LLC and any of its Affiliates, and/or its designee as applicable. c) "Affiliates" means any other entity controlling, controlled by, or under common control with Company. d) "Agreement" means this Agreement and any schedule, appendix or supplement that may be included as part of this Agreement now or in the future.
- e) "Producer" means the person authorized to solicit and procure applications for the insurance programs administered by the Company who is named above and who executed this Agreement.
- f) "Sub-producer" means an individual employed by or under contract with a Producer to solicit, negotiate, sell or place insurance business.

2) **Solicitation.** Subject to the authority granted to Company by each Payor, Company hereby authorizes Producer to solicit and procure applications for the insurance programs identified in each schedule attached hereto, on a non-territorial, non-exclusive basis, subject to the terms and conditions of this Agreement.

3) **Relationship of the Parties.** Company and Producer each agree that:

- a) Producer is an independent contractor and this Agreement does not create a relationship of employer/employee, principal/agent, or any other similar relationship between Company and the Producer.
- b) Producer acknowledges that he/she is not to be considered an agent or representative of Company or Payor and that he/she will not expressly or impliedly represent himself/herself as such.
- c) Except where state law requires otherwise, Producer is an independent insurance agent representing Producer's clients.

4) **Producer's Responsibilities.** Producer agrees to:

- a) Solicit applications for insurance policies and certificates of coverage issued by Payor or Company on behalf of Payor; assist applicants to truthfully and accurately complete their respective applications for insurance coverage; and submit such applications to Company promptly upon receipt of such applications from applicants.
- b) Remit all gross premiums and/or policy fees received or collected by Producer promptly to Company with a full and detailed statement.
- c) Refrain from accepting any premium from any applicant or insured with the exception of the initial premium and applicable fees collected with the application for coverage.
- d) Strictly comply with all underwriting rules, regulations and instructions contained in the rate books, manuals or any other written material of any Payor with which Producer is appointed, and to observe and comply with the insurance laws and regulations of the state or states in which Producer operates. In the event there is a dispute between the parties hereto as to the interpretation of Payor's regulations or instructions, Company in its sole discretion shall resolve any such dispute.
- e) Provide prompt, courteous service to certificate / policy holders.
- f) Pay (without reimbursement from Company) all Producer license fees and/or any other related fees or taxes whether billed to Company or Producer.
- g) Provide Company with evidence of E & O coverage in such amounts and with such carriers as is reasonably acceptable to Company, if requested to do so.

- h) Obtain prior written or electronic approval from Company of all marketing materials, application forms, and advertising, used by Producer in connection with this Agreement.
- i) Remit an annual administrative processing fee to Company in the amount of \$20.00. Company may deduct this annual administrative processing fee automatically from Producer's commissions.
- j) Maintain current mailing address and contact information for Company's benefit.
- k) Keep records in such form as is reasonably required by Company and/or required under applicable laws and regulations.

**5) Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:

- a) Bind Company or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by Company.
- b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
- c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.

**6) Representations and Warranties.** Producer represents and warrants as follows:

- a) Producer is currently licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
- b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.

**7) Materials and Records**

- a) All Company materials provided to Producer, including, without limitation, programs, manuals, tapes, guidelines and any other information pertaining to Company's marketing methods, leads, or the products of Payors with which the Producer is appointed, or their content, if developed by Company, shall remain the sole and exclusive property of Company.
- b) Producer's accounts, ledger, correspondence and other records pertaining to this Agreement shall be retained by Producer as required by applicable law, and open for inspection by authorized representatives of Company.
- c) The parties agree that information and materials described in this section and otherwise provided by Company derive independent economic value from not being generally known to other persons, and thereby constitute trade secrets. As such, Producer agrees to maintain the confidentiality of such information and materials, except where such materials are designed for release to other persons.

**8) Compensation.** Company and Producer each agree that:

- a) Company will pay compensation to Producer on behalf of Payors in accordance with the Compensation Schedule(s) attached hereto.
- b) Company may, upon 30 days prior written notice, change or terminate said Compensation Schedule(s), or add additional new policy forms or requirements and establish the rates of compensation thereon, or withdraw forms.
- c) Commission, as defined in the Compensation Schedule(s), is vested and payable after termination of this Agreement until the earlier of a) three years from the date of termination of this Agreement, or b) the date on which the monthly compensation amount due is less than \$24.
- d) The schedule of any renewal compensation set forth on the Compensation Schedule(s) begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and Producer is recognized as the agent of record by the policy holder.
- e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies and certificates of coverage.
- f) Company will not issue payment to Producer for compensation less than \$24. The compensation balance will be retained by Company until amount payable exceeds the \$24 minimum.
- g) If Company for any reason refunds any premium or part of a premium on any policy, any compensation paid Producer on the amount refunded shall be repaid to Company by Producer.
- h) Company may offset against any compensation due Producer hereunder (including, without limitation, any commissions and/or other compensation) any amounts due Company or Affiliates which may become due at any time from Producer, and such amounts shall be a first lien against the compensation due Producer under this Agreement.
- i) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of Company, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
- j) In the event that this Agreement is terminated pursuant to Section 10 or any condition set forth in Section 10 (b)(iv) or (v) (vi) therein occurs after termination, all of Producer's rights under this Agreement, including Producer's rights to any

compensation to which Producer might otherwise become entitled shall terminate effective as of the termination of this Agreement.

k) Compensation received during a calendar year will be reflected on that year's annual 1099 tax form provided to Producer by Company.

9) **Indebtedness.** Company and Producer each agree that:

a) Pursuant to the execution of this Agreement and for value received, Producer hereby promises and agrees to re-pay Company in full any indebtedness resulting from any and all special advances, charge-backs, dues, interest or any other charges owed by Producer to Company. Company has the right to charge and collect interest on debit balances attributable to and owed by Producer. Company, its successors and/or assigns, is hereby granted a complete, unconditional, and automatic first lien on any monies due or to become due under this Agreement and Company may deduct such amounts from any monies due Producer as provided in Section 8 (g) hereof.

b) It is agreed that the unpaid balance owed shall accrue interest at the interest rate set forth in the attached Compensation Schedule. Company reserves the right to adjust the interest rate upon 30 days advance notice. c) Producer hereby unconditionally guarantees to Company the full and timely payment of any and all moneys owed to Company by any Sub-producers of Producer whether directly or indirectly contracted with Company and/or appointed where Producer is receiving a commission override.

d) Upon termination of this Agreement for any reason, Producer agrees to immediately pay any debit balance owed to Company, in full, upon demand by Company. After the debit balance has been fully satisfied, the remainder of any Producer commissions or service fees will be paid to Producer as earned.

e) The Company reserves the right, without limitation or notice, to modify or terminate the amount of any advance commission paid to Producer.

f) This entire Section 9 shall survive the termination of this Agreement. It is further agreed that in the event it becomes necessary to enforce payment of this indebtedness through legal action, Producer agrees to bear the reasonable legal expenses, attorney fees and court costs incurred by Company.

10) **Termination.** Company and Producer each agree that:

a) This Agreement, together with any addenda hereto, shall continue until terminated by either party pursuant to this section.

b) This Agreement, together with any addenda hereto, shall terminate:

i) Thirty days following written notice by either party mailed to the last known address of such other party. ii) Automatically without any notice upon Producer's death, or total permanent disability.

iii) Automatically at time of appointment renewal if the Producer has not placed any new business with Company in the last 12 months.

iv) Immediately upon notice from Company to Producer for any act of dishonesty, fraud or breach of any of the terms of this Agreement as determined at the Company's sole discretion.

v) Automatically without any notice upon revocation, termination or non-renewal of Producer's license. vi) If attempt is made by Company to contact Producer in writing or via e-mail at last known mailing or e-mail address and Producer fails to reply within 60 days of such attempt, in which event Company shall have the right to retain all future commissions of such Producer and such Producer shall forfeit any and all right to such commissions.

11) **Assignment.** No assignment of this Agreement or of any compensation due or to become due shall be valid unless approved in advance in writing by Company. Any assignment shall be subject to any existing or future indebtedness to Company by Producer.

12) **Agent Appointment.** Producer is responsible for costs associated with his/her appointment as determined by each Payor. Company will not pay or advance on behalf of Producer such fees to any Payor. Producer agrees to pay for all such required appointment and / or state fees prior to appointment.

13) **Liability.** Producer shall indemnify Company for, and hold Company harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that Company may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.

14) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.

15) **Company Rights** Company specifically reserves the right to:

a) Cease doing business in any state upon 30 days' prior written notice to Producer.

- b) Approve all transfers of reporting hierarchies prior to the effective date of the requested change.
- c) Discontinue or withdraw any plan of insurance.
- d) Amend this Agreement with 30 days' notice at Company's sole discretion.

16) **Indemnification.** Producer shall indemnify and hold Company, Payor, and any of their employees, officers, directors, agents or representatives (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, claims, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel, arising in connection with, or incident to any breach or violation of any covenant or agreement contained in this Agreement or otherwise arising out of any of the transactions contemplated by this Agreement. Producer shall notify Company in writing within five (5) days of Producer becoming aware of any legal or administrative proceeding that involves or could potentially involve an Indemnified Party in any manner whatsoever. Company may, in its sole and absolute discretion, determine whether to defend or settle any such claim. Company will be entitled to offset any losses that are the subject of pending or unresolved indemnification claims against any and all payments due to Producer pursuant to this Agreement.

17) **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Arizona, without regard to conflicts of law principles, and any interpretation of the language, intent, performance or obligation of this Contract shall be determined in accordance with the laws of the State of Arizona. This Contract is performable in Maricopa County, Arizona, and any suit, action or proceeding by either party to this Agreement must be initiated and brought in Maricopa County, Arizona. All sums or amounts due or to become due to either party hereto are payable in Phoenix, Arizona.

18) **Arbitration.** Except as otherwise set forth herein, all disputes, controversies, or differences, whether arising or commencing during or subsequent to the term hereof, which may arise among the parties out of or in relation to or in connection with this Agreement which cannot be settled among the parties pursuant to the terms of this Agreement (including postponing settlement of such issue) shall be settled by arbitration in Phoenix, Arizona, before an arbitrator of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration shall be final and binding and shall be limited to an interpretation and application of the provisions of this Agreement. Any arbitration award shall be enforceable in any court, wherever located, having jurisdiction over the party against whom the award was rendered. With respect to any such arbitration or enforcement proceedings, each party thereto shall bear its respective attorneys' fees and all other costs and expenses associated with such arbitration, except as otherwise provided by law or rule and as directed by the arbitrator.

19) **Entire Agreement.** Producer understands and agrees that:

- a) This Agreement is the entire agreement between the parties hereto and supersedes any and all previous contracts and agreements between Producer and Company.
- b) This Agreement is effective as of the date executed by Company below.
- c) Any schedule, appendix or supplement issued at a later date shall become effective at such later date as specified.
- d) Failure of Company to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
- e) No oral promises or representations shall be binding, nor shall this Agreement be modified except by agreement in writing, executed by Company, except as otherwise set forth herein.
- f) This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one original Agreement.

**Accepted by Producer**

**Accepted By FlexBenefits.co LLC**

Printed Name:

Printed Name: Jeffrey Smedsrud  
Authorized Signatory

Producer  
Signature

Signature:



Date





**Addendum to FlexBenefits Producer Agreement**

The Compensation Schedule to the Producer Agreement identifies the (1) product(s) that Producer is authorized to solicit and procure applications; and (2) compensation applicable to each product(s). FlexBenefits.co LLC and Producer agree that this Compensation Schedule is subject to all the terms and conditions of the Producer Agreement which this Compensation shall be made a part thereof. This Compensation Schedule shall govern in the event of a conflict between the Compensation Schedule and the Producer Agreement.

EFFECTIVE DATE: 10/15/2024

**FLEXBENEFITS PLANS** (underwritten by Companion Life Insurance Company)

All States*	36% First Year 5% Renewal Years
*Except MS/TN/UT/CO/DE/MI/MN/ND/NE/OH	
MS/TN/UT	34% First Year 4% Renewal Years
CO/DE/MI/MN/ND/NE/OH	16% First Year 2% Renewal Years

**FLEX MEMBERSHIP PLANS**

FLEX 1	FLEX 2	FLEX 3
N/A	40%	40%

Not all products are available in all states.

Commission is based on collected premium, less the one-time enrollment fee, monthly administrative fee, credit card surcharge, and any other applicable fees except to the extent any of the forgoing are required by the state. The maximum commission percentage payable hereunder, will be adjusted as required by applicable state law. Compensation for the membership plans is based on collected fees less an administrative fee.

Commission percentages shown in this Compensation Schedule shall be reduced by any commission(s)/fee(s) paid to Producer and/or any Sub-producer. Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents, or employees of Producer except as enumerated in this Compensation Schedule.

Flex Benefits.co LLC may, in its sole discretion, amend, adjust, change, or terminate the Compensation Schedule in accordance with the terms of the Producer Agreement.

This Compensation Schedule shall supersede any prior schedules agreed to by the Parties whether orally or written as long a proper notice of ay termination or changes, amendments or adjustments to any prior schedule(s) was provided by FlexBenefits.co LLC in accordance with the terms of the Producer Agreement.

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective \_\_\_\_\_ (“Effective Date”), is entered into by and between Flexbenefits.co, LLC (“Covered Entity”) and \_\_\_\_\_ and its affiliates (“Business Associate”) (each a “Party” and collectively the “Parties”).

Whereas, Covered Entity and Business Associate are contemplating or have a business relationship pursuant to which Business Associate provides certain services for Covered Entity (the “Services”).

Whereas, Business Associate may use, disclose, receive, transmit, or create from or on behalf of Covered Entity, protected health information (“PHI”) as defined by the Privacy Rule.

Whereas, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), and as implemented by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”).

Whereas, this Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled.

The Parties agree as follows:

### 1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule, HIPAA and HITECH.

### 2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, or violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security;

(b) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains

reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(e) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(f) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within ten (10) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting;

(g) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within ten (10) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### **4. TERMS AND TERMINATION**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### **5. MISCELLANEOUS**

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH, Privacy or Security Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

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If to Covered Entity, to:

Flexbenefits.co, LLC  
403 S. Union,  
Fergus Falls, MN 56537  
Attn: Brian Dow

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.


5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of Florida; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows the Parties to comply with the Privacy Rule, and, if applicable, the Security Rule.

5.7 Indemnification. In the event of any action arising out of this Agreement, the prevailing party shall be indemnified and held harmless by the other party from and against any costs or expenses incurred by it in connection with such action, including without limitation reasonable attorneys' fees.

5.8 Informal Resolution. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

*[signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

<p>Flexbenefits.co, LLC</p> <p>By: </p> <p>Print Name: Jeffery Smedsrud Print Title: Authorized Signatory Date:</p>	<p>By:</p> <p>Print Name: Print Title: Date:</p>
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FLEXBENEFITS.co LLC

**Assignment of Commission Form**

I direct my compensation to be made payable as follows:

- Myself and my Social Security Number
- Agency and Tax Identification Number

Agent Name: \_\_\_\_\_ SSN \_\_\_\_\_

Agency Name: \_\_\_\_\_ TIN \_\_\_\_\_

Agency NPN: \_\_\_\_\_

Which address is to be used for mailing purposes?

- Home address
- Business Address

Address: \_\_\_\_\_ Ste/Apt \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



NPN# \_\_\_\_\_

### Direct Deposit Authorization Form

This authorizes FlexBenefits.co, LLC or The Loomis Company on behalf of FlexBenefits.co, LLC to send credit entries (and appropriate debit and adjustment entries) electronically, or by any other commercially accepted method, to my (our) account indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

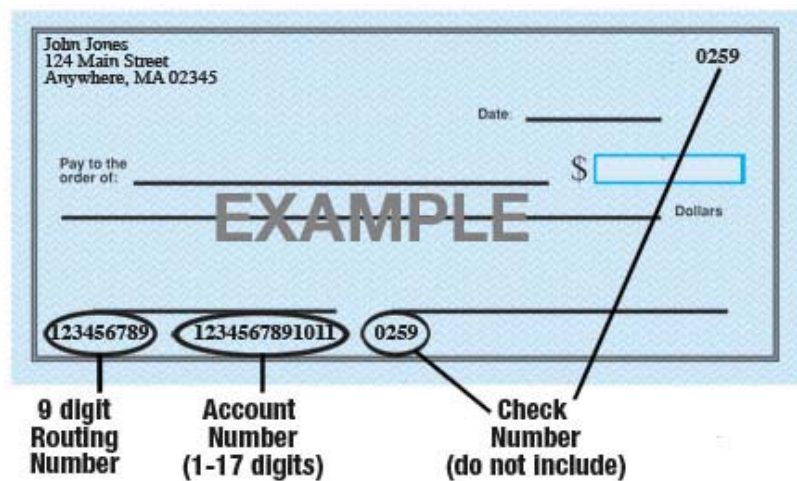
Please print and complete **ALL** information below.

Individual Name or Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_



Name of Bank: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Account #: \_\_\_\_\_

Type of Account:  Checking  Savings (Check One)

**You may attach a voided check for the bank account to which funds should be deposited.**

FlexBenefits.co, LLC is hereby authorized to directly deposit my check to the account listed above. This authorization will remain in effect until FlexBenefits.co, LLC has received a written termination notice

Authorized Signature: \_\_\_\_\_

Print Name/Title (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		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>
	<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) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

## 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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*

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*, later, for further information.

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "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.

<sup>4</sup> 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.