



SALES PARTNER GENERAL AGREEMENT

This Sales Partner General Agreement (hereinafter referred to as "Agreement") is made and entered into this _____, day of _____, 201_, by and between New Era Lending LLC/ Smart Business Funding and/or its affiliates and assigns (hereinafter referred to as "SBF"), located at 601 Ocean Parkway Suite 8E Brooklyn, N.Y 11218, and

_____, (hereinafter referred to as "Sales Partner")

located at: _____.

WHEREAS SBF offers cash advance funding programs ("Programs") where commercial businesses ("Merchants") are offered the opportunity to sell in the present their future receivables at a discount to SBF via an SBF Merchant Cash Advance Agreement; and

WHEREAS, Sales Partner wishes to market SBF' Products and Programs to Merchants subject to the terms and conditions outlined herein,

THEREFORE SBF AND SALES PARTNER AGREE TO TERMS:

In consideration of the premises and of the natural covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement or in the performance thereof shall be construed to create any partnership, joint venture, or relationship of principal, agent of employer and/or employee between SBF and Sales Partner or any of their affiliates or subsidiaries. Sales Partner shall remain an independent contractor as defined by law and the IRS. Furthermore, Sales Partner acknowledges that they shall be solely responsible for the purchase and maintenance of employment and/or workers compensation insurance coverage related to their employees and that SBF shall have no responsibility for any such coverage.
2. **SALES OFFICE.** Sales Partner shall be responsible for establishing their own sales office, independent of SBF's offices, for the purpose of marketing SBF merchant funding products and other programs at their sole expense.
3. **OPERATION EXPENSES.** Sales Partner shall be responsible for all expenses, without limitation, in conjunction with the operation of its office and its business including the computation and payment of all sales commissions earned by its sub-agents and/or sales representatives, if any, as a result of their sales. Sales Partner specifically acknowledges that SBF shall not be liable in any manner for any payments due from Sales Partner to any person for any reason. Further, Sales Partner shall be responsible for managing the activities of any such agents or sales representatives and for any action by any such agents or representatives taken in conjunction with the sale of SBF's programs.
4. **ACCOUNTING.** SBF shall be responsible for the accounting of all Merchant Cash Advance Agreements procured by Sales Partner and related commission payments, as well as production of IRS Form 1099 in the name and tax number of Sales Partner. Sales Partner shall be responsible for the accounting and production of IRS Form 1099 at year-end for all commissions paid directly by Sales Partner to its sales associates, if any, throughout the year. All earnings paid directly by SBF to Sales Partner shall be paid on a 1099 basis and SBF will issue IRS Form 1099 for these earnings. All compensation must be paid directly to Sales Partner as signed above and below. SBF will not pay Sales Partner through a third party.
5. **NON-EXCLUSIVITY.** The relationship created by this Agreement is non-exclusive. Under no circumstances shall this Agreement limit the right of Sales Partner to solicit Merchants to offer Programs, products or services of third parties, or solicit entities other than Merchants to offer them credit card or debit card processing services or other products and services of third parties.
6. **MERCHANT CASH ADVANCE AGREEMENT.** SBF shall supply the form of Merchant Cash Advance Agreement that Sales Partner will present to potential Merchants. A Merchant Cash Advance Agreement shall be defined as the single document governing the terms and conditions of the purchase of a referred Merchant's future credit card receivables. Sales Partner's are compensated according to the designated compensation level as indicated in Sales Partner Commission Schedule "A" (Schedule A) for the funded Merchant Cash Advance Agreement.

7. **APPROVAL AND OR TERMINATION OF MERCHANT.** SBF shall have the absolute right to accept or decline any merchant presented for approval. In addition, SBF shall have the right to terminate the agreement with any Merchant if Merchant breaches any provision of the Bankcard Agreement or the SBF Merchant Cash Advance Agreement.
8. **OWNERSHIP OF RELATIONSHIP.** Sales Partner is referring Merchants to SBF for consideration and agrees that SBF retains ownership of the relationship with referred Merchants in all things related to Merchant Cash Advance Agreements. Sales Partner will not interfere nor impede SBF in securing new or renewal Merchant Cash Advance Agreements from any Merchant.
9. **CLOSING PERIOD.** It is agreed that Sales Partner will be given Thirty (30) days from the day a referred Merchant is classified by SBF as Approved, Approved Pending or Pending to close the sale of a referred Merchant. After the thirty day period has elapsed the merchant will be classified as in Buyer's Remorse and may be closed by any sales entity in good standing with SBF. No commissions will be owed to the undersigned Sales Partner after the thirty day closing period should another sales entity close the deal.
10. **MARKETING AREAS.** All SBF marketing areas are non-exclusive and open.
11. **NEW PRODUCT MARKETING.** SBF retains the right to market existing, add-on or any newly developed products to Sales Partner referred merchants with compensation as described under separate agreement(s).
12. **TERM OF AGREEMENT.** This Agreement will be effective as of the date and year first above written and will continue indefinitely thereafter unless terminated by either party upon written notice, with or without cause. Either party may terminate this Agreement without cause upon 30 days prior written notice to the other party at the address stated herein except for cause, in which case termination shall be effective upon receipt of such notice. If SBF terminates this Agreement without cause, Sales Partner will receive all commissions or residuals as noted in Schedule A or any amendments thereto. As SBF Merchant Cash Advance Agreements have various terms, at the end of such terms, SBF may seek renewals of these agreements or seek alternative relationships to engage merchants with subsequent Merchant Cash Advance Agreements. As such, Sales Partner shall continue to be paid commission or residuals in respect of all their referred Merchants regardless of whether SBF elects to change advance suppliers or disposes of its rights in Merchants or SBF Merchant Cash Advance Agreements.
13. **CAUSE FOR TERMINATION.** This Agreement may be terminated additionally and immediately by SBF for cause. Termination for cause reasons include, but are not limited to, material breach by Sales Partner of terms of this Agreement that remains uncured for thirty (30) days following notice thereof to Sales Partner, misfeasance, malfeasance, tortious interference of an active Merchant Cash Advance Agreement between SBF and Merchant, or breach of the Mutual Non-Disclosure Agreement below. A sales partner seeking to transfer or shop a merchant currently active with SBF to another cash advance, factoring or other finance company, or facilitates a secondary (i.e. "Grasshopper") financing on an active contract, shall also be deemed a breach of this agreement. In all the aforementioned cases, all merchant relationships shall remain with SBF for the term of SBF's Merchant Cash Advance Agreement. If SBF terminates this agreement for fraud or intentional wrongdoing by Sales Partner; Sales Partner shall forfeit all rights it has to receive all future commissions or residuals from merchant accounts and shall be liable to SBF for any losses, expenses or other damages SBF may have suffered as a result of Sales Partners actions. In the event SBF is forced to engage legal counsel or commence litigation to protect its rights the Sales Partner will be responsible for all legal and litigation costs.
14. **ASSIGNABILITY.** With the written permission of SBF, Sales Partner may from time to time delegate duties under Agreement to subsidiaries, provided however, that Sales Partner shall remain liable to SBF for any such duties and obligations. In the event that Sales Partner seeks to sell or transfer their business, SBF reserves the right to approve the buyer, with assignment of the Agreement not to be unreasonably withheld or delayed. SBF may subcontract, sublicense, assign, license, franchise or transfer to any third party any right, duty or obligation SBF has in connection with this Agreement without the consent or prior approval of Sales Partner.
15. **SEVERABILITY.** If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements or provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.
16. **SURVIVAL.** The obligations of all parties hereto incurred prior to the effective date of termination of this Agreement, including in particular the Mutual Non-disclosure Agreement, included herein, shall survive termination of this Agreement.
17. **AMENDMENT NOTIFICATION.** SBF reserves the right to make adjustments or changes to any published products, products offered, factor rates and theoretical turns, with or without written notification to Sales Partner, provided that no such changes shall be made unless they apply to all agents of SBF and are on account of actual and documented changes in costs to SBF. Unless otherwise specifically provided for herein, this Agreement may not be amended or modified in any other respect except in writing and duly executed by both parties.

18. **NOTICES AND RETURN OF AGENT COMPENSATION.** Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be mailed by certified mail, facsimile, email or other electronic communication, including text message, to the respective parties at the addresses mentioned herein. Notices shall be deemed to be given when so mailed.

- a) **RETURN OF AGENT COMPENSATION:** If within 30 business days after SBF funds a Merchant Program, the merchant referred by Agent defaults or materially falls below expected performance (NSF, merchant blocks account, merchant changes bank accounts), the Agent shall immediately return to SBF the Compensation paid to Agent with respect to that merchant. The Agent authorizes SBF to debit any amount of Compensation owed to SBF from Agent's bank account via ACH without prior notice.

b) BONUSES AND EXTRA COMMISSIONS:

Smart Business Funding has an exciting bonus structure. Every month we have a different incentive bonus on top of commissions. The details will be emailed to all agents. For additional information regarding bonuses, please email: info@smartbusinessfunder.com.

NOTIFICATION OF ADDRESS CHANGE. Sales Partner will notify SBF promptly if Sales Partner moves or otherwise has a change of address. Notice of address changes are to be sent to the following address:

If to SBF:

Smart Business Funding
601 Ocean Parkway #8E Brooklyn NY
11218

If to SALES PARTNER:

19. **WAIVERS.** No failure or delay by either party in exercising any of its rights hereunder shall operate as a waiver thereof or prevent either party from demanding strict compliance thereof. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
20. **LEGAL ACTION.** The parties agree that any breach of the Mutual Non-disclosure Agreement, incorporated below would subject either party to irreparable harm for which money damages would not be a sufficient remedy. Accordingly, the parties agree that the injured party shall be entitled to injunctive or other equitable relief in addition to any other remedies that may be available to it at law or under the terms of this Agreement. Should either party institute legal action, whether at law or in equity, arbitration or mediation, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party all costs and reasonable attorney's fees, including, but not limited to fees for trial and appeals or other legal proceedings. The parties consent to the jurisdiction of the New York Courts. This Agreement shall be interpreted according to the courts of the State of New York.
21. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.
22. **MUTUAL INDEMNIFICATION.** Sales Partner and SBF shall indemnify and hold each other harmless from any and all claims, damages and liabilities, including attorney's fees and cost of defense, arising from the services performed by either party or either party's negligent or fraudulent acts or failure to act in performing this Agreement. Sales Partner and SBF warrant and represent that there has not and shall not be any disclosure of trade secrets or confidential competitor information to either party. Sales Partner and SBF further warrant and represent that they are not bound by any restrictive covenant or prior agreement with any third party which would prohibit either party from providing the services contemplated herein. Sales Partner and SBF also warrant and represent that they are not under any restrictive covenant or prior agreement affecting any merchant that they introduce to one another. In the event that Sales Partner or SBF is in fact bound by a restrictive covenant, Sales Partner or SBF indemnify the other party for all costs, expenses and legal fees pursuant to Paragraph 21 of this Agreement.
- a. Under no circumstances shall Sales Partner be liable for any fraud or other losses to SBF or any of its funding institutions under any SBF Merchant Cash Advance Agreement or on account of any Merchant. Under no circumstances shall the liability of Sales Partner hereunder exceed the amount of Commissions and Residuals actually received by the Sales Partner during the six (6) months prior to the event giving rise to liability.
 - b. Neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, special, speculative, lost profits, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if the party at fault has been advised of the possibility of such damages.
23. **MUTUAL NON DISCLOSURE AGREEMENT.**
- a) **Definition of Confidential Information.** "Confidential Information" means any information or compilation of information not generally known which relates to the disclosing party's existing or reasonably foreseeable business, including but not limited to technical data, trade secrets or know-how and information which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, regulatory information, business plans, agreements with third parties, services, customers and existing and potential customer lists, existing or potential suppliers, marketing or finances of the disclosing party. Information, regardless of its source or whether provided in writing or orally, shall be treated as Confidential Information if it would, under the circumstances, appear to a reasonable person to be confidential or proprietary and all information identified as being "confidential" or "trade secret" shall be presumed to be Confidential Information. Confidential Information does not include any of the foregoing items which: (i) prior to or after the time of disclosure becomes publicly known and made

generally available other than as a result of any improper action or inaction of the receiving party; (ii) is approved in advance by the disclosing party, in writing, for release; (iii) is required to be disclosed in relation to the tax treatment and structure of the subject matter of this Mutual Non-disclosure Agreement; or (iv) is required to be disclosed by applicable law or proper legal, governmental or other competent authority, provided that the party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek an appropriate protective order (or equivalent) with respect to such disclosure, with which the other party shall fully comply; and provided further that in the event such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

- b) **Non-disclosure of Confidential Information.** SBF and Sales Partner each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, a Merchant Cash Advance Agreement Transaction

“Transaction”. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors,

officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Transaction. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Mutual Non-disclosure Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to notify the other in writing of any misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party, which may come to the receiving party’s attention.

- c) **Return of Materials.** Any materials or documents that have been furnished by one party to the other in connection with the Transaction shall be promptly returned by the receiving party, accompanied by all copies of such documentation, within ten (10) days after (i) the Transaction has been rejected or concluded or (ii) the written request of the disclosing party.
- d) **No Rights Granted.** Nothing in this Mutual Non-disclosure Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Mutual Non-disclosure Agreement grant either party any rights in or to the other party’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the proposed Transaction.
- e) **Successors and Assigns.** The terms and conditions of this Mutual Non-disclosure Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that neither this Mutual Non-disclosure Agreement nor any Confidential Information of either party may be assigned without the prior written consent of the other party unless the assignee shall be the successor entity to the assignor upon: (i) the sale of all or substantially all of the assets or stock of the assignor, (ii) the acquisition by or merger with or into another company of the assignor or (iii) dissolution of the assignor in its present form. Nothing in this Mutual Non-disclosure Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Mutual Non-disclosure Agreement, except as expressly provided in this Mutual Non-disclosure Agreement..
- f) **Remedies; Indemnification.** SBF and Sales Partner each agree that their obligations set forth in this Mutual Non-disclosure Agreement are necessary and reasonable in order to protect the disclosing party and its business. SBF and Sales Partner each expressly agree that, due to the unique nature of the disclosing party’s Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Mutual Non-disclosure Agreement. Accordingly, SBF and Sales Partner each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled (i) to obtain injunctive relief against the threatened breach of this Mutual Non-disclosure Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages, and (ii) to be indemnified by the receiving party from any loss or harm, including but not limited to attorney’s fees, arising out of or in connection with any breach or enforcement of the receiving party’s obligations under this Mutual Non-disclosure Agreement or the unauthorized use or disclosure of the disclosing party’s Confidential Information.

24. **COMMISSION SCHEDULE A.** Subject to the terms of the Sales Partner General Agreement, which is incorporated herein, Smart Business Funding (“SBF”) and the below signed Sales Partner agree that Sales Partner’s compensation for referral of Merchants for new Merchant Cash Advance Agreements and Renewal Merchant Cash Advance Agreements procured by the Sales Partner and funded by SBF shall be as follows:

FACTOR RATES	APPROXIMATE THEORETICAL TURN	NEW DEAL UP-FRONT COMMISSION	RENEWAL DEAL COMMISSION

- a) **ADJUSTMENTS TO COMMISSION SCHEDULE.** SBF may, at its sole discretion, in writing or verbally, elect to adjust factor rates and/or commissions for special competitive situations. Said adjustments are to be considered a special exception and not a change in SBF commission and/or factor rate policies.
- b) **MERCHANT CASH ADVANCE AGREEMENT.** A Merchant Cash Advance Agreement is the purchase agreement used by SBF to facilitate funding to a Merchant. Commissions and Residuals will be paid to Sales Partner for funded New and Renewal Merchant Cash Advance Agreements for Merchants referred to SBF by Sales Partner.
- A New Merchant Cash Advance Agreement is defined as the initial Merchant Cash Advance Agreement written for funding of a Merchant Cash Advance as governed by the terms and conditions described herein.
 - A Renewal Merchant Cash Advance Agreement is an agreement for a Merchant Cash Advance written subsequent to a New Merchant Cash Advance Agreement, with the terms and conditions described herein.
 - A funded Merchant Cash Advance Agreement is defined as a Merchant Cash Advance Agreement that was procured by Sales Partner, submitted to SBF for approval and funding was dispersed to a Merchant for an agreed upon amount.
- c) **UP-FRONT COMMISSION.** Up-front Commission is defined as the percentage earned by Sales Partner once an approved Merchant Cash Advance Agreement and funding was dispersed to a Merchant for an agreed upon amount. Up-front Commission will be based on the Receipts Purchased by SBF under the terms of the Merchant Cash Advance Agreement.
- d) **RESIDUAL COMMISSION.** Residual Commission is defined as the percentage paid monthly to Sales Partner on the pro rata portion of contracted Receipts Purchased recovered from Merchant each month. Residual Commission is based on the Receipts Purchased by SBF under the terms of the Merchant Cash Advance Agreement. During this recovery period, Sales Partner would be paid according to the Commission Schedule above.
- e) **RECEIPTS PURCHASED.** All Commissions and Residuals will be paid on the contracted amount of Receipts Purchased, also known as the Right to Receive (RTR) amount on the Merchant Cash Advance Agreement. Commissions will be paid on funded Merchant Cash Advance Agreements only.
- f) **UP-FRONT COMMISSION PAYMENT.** Up-front commissions on New Merchant Cash Advance Agreements originated by Sales Partner will be paid to Sales Partner within 5 business days of Merchant’s receipt of funds from SBF. Payments will be made via ACH (direct deposit) into Sales Partner’s designated account.
- g) **COMMISSIONS, UP-FRONT AND RESIDUAL DEFINED.** Sales Partner will receive Up-front and Residual Commissions based the product and the factor rate negotiated. Full commissions are paid only when a product’s full factor rate is applied. Sales Partner’s commissions will be lowered as the Factor Rate is discounted for a given product.
- h) **WEEKENDS AND HOLIDAYS.** If any scheduled payment falls on a weekend or holiday, payment will be made

- i) **PROCESSOR CONVERSION.** It is preferred that the Merchant's credit card processing be converted to an SBF primary or friendly processor (see processor list in Addendum A).
- j) **BRIDGE ACCOUNT CHARGE.** A Bridge Account Fee will be charged to the Merchant if the Merchant cannot or will not convert their processing to an SBF processor relationship.
- k) **AGED ACCOUNT MERCHANTS.** A Merchant is deemed an Aged Account Merchant when the Merchant has paid the entire RTR balance on its last Merchant Cash Advance Agreement and goes ninety one (91) days with a zero balance on SBF's books. Any Merchant Cash Advance Agreement consummated with an Aged Account Merchant will be considered a new Merchant Cash Advance Agreement and Sales Partner will be eligible for payment of an Up-front Commission. Once a Merchant has had a zero balance for more than (3) months, the Merchant may be re-signed by anyone.
- l) **RENEWALS.** A Renewal occurs when a Merchant is funded additional money during an existing Merchant Cash Advance Agreement or within six months of attaining a zero balance on their previous Merchant Cash Advance Agreement. SBF reserves the right to promote the Renewal process and it will compensate Sales Partner according to the commission schedule above.
- m) **EARLY RENEWAL MERCHANT CASH ADVANCE AGREEMENT RESIDUALS.** Qualifying Merchants may be able to receive additional funding prior to paying off an active Merchant Cash Advance Agreement. Because of the differences in residual commissions paid on new Merchant Cash Advance Agreements compared to a Renewal Merchant Cash Advance Agreement, contingencies must be made accordingly:
 - a. The Residual Commission percentage being paid to Sales Partner on the previous Merchant Cash Advance Agreement will continue to be paid on the amount equal to any outstanding RTR balance from that Merchant Cash Advance Agreement.
 - b. Once the Residual Commission has been paid on any outstanding RTR balance from the Merchant's previous Merchant Cash Advance Agreement, the prevailing Renewal Residual Commission listed above will be paid on the new receipts purchase balance.
 - i. Example: Merchant has an outstanding RTR balance of \$20,000 on an existing Merchant Cash Advance Agreement for which Sales Partner was receiving a 2% residual. SBF offers an additional \$70,000 in funding for which the payback is \$97,230. For this example only, Sales Partner is to receive a 6% Renewal Residual Commission on the renewal RTR amount. Here's what Sales Partner receives:
 - 1. A Residual Commission of 2% will be paid first on the outstanding RTR balance of \$20,000 from the previous Merchant Cash Advance Agreement.
 - 2. A Renewal Residual Commission of 6% will then be paid on the new RTR of \$97,230 as it is collected.
- n) **RENEWAL RESIDUAL BUYOUT PROVISION.** At its sole discretion SBF may offer to buyout the Sales Partner's Renewal Commission Residuals at a 10% discount. Arrangements will be made under separate agreement and will become an addendum to Sales Partner General Agreement & Schedule A.
- o) **MERCHANT DEFAULT AND DELINQUENCY.** If Sales Partner referred Merchant materially falls below expected repayment performance (Merchant with which the collection of RTR is trending at 50% or less of the RTR SBF expected to collect during the retrieval timeframe) or in default of their Merchant Cash Advance Agreement with SBF, and is placed in collection status, further commissions and/or residuals to Sales Partner on Merchant will cease and will not be paid retroactive under any circumstance. In the event that Sales Partner is instrumental in returning Merchant to acceptable collection performance standards, SBF may elect to resume future residual commission payments to Sales Partner.
- p) **AMENDMENTS AND WAIVERS.** This Schedule A may be amended, with exception of products, factor rates and theoretical turn, only with the written consent of SBF and Sales Partner under the terms set forth in the Sales Partner General Agreement. All products, factor rates and theoretical turn can be adjusted with or without notice to Sales Partner. Any amendment or waiver affected in accordance with this Schedule A, and/or the Sales Partner General Agreement, shall be binding upon the parties and their respective successors and assigns.

This Agreement, the attached schedules and addendums are the product of both parties hereto, and constitutes the entire Agreement between such parties pertaining to the subject matter hereof, and merges with all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. By signing this Agreement the individuals doing so represent that they have the authority to do so and bind their respective companies.

SMART BUSINESS FUNDING:

By: _____

Title: _____

Date: _____

SALES PARTNER:

By: _____

Title: _____

Company: _____

Date: _____

Sales Partner Initials _____



Welcome to Smart Business Funding's Tier Commission and Pricing Structure

<u>Rate</u>	<u>Commission</u>	<u>Position</u>
1.28	.5%	1 st or 2 nd Position
1.29	1%	1 st or 2 nd Position
1.30	1.25%	1 st or 2 nd Position
1.31	1.50%	1 st or 2 nd Position
1.32	2%	1 st or 2 nd Position
1.33	2.5%	1 st or 2 nd Position
1.34	3%	1 st or 2 nd Position
1.35	4%	1 st or 2 nd Position
1.36	4.25%	1 st or 2 nd Position
1.37	5%	1 st or 2 nd Position
1.38	6%	1 st or 2 nd Position
1.39	7%	1 st or 2 nd position
1.40	8%	1 st – 3 rd position
1.41	8%	1 st – 3 rd position
1.42	8%	1 st – 3 rd position
1.43	9%	1 st – 3 rd position
1.44	9%	1 st – 3 rd Position
1.45-1.46	10%	1 st – 3 rd Position

All Commissions are on the funded amount

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"/> 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.

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.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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 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 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 ⁴
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.