



NOTARY APPLICATION Southwest Field Compliance

Dear Notary,

Thank you for your interest in being an approved notary for use by the FNTG family of companies. Below and attached are the requirements and forms to be considered for approval. Once completed, please provide to your local company sponsor for review.

1) Provide the following information:

Full Legal Name: _____

Business Name (if different) _____

Home Address (P.O. Boxes are not accepted): _____

Shipping Name & Address (if different from above)

Primary Contact Number: _____

Additional Numbers:

Cell Phone: _____ Home Phone: _____

Work Phone: _____ Fax Number: _____

Email Address: _____

Notary Commission # _____ Expires: _____

Driver's License # _____ Expires: _____

Other Languages Spoken: _____

- 2) Copy of Notary Commission (if commission is less than 2 years old, please provide a copy of previous commission)
- 3) Copy of Notary Bond (if applicable)
- 4) If an attorney, evidence of member of good standing with the State Bar Association must be provided; there is no requirement for an attorney to obtain a background check.
- 5) Copy of current Driver's License
- 6) Copy of Title Producer's License (DC/IN/MD states only)
- 7) Full copy of E&O insurance including all endorsements. Minimum coverage requirement is \$100,000. (signing companies must have a minimum of \$1,000,000 and show coverage of outside notaries or independent contractors)
- 8) Executed copy of "Notary Public's Professional Responsibilities & Requirements"
- 9) Executed copy of "FNTG Third Party Notary Confidential Information Agreement"

- 10) Executed copy of "Background Check General Information and Requirements" and "Notice, Authorization and Release Regarding Existing Certificates and/or Investigative Consumer Reports"
- 11) FNTG Supplier Diversity Questionnaire (Optional)
- 12) Independent Contractor Status Test
- 13) W-9: Request for taxpayer ID number
- 14) Proof of business item (business card, invoice)
- 15) Business reference and certification of two years of experience:

Reference 1:

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Business Relationship: _____

Reference 2:

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Business Relationship: _____

Reference 3:

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Business Relationship: _____

I hereby swear or affirm that the foregoing is true, complete and correct and that I have two years of experience as a notary public.

Date: _____

Signature: _____

Print Name: _____

FNTG NOTARY PUBLIC'S PROFESSIONAL RESPONSIBILITY & REQUIREMENTS AGREEMENT

Fidelity National Title Group and its affiliated companies ("FNTG" or "Company") is committed to protecting the privacy of its clients and customers and avoiding fraud. Although your notary services are governed by state law we have developed the following general requirements which notaries must adhere to while providing services to or at the request of the Company.

1. Notary shall hold a current notary commission in the state where notary services are performed and the Notary must keep current on the laws, practices, and requirements of the state's notarial office by obtaining any necessary training to do so.
2. Errors and omissions insurance must be maintained by the notary with coverage of not less than \$100,000.00. Notary shall renew such coverage prior to the expiration date and Notary understands he/she will not be able to provide services to the Company until such renewal documents are received by the Company.
3. Notary is required to conduct him/herself in a professional and courteous manner at all times. Business attire and a professional appearance must be maintained during a signing appointment. Use of drugs or alcohol and carrying of a firearm are strictly prohibited.
4. Notary shall be responsible for obtaining all required signatures and initials on all documents. Notary is responsible for correcting, at his/her own expense, any notarized, executed, or initialed documents which are determined by the Company to be incomplete or unsatisfactory.
5. Notary shall act as an impartial third party and shall not profit or gain from any document or transaction requiring his/her services other than by the fee earned for such services as allowed by statute and agreed upon by the Company.
6. Notary shall not execute a false or incomplete certificate nor be involved with any document or transaction that he/she knows is false, fraudulent or deceptive.
7. Notary shall safeguard his/her seal and notary journal (if such journal is required by state law or maintained at the option of the notary) at all times to prevent unauthorized use of such seal and/or journal.
8. All notarization shall take place in the presence of the signing party. The notary must personally observe the execution of each document.
9. Notary shall maintain the privacy of each signer and not divulge or use personal, confidential or proprietary information of any party which is disclosed during the execution of any documents, all as more particularly described in and controlled by the FNTG Third-Party Notary Confidential Information Agreement executed by Notary.
10. Notary, as a government officer and public servant, shall serve the public in an honest, fair, and unbiased manner. Notary will give precedence to state law over the expectations of any individual or entity.
11. Notary will not give advice to any signatory. Any questions regarding the content of the documents being executed should be referred back to the Company escrow officer or Company personnel designated in the loan package transmittal.
12. Notary shall only accept documents for signing directly from the Company escrow officer or Company personnel designated in the loan package transmittal, never from a mortgage broker, realtor or anyone else without first obtaining the approval of the Company escrow officer or other Company personnel designated in the loan package transmittal.
13. Notary shall only accept cashier's checks or other such negotiable instruments from the parties made payable to the FNTG company closing the transaction, as instructed by the Company escrow closer.
14. Notary shall at all times keep any and all documents and information safe and secure in his/her possession. Any emailing of documents by the Notary must be encrypted to secure personal information contained therein.
15. Notary shall complete and submit to the Company with the completed closing package the Company's Outside Notary's Certificate of Compliance for each person whose signature was notarized. The Certificate identifies the type of identification documentation relied on by the Notary. A Certification form will be

provided by the Company escrow officer or other Company personnel assigning the order to the Notary.

- 16. In the event of a breach or suspected breach in security (loss and/or improper disclosure of documents or customer information), whether physical or electronic, the notary will immediately advise the Company escrow officer or other Company personnel designated in the loan package transmittal of such breach as required by the FNTG Third-Party Notary Confidential Information Agreement, so FNTG can promptly address such breach or suspected breach.**

I have read, understand and agree to the above responsibilities and requirements and I acknowledge that my performance will be monitored by FNTG for compliance. Failure to comply with these Professional Responsibilities & Requirements, the FNTG Third-Party Confidential Information Agreement or FNTG's transactional instructions may result in my removal from FNTG's approved notary network. Further, if I fail to provide proof to the Company of my renewal of my commission, E&O insurance, or my background check prior to expiration, I will be immediately disqualified from being an approved notary.

Signature: _____

Printed Name: _____

Date: _____

FNTG THIRD-PARTY NOTARY CONFIDENTIAL INFORMATION AGREEMENT

Pursuant to the privacy regulations and information security guidelines issued by federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") covered financial institutions and service providers with access to confidential data are required to ensure that all service providers and marketing partners who have access to customer information provide for the confidentiality and security of such information. To enable the Company to demonstrate compliance with the privacy requirements of GLBA, you hereby agree to the following, which will apply to all information and data provided to you in any format by Fidelity National Title Group, any of its Affiliate companies or our customers (collectively the "Company").

As used herein, the term "**Customer Information**" means any "nonpublic personal information" and /or "personally identifiable financially information" about "customers" and "consumer" (as those terms are used in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) provided to you by the Company or otherwise received by you in connection with a Company transaction. "Service Provider" means the party signing this Agreement.

1. Service Provider agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Service Provider under its agreement(s) with the Company or as may be required by law or legal process, Service Provider will not disclose any Customer Information to any third party without the written consent of the Company.
2. Service Provider agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed to Service Provider by the Company unless such other use is (a) expressly permitted by a written agreement executed by the Company, or (b) required by law or legal process.
3. Service Provider agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
4. Throughout the term of the Agreement, Service Provider shall implement and maintain appropriate safeguards, as that term is used in Section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. Part 314 (the "FTC Rule"), for all Customer Information, as that term is defined in Section 314.2(b) of the FTC Rule, owned by the Company and delivered to the Service Provider pursuant to this Agreement.
5. Service Provider shall notify the Company immediately upon discovering or suspecting any loss, unauthorized disclosure, unauthorized access, or misuse of Customer Information. Such notice shall be in writing unless such writing will cause a delay in notification in which case the initial notification may be oral. Such notice shall be provided to the Company contact or representative that assigned the transaction to Service Provider or as designated in the Company's transmittal instructions provided to Service Provider.
6. Service Provider shall not reproduce, store or save any Customer Information in any form except to the extent required by the laws governing the Service Provider's notarial services or as required by any Company instructions provided to Service Provider. To the extent Service Provider retains any Customer Information pursuant to the preceding sentence, such copies will only be retained for as long as required by such law or Company instruction and such information or documents shall remain subject to this Agreement. Upon request Service Provider shall provide the Company with written certification regarding the destruction of Confidential Information.
7. Service Provider agrees that while any Customer Information is in his/her possession or control it will be (i) stored in a physically and logically secured and controlled environment, only accessible by Service Provider and (ii) downloaded only into physically and logically secured and controlled systems only accessible by Service Provider where it will stay encrypted while in storage and in transit.
8. Service Provider agrees to indemnify, defend and hold Company harmless for any security breaches, violations of GLBA or breach of this Agreement caused by Service Provider's negligence, misconduct and/or loss or material alteration of Customer Information.

9. Service Provider represents and warrants that he/she will comply with the laws, regulations and requirements for document retention applicable to the notarial services which Service Provider is providing to or for the Company. Once the required retention period has expired Service Provider represents and warrants that he/she will destroy all Confidential Information and any Company related work product via shredding or other recognized secure disposal means.
10. Service Provider acknowledges that a breach of this Agreement will cause irreparable harm or damage to the Company, its customers or consumers. Service Provider agrees that the Company is entitled to seek injunctive relief for a breach of the Agreement and other relief as may be granted by a court of competent jurisdiction.
11. Service Provider agrees that if any provision of this Agreement is unenforceable or invalid the unenforceability or invalidity shall not render this entire Agreement unenforceable or invalid.

In Witness Whereof, the undersigned Service Provider agrees to all of the terms and provisions of the foregoing Agreement.

BY: _____

Name:

City, State, Zip code:

Date:



Background Check: General Information and Requirements

FNTG's policy is that all independent contract notary vendors must successfully pass a criminal background check as a prerequisite to being added to the FNTG approved notary list with a re-check annually. This policy also supports many of our Lender/Client Service Agreements which require FNTG to obtain a clear criminal background check from each independent contract notary vendor.

A criminal background check is required for each individual notary and each individual is responsible for the cost of each background check. Below are the options and the requirements:

- National Notary Association (NNA) Background Check Certification (dated within 1 year). Upon submission of the certification to FNTG from the notary, FNTG will access the certification via the NNA website to confirm its authenticity. The copy of the certification should be submitted to your sponsor along with your notary application or to lrhea@fnf.com for renewal. Visit www.nationalnotary.org or contact the NNA at 800-876-6827 for a copy of the certificate;
- Sterling Infosystems. Criminal Background Check ordered through the FNTG approved portal below.

If not obtaining the NNA background check, the only acceptable background check company is Sterling Infosystems

ORDER INSTRUCTIONS FOR STERLING

To insure the proper routing of your background check results to the appropriate FNTG employee, please insure you are using the proper portal link below. These instructions are for notaries obtaining a background check for operations in Division One, which encompasses California (Santa Barbara and south), Arizona, Nevada, Colorado, and New Mexico. Although your background check will be processed for this division, your addition to the approved notary list will extend throughout the country.

Go to: = <https://workforce.sterlingdirect.com/InvitationCodePage?InvitationCode=E62BDA5A1ABB42-39F8FE13>. Leave in the invitation code provided and simply click "begin" to start. At the next screen, you will have to "create an account". Thereafter, follow the on-screen instructions provided. **Do not use any other portal or method to enter the Sterling site, or your background check will be invalid.**

FNTG has confirmed that Sterling Infosystems is an independent and qualified background check vendor. FNTG does not have any ownership interest in the vendor nor does FNTG receive any fee split, referral fee or other compensation from the vendor or its fees.

Please be certain to enter all of your information accurately, you will receive instructions about retrieving a copy of your background check for your records during the application process. The cost of the background check will range from \$55 and up depending on the states that you have resided in within the last 7-10 years. You do not need to send FNTG a copy of the report. The background check reports include the following 10 year searches:

- Social Security Number Trace Search
- County Criminal Court Search
- Statewide Criminal Search
- Federal District Criminal Search
- National Sex Offender Database Search
- Enhanced National Criminal Database Search (with Validators)
- OFAC/Patriot Act Search (Office of Foreign Asset Control)
- Federal Excluded Parties List System (EPLS/LDP)

Signature

Date

Print Name

Background Vendor used



NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES AND/OR INVESTIGATIVE CONSUMER REPORTS

I have or will provide to Fidelity National Financial, Inc. and/or its family of title companies (collectively, "FNF") a copy of my Background Screening Certificate from the GLBA-Compliant National Notary Association ("NNA") or other approved vendor.

I HEREBY AUTHORIZE FNF to release, disclose and/or provide a copy of any and all certificates, forms, questionnaires, investigative reports, background checks, evaluations, analysis or any other information that I have provided or caused to be provided to FNF, or which FNF has prepared, to any lender, bank, credit union, savings association or other financial institution (collectively, "Supervised Institution")¹ for whom FNF provides services under a service agreement, so as to evidence that I meet the requirements, qualifications and standards imposed by such Supervised Institution on persons who receive or have access to consumer financial information or other confidential information.

I hereby agree and understand that this Notice, Authorization and Release will remain valid as long as I provide any services for or to FNF and throughout my affiliation with FNF. The matters and information which are covered by this Notice, Authorization and Release include, but are not limited to, information concerning my criminal history, motor vehicle history, my social security number, or any other information requested by a Supervised Institution. As used herein FNF means FNF and any other division of the Fidelity National Financial, Inc. family of title insurers, including any related companies, subsidiaries and/or affiliates thereof.

I hereby release FNF, to the full extent permitted by law, from any liability or claims arising from releasing, disclosing, providing and/or reporting information concerning me to any party pursuant to this Notice, Authorization and Release.

I agree that a copy or fax of this document shall be as valid as the original.

Signature

Date

Print Name

¹ 12 U.S.C. § 5514, 12 U.S.C. § 5515, 12 U.S.C. § 5516



FNTG Supplier Diversity Questionnaire

In an effort to identify diverse businesses within our supply chain, please complete the following questionnaire. Your participation is strictly voluntary.

Company Ownership: Is the company at least 51% owned, operated, and controlled by one or more U.S. Citizens?
_____ Yes _____ No

Business Types: To be considered a diverse business a company must be at least 51% owned, controlled, and actively managed by an individual or individuals that meet one or more of these business types. If the supplier is an individual he or she must meet one or more of these business types. Check the box next to the business types that matches your type of diverse business.

- | | |
|--|-------------------------------------|
| _____ Minority Business Enterprise (MBE) | _____ African American Female |
| _____ African American Male | _____ Asia Indian American Male |
| _____ Asia Indian American Female | _____ Asian Pacific American Female |
| _____ Asian Pacific American Male | _____ Hispanic American Male |
| _____ Hispanic American Female | _____ Native American Female |
| _____ Native American Male | |
| _____ Women-Owned Small Business Concern (WBE) | |
| _____ Lesbian Gay Bisexual and Transgender Business Enterprise | |
| _____ Veteran Business Enterprise (VBE) | |
| _____ Disabled Veteran-Owned Enterprise (DVBE) | |
| _____ Disabled Business Enterprise (DBE) | |
| _____ Small Business Enterprise (Certified by U.S. SBA) (SBE) | |
| _____ HUBZone Small Business Concern | |
| _____ 8(a) Business Concern | |
| _____ Historically Black College and University (Part B Institution) | |
| _____ Small Disadvantaged Business Concern | |
| _____ Not Applicable | |

Certification(s): Check the box next to the certification category that matched the agency that issued your company's certification.

- _____ DOT, State, City, and Other Diversity Certifications
_____ US Small Business Administration (Federal)
_____ NMSDC Certification
_____ WBENC Certification
_____ NGLCC Certification
_____ Other:
_____ Not Applicable

Certification Information *Please include a copy of your certification with this questionnaire.

Agency: Certification Type (MBE, WBE, LGBT, VBE, DVBE, DBE, SBE, etc.):

Certification Number: _____ Expiration Date: _____

Company name: _____

Print name of business owner: _____

By signing below I attest that all information presented in this Questionnaire is accurate and truthful. I understand that if I become a FNTG supplier any false representation I make herein may result in FNTG terminating its relationship with me.

Authorized Signature: _____

Date: _____

INDEPENDENT CONTRACTOR STATUS TEST

Unless you are conducting business as a corporation, you are considered to be conducting business as a self-employed Independent Contractor. You are NOT an employee of Fidelity National Title Group or any of its affiliates. Your contract services will be utilized on an 'as needed' basis. The purpose of this test is to determine your independent contractor status.

Please answer each of the following questions either Yes (Y) or No (N)

1. ____ Will you be taking instructions from FNTG on when, where or how your work is to be performed.
2. ____ Do you have other clients at this time? ____ Could you supply references?
3. ____ Do you set your own hours as opposed to FNTG setting your working hours?
4. ____ Are you to be paid an hourly, weekly, or monthly wage as opposed to fees for your services?
5. ____ Are you going to be reimbursed for routine business or travel expenses incurred in your work?
6. ____ Are you required to submit written or oral reports other than invoices?
7. ____ Are you responsible for supplying your own tools/equipment necessary to perform your work?
8. ____ Can you realize profit or loss as a result of your contract services?
9. ____ Do you make your services available to the general public (i.e. other similar companies)?
10. ____ Are you responsible for filing your own taxes as an independent contractor? (Schedule C and Self-Employment taxes?)
11. ____ Are you aware as an independent contractor you are not entitled to unemployment benefits?
12. ____ Do you maintain a place of business outside of FNTG offices?
13. ____ Are you or have you ever been an employee of FNTG or an affiliate?
If yes, when? ____
If yes, what was your job title? ____

Under penalty of perjury, I declare that the above information is true and correct to the best of my knowledge.

SIGNATURE _____ DATE _____

PRINTED NAME _____ PHONE (____) _____

COMPANY NAME _____

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.