

IT DELIVERABLES FORM

Hiring Manager	
Contractor Classification Type:	<input type="checkbox"/> Agency Temp <input type="checkbox"/> Hive Temp <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Vendor Consultant
Name of Consultant(s) (Provide first and last name)	
Agency Name	
Department Name & Number	
Region	<input type="checkbox"/> NAM <input type="checkbox"/> China <input type="checkbox"/> International
Location	
Title	
Start Date	
End Date	
Use same email aliases as hire's name	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email Groups (list all):	
Computer Requirements (check one): <i>This should only be completed if hiring a Temporary Agency Employee. 1099 contractors & vendor consultants will NOT be issued a laptop.</i>	<input type="checkbox"/> PC (if available) <input type="checkbox"/> Mac (if available)
Phone Number Needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Phone Headset	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Specify the building (access needed between 8am-6pm)	<input type="checkbox"/> Milpitas / HQ <input type="checkbox"/> Remote
Desktop/Workstation (Provide Details):	
Special Hardware/Software Requirements Other than the Standard (provide details):	
Printer Requirements	
Cell Phone Requirements	
Check those that are needed:	<input type="checkbox"/> NetSuite Account <input type="checkbox"/> Marketo <input type="checkbox"/> Salesforce Account <input type="checkbox"/> Bugzilla System <input type="checkbox"/> Jive Account <input type="checkbox"/> Other _____

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") between **Aerohive Networks, Inc.**, on behalf of itself and its subsidiary and affiliated entities ("**Aerohive Networks**"), and the other party identified below, on behalf of itself and its subsidiaries and affiliated entities ("**Participant**"), is effective as of _____ or if left blank, the latter of the two signatures dated below ("**Effective Date**").

1. **Confidential Information:** "**Confidential Information**" means (a) the description, existence or content of a business, product or technology development opportunity and the relationship between the parties to which this Agreement relates, and (b) any and all current and future product information, roadmap, technical or financial information, forecasts, customer names, addresses, and related data, contracts, practices, services and support, procedures, and other business information including, but not limited to, software, reports, methods, strategies, plans, documents, drawings, designs, tools, models, inventions, patents, patent applications, trade secrets and any other intellectual property and proprietary information of the parties, or of any third parties that may be subject to a similar agreement, that may be disclosed between the parties under this Agreement and during its term whether in written, oral, electronic, website-based, or other form, including information acquired during facility tours, and regardless of whether it is identified as "confidential".

2. **Purpose of Disclosure:** Subject to the terms, conditions and limitations of this Agreement, the recipient may use the Confidential Information solely for the purpose(s) of exploring, implementing, conducting and/or maintaining a business, product or technology development opportunity of mutual interest and any ongoing relationship related thereto (the "**Use**").

3. **Obligations and Duty of Care:** The recipient of Confidential Information agrees (i) not to disclose, communicate, or convey Confidential Information received hereunder, whether wholly or partially, to any third party; (ii) to use the same degree of care, but no less than a reasonable degree of care, to prevent any unauthorized use or disclosure of Confidential Information, as the recipient uses to protect its own information that it deems confidential or does not desire to disclose, publish or otherwise make public; (iii) not to disclose Confidential Information to any person, except to its directors, employees, contractors, agents, affiliates, attorneys and consultants whom the recipient has a reasonable basis to believe have a demonstrable need to know in connection with, or who are directly involved in, the above-mentioned Use, who have been informed of its confidential nature, and who, prior to receipt, have agreed in writing to be or are, pursuant to their terms of employment or consultancy, bound to protect the discloser's rights hereunder; (iv) to be liable for any misuse of Confidential Information by such persons; (v) not to use Confidential Information for any purpose other than reasonably related to the Use; and (vi) not to copy, alter, modify, disassemble, reverse engineer, reconstruct or decompile any of the Confidential Information or any portion thereof, in whole or in part, unless permitted in writing by, and signed by an authorized representative of, the discloser.

4. **Exceptions to Duty of Care:** The obligations imposed upon the parties do not apply to information which the recipient can show by reasonable evidence: (i) is already rightfully in the possession of or known without a duty of confidentiality, or restriction on disclosure or use; (ii) is or becomes publicly known at any time through no violation of this Agreement; (iii) is rightfully received by the recipient from any third party without a duty of confidentiality, or restriction on disclosure or use; (iv) is rightfully and independently developed by the recipient without violating this Agreement or reliance upon any of the discloser's Confidential Information; (v) is expressly approved in writing, by the discloser's authorized representative, for release or other use by the recipient;

or (vi) to the extent required to be disclosed by court or administrative order, subpoena or other legal process or regulatory compliance obligation; *provided that* recipient will provide the discloser with prompt notice prior to such disclosure and cooperate with the discloser, to the extent reasonable, to respond to the required disclosure. Nothing herein restricts either party, absent breach of this Agreement, from marketing or providing products or services that compete with products or services of the other party, or to engage in independent development of products or services similar to those developed by the other party and/or which are related to the above-mentioned Use.

5. **Title:** All Confidential Information is and shall remain the discloser's property and no right, title, interest or license thereto, other than specifically limited to the Use, is or may be assumed to be conveyed by the discloser.

6. **Term, Termination, and Duty to Return:** This Agreement expires two (2) years from the Effective Date. Either party may earlier terminate this Agreement upon thirty (30) days prior written notice at any time, with or without cause. Upon written request at any time by the discloser, whether prior to or following expiration or earlier termination of this Agreement, the recipient shall promptly return all Confidential Information and all copies thereof, in whatever form, or destroy them with written certification to the discloser of such destruction, except to the specific extent retention of such Confidential Information is required by law or regulation. The recipient agrees not to disclose Confidential Information for two (2) years from the date of expiration or earlier termination of this Agreement, except for source code, which will be protected in perpetuity.

7. **Notice:** The recipient agrees to notify the discloser in writing immediately of any unauthorized release or misuse of Confidential Information or a material breach of this Agreement of which it becomes aware.

8. **Injunctive Relief:** Each party acknowledges and agrees that Confidential Information disclosed by the other

MUTUAL NON-DISCLOSURE AGREEMENT

party may constitute valuable property of such other party the unauthorized release or use of which may irreparably harm the discloser, for which monetary compensation or other remedies at law may not be adequate. Accordingly, each party agrees that the discloser shall be entitled to injunctive relief to prevent or curtail any such unauthorized release or use, threatened or actual. The recipient hereby waives any requirement for the posting of a bond or other security in connection with such injunctive relief. Such injunctive relief shall be in addition to any other rights provided the discloser hereunder, or at law or in equity.

9. General Provisions: (i) This Agreement shall neither create a joint venture, partnership, agency, or other form of association, nor create an express or implied license grant by either party to the other under any patent, trademark, copyright, trade secret or other intellectual property right, except for the limited use rights as necessary to carry out the express Use; (ii) DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE SUCH INFORMATION TO THE RECIPIENT AND PERMIT THE USE; NO OTHER WARRANTIES ARE MADE; INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS; Neither party assumes any responsibility whatsoever with respect to the accuracy or sufficiency of such information, and the recipient understands and agrees that the discloser will have no liability whatsoever to the recipient arising from the recipient's actual use, intended or otherwise, of the Confidential Information except as may be otherwise agreed; (iii) The parties shall comply with all applicable export laws and regulations including, but not limited to, the United States Export Administration Regulations; (iv) This Agreement shall not be assignable or transferable, in whole or in part, by either party without the prior written consent of the other party, except by act of corporate succession in the event of merger or similar transaction; (v) This Agreement shall be governed, construed and enforced in accordance with the applicable laws of the

State of California, without regard to conflict of laws provisions. The parties agree to submit to non-exclusive jurisdiction and venue in the California Superior Court or United States District Court, as the case may be, located within the boundaries of Santa Clara County, California, USA; (unless such jurisdiction and venue is otherwise expressly indicated below, in which case such indicated jurisdiction and venue shall be the exclusive jurisdiction and venue hereunder). Notwithstanding the foregoing, either party may take action in any jurisdiction to prevent disclosure of Confidential Information, or to enforce a judgment or other decision; (vi) Neither party has any obligation by virtue of this Agreement to proceed with any transaction between them, and any proposal, design or similar item presented to either party by the other shall be without obligation or restriction on the party (except as provided herein); (vii) Any modifications of or amendments to this Agreement will not be effective, and may not be relied upon by either party, unless and until reduced to writing and signed by both parties; (viii) The invalidity of any provision hereof shall not affect any remaining provisions; (ix) Headings set forth herein are for reference only and shall not affect the meaning or construction of this Agreement; and (x) The parties agree, to the fullest extent permitted under law, to waive any right to trial or adjudication by jury of any claim, cause or action arising or relating to any use or disclosure of information exchanged or made available hereunder.

10. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to Confidential Information, and supersedes all prior or contemporaneous oral or written agreements concerning Confidential Information. Each person signing this Agreement represents and warrants that such person is fully authorized to execute and enter into this Agreement on behalf of the company named above his or her signature.

"Participant"

Address:

Signature

Name: _____

Title: _____

Date: _____

"Aerohive Networks"

AEROHIVE NETWORKS, INC.

1011 McCarthy Boulevard
Milpitas, CA 95035

Signature

Name: Steve Debenham

Title: Vice President, General Counsel & Secretary

Date: _____

➡ Return for counter-signature to:
[\[nondisclosure@aerohive.com\]](mailto:nondisclosure@aerohive.com)

LOCATION OF JURISDICTION AND VENUE:

N/A



Independent Consultant & Contractor Agreement

This Independent Consultant & Contractor Agreement (“**Agreement**”) is made by and between Aerohive Networks, Inc., a Delaware corporation with its principal offices located at 330 Gibraltar Avenue, Sunnyvale, California, 94089 (which, together with its parent or subsidiary entities shall be hereinafter referred to as, “**Aerohive**” or the “**Company**”), and

Name:

Principal Address:

Place of Incorporation:

(hereinafter, “**Consultant**”). The term “Consultant” shall refer to and include, collectively, any employees, agents, affiliates, consultants or contractors of or directly engaged by the Consultant performing services for Aerohive hereunder.

By signing this Agreement, the parties agree to the terms and conditions set forth on this page and on the attached Terms and Conditions. This Agreement is effective as of _____ (“**Effective Date**”), and will automatically terminate on _____ (“**Termination Date**”), unless renewed, extended or earlier terminated pursuant to Section 5 of the attached Terms and Conditions. Each person signing this Agreement represents and warrants that such person is fully authorized to execute and enter into this Agreement on behalf of the company or entity named above and below with respect to his or her signature.

Enter Company/Person Name

AEROHIVE NETWORKS, INC.

Name:

Title:

Dated:

Business Contact:

Tel:

E-mail:

Tax ID:

Name: Steve Debenham

Title: V.P., General Counsel & Secretary

Dated:

Business Contact:

Tel:

E-mail:

Non-Disclosure Agreement entered into on _____ (the “**NDA**”).

Terms and Conditions

In consideration of the promises contained and consideration provided in this Agreement, Aerohive agrees to retain Consultant to perform certain services subject to the terms and conditions set forth below and in the Statement of Work attached as **Exhibit A** (which **Exhibit A**, together with the other exhibits attached hereto, are incorporated into this Agreement in full by reference as material parts hereof).

1. **Statement of Work.** The services that Consultant is to perform and/or deliverables that the Consultant is to provide under this Agreement are identified in the attached Statement of Work (the “**Services**”).

2. **Compensation.** The compensation to be paid Consultant pursuant to this Agreement shall be in consideration for all Services rendered. Payment will be made in the amount and manner specifically provided in the payment schedule attached hereto as **Exhibit B**, and the total amount due or owing Consultant for Services performed hereunder shall not exceed the specified identified maximum amount, unless and to the extent Aerohive and Consultant agree in writing to a greater amount in the form of an amendment to **Exhibit B**. Consultant hereby waives, as a material inducement to Aerohive’s agreement to enter this Agreement, any right to assert a claim or cause against Aerohive based on an oral or other modification or amendment of the terms and conditions of this Agreement, the scope of Services or right to payment hereunder, and Consultant agrees that it will not assert any such claim or cause against Aerohive (whether under the law of contract, *quasi-contract* or otherwise) or introduce into evidence any such oral or other modification or amendment, unless and to the extent such modification or amendment is agreed to in writing by Aerohive. Consultant may not rely on any oral or other modification or amendment of or to the terms and conditions of this Agreement, the scope of Services or right to payment hereunder, unless and to the extent agreed to in writing by Aerohive.

Consultant will submit to Aerohive a written report of work completed and prepare written statements detailing amount of work completed for each invoice period.

3. **Travel and Other Expenses.** Unless and to the extent expressly provided on **Exhibit B**, the compensation to be paid Consultant is intended to be an “all-in” fee and Consultant shall be solely liable and responsible for any fees, costs, expenses and liabilities incurred in connection with this Agreement or in the performance of any of the Services, and Consultant waives any right, claim or expectation to recovery or reimbursement, from Aerohive or otherwise, to any such other fees, costs, expenses or liabilities.

4. **Term.** The term of this Agreement will begin on the Effective Date and will run until the Termination Date, unless renewed, extended or earlier terminated by the parties as provided herein.

5. **Termination.** Aerohive may terminate this Agreement or any of the Services to be provided hereunder without cause at any time, and for any or no reason, by giving Consultant written notice of termination as provided on **Exhibit A** (“**Termination for Convenience Notice Period**”), and either party may immediately terminate this Agreement or any of the Services to be provided with cause at any time by giving the other written notice of such cause. The effective date of such termination for convenience by Aerohive will occur upon expiration of the indicated Termination for Convenience Notice Period. The effective date of such termination for cause by either party will occur immediately upon delivery of such written notice.

- (a) After giving or receiving such notice, Consultant will consult with Aerohive to determine what further work, if any, will be performed prior to the effective date of such termination (which such further work, if any, the parties will confirm in writing).
- (b) Termination with cause is appropriate in the event (i) of a breach by the other party of a material obligation hereunder or the NDA, (ii) the death or disability of Consultant, or (iii) the

insolvency or bankruptcy or a reasonably apparent inability or unwillingness of or by the other party to perform its material obligations hereunder.

- (c) Upon the termination or expiration of a Statement of Work or of this Agreement, with or without cause and for any or for no reason, the terminating party will not be liable to the other party because of the fact or act of such termination for damages on account of the loss of prospective profits, expected business, good will, or on account of expenditures, leases or commitments in connection with the business of Aerohive or of Consultant, or for any other reason whatsoever flowing from the fact or act of such expiration or termination.
- (d) Aerohive's sole obligation and liability to Consultant arising from the fact or act of termination or expiration shall be payment for: (a) Services actually and reasonably performed up to the effective date of termination or expiration (on the part of Aerohive), and (b) reasonable completion of Services actually requested up to the effective date of termination or expiration (on the part of Consultant, provided that Aerohive has made or is capable of making payment due and owing with respect to such Services). However, the fact or act of termination or expiration shall not otherwise relieve either party from any other obligation, liability or duty to the other, whether expressly provided herein, under the NDA or under law.

6. Survival of Obligations. The following obligations will survive termination or expiration of this Agreement for any reason, except as provided in this Agreement:

- (a) Obligations relating to non-use and non-disclosure of Confidential Information, as provided in the NDA;
- (b) Obligations to make payments of amounts that are due prior to termination or expiration; and
- (c) Obligations specifically set forth in Sections 5, 6, 8, 12, 13, 14, and 17 through 31.

7. Inspection and Acceptance. Aerohive shall have the right to inspect the performance of Services or progress on deliverables upon reasonable request. If Aerohive advises Consultant of deficiencies, Consultant shall correct those deficiencies as soon as possible, at its own cost and at no additional charge to Aerohive, and shall again notify Aerohive upon completion. Consultant's failure to perform the Services or deliver the deliverables, consistent with the Statement of Work set forth in **Exhibit A**, the warranty provisions hereof, and/or reasonable standards, and/or failure to correct identified deficiencies promptly upon Aerohive's request, shall constitute a material breach of this Agreement and be a basis for immediate termination by Aerohive.

8. Warranty and Standards for Performance of Work. Consultant warrants that Consultant will perform all work under this Agreement in accordance with the standards and practices of professional care, skill and diligence customarily observed by similar service providers under similar circumstances. Consultant further warrants that the Services and deliverables shall be free from defects in design and workmanship and shall conform to the requirements of this Agreement and specifications set forth in its Exhibits, all specifications and/or work descriptions incorporated herein and any representations, descriptions or samples furnished by Consultant. Notwithstanding Aerohive's acceptance of Consultant's work, if the Services provided or deliverables delivered do not meet the warranties specified herein or otherwise applicable, Aerohive may, at its option: (a) require Consultant to correct at no cost to Aerohive any deficiencies or nonconformance, or (b) correct any deficiencies or nonconformance itself and charge Consultant the cost Aerohive incurred for such correction. These warranties shall extend for a period of ninety (90) days from the earlier date of termination (x), expiration of this Agreement (y), or acceptance of Services, or delivery of Deliverables identified in the respective Statement of Work. These warranties are in addition to all other warranties or remedies available to Aerohive, expressed or implied, and shall survive inspection, acceptance and/or payment by Aerohive.

9. Independent Status. It is the express intention of the parties to this Agreement that the Consultant is and shall continue to act throughout the Term and in conjunction with the performance of any Services

hereunder: (a) as an independent contractor, and (b) not as an employee, agent, joint venturer, or partner of Aerohive. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Aerohive and Consultant, or any reasonable expectation or basis for reliance on the part of Consultant of such a relationship existing or developing during the term hereof. Both parties understand and agree that Consultant may perform services for others during the term of this Agreement.

10. Performance of Services/Use of Aerohive Resources. The parties understand and agree that Consultant will have the sole discretion to determine the method, means, and location of performing the Services, and that Aerohive has no right to, and will not, control or determine the method, means, or place of the performance of the Services, except for such Services which, by their nature, require performance at Aerohive's facilities and in conjunction or cooperation with Aerohive's employees. In the event Consultant is authorized to use Aerohive resources to perform Services or provide products hereunder, Consultant agrees to use such resources exclusively in connection with such Services and/or products, and for no other purpose.

11. Employment of Assistants/Insurance/Safety.

- (a) If Consultant employs assistants to help perform the Services or provide deliverables, Consultant will carry throughout the Term statutory Worker's Compensation and General and Contractual Liability and Professional Liability (if applicable) insurance in amounts satisfactory to Aerohive and commercially reasonable in light of Consultant's business and operations. Consultant alone has responsibility for such coverage. Upon reasonable request, Consultant shall furnish certificates of insurance as evidence of such coverage and naming Aerohive as additional insured and allowing Aerohive to assert rights and make claims thereunder.
- (b) Consultant agrees to comply strictly with all local, municipal, regional and country safety and health laws, orders and regulations applicable to the performance of the Services provided hereunder. While on the Aerohive site, or that of its customers or other third party, Consultant and its employees, contractors and agents will be required to observe at all times all procedures and policies of Aerohive concerning safety and proper workplace conduct (including all requirements stated within Aerohive's injury and illness prevention program and the applicable environmental health and safety policies of Aerohive and any third party site at which the Services are being performed). Failure to observe such procedures and policies shall be a basis for immediate termination of this Agreement by Aerohive.

12. Obligations of Consultant.

- (a) Consultant is solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to itself and its employees, agents or affiliates.
- (b) Consultant agrees and understands with respect to itself and its employees, agents or affiliates, that it is not entitled to and will not be eligible to receive any of the benefits which Aerohive may make available to its employees, such as group insurance, workers' compensation, disability insurance, vacation, sick pay, profit-sharing, incentive compensation, bonus or commission programs, stock purchase or stock award programs, or retirement benefits.

13. Confidential Information.

- (a) Consultant understands that during the course of performing the Services hereunder, it may receive or have or obtain access to Confidential Information of Aerohive or its clients. Accordingly, Consultant understands and agrees that any such Confidential Information disclosed to Consultant, intentionally by Aerohive or otherwise, shall be subject to the terms and conditions of the NDA entered by the parties and identified above, and deemed incorporated in full as a material part hereof.

- (b) Consultant will not, during the Term, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has a duty to keep in confidence, and that Consultant will not bring onto the premises of Aerohive any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity.
- (c) Consultant recognizes that Aerohive has received and in the future will receive from clients and third parties confidential or proprietary information which is subject to a duty on Aerohive's part to maintain in strict confidence and to use only for certain limited purposes. Consultant agrees that Consultant owes Aerohive and such third parties, during the Term and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except and to the specific extent necessary to carry out the Services for Aerohive expressly provided hereunder. Consultant acknowledges, understands and agrees that its improper disclosure of such confidential or proprietary information, intentional or otherwise, will cause immediate, serious and irreparable injury to Aerohive, its clients and third parties, for which inadequate remedy exists at law.
- (d) Consultant represents that performance of all the terms of this Agreement, including the performance of Services hereunder, will not breach any agreement to keep in confidence confidential information acquired by Consultant prior to the execution of this Agreement or otherwise, to Consultant's knowledge, the trade secret, patent, copyright or other intellectual property right of a third party.
- (e) Upon the termination of this Agreement, or upon Aerohive's earlier request, Consultant will deliver to Aerohive all of Aerohive's property or Confidential Information that Consultant may have in Consultant's possession or control.
- (f) In the event Consultant employs assistants Consultant will assure that such employees are bound by confidentiality terms at least as stringent as those set forth herein and in the NDA.

14. **Inventions.**

- (a) All inventions, improvements, developments and discoveries, whether in written, electronic, pictographic or other form which Consultant makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during the Term and in connection with the performance of the Services, or which relate to or were derived from, in whole or in part, any Confidential Information of Aerohive ("**Inventions**"), shall be the sole property of Aerohive. Consultant agrees to assign and hereby assigns exclusively to Aerohive all rights, title, interest, use and ownership ("**Rights**") of and to any such Inventions.
- (b) Consultant agrees to perform, during and after the Term, all acts reasonably necessary and requested by Aerohive to permit and assist Aerohive, at Consultant's reasonable rate, to evidence, perfect, obtain, maintain, defend and enforce Rights and/or Consultant's assignment with respect to such Inventions, in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints Aerohive, and Aerohive's duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and on behalf and instead of Consultant, to execute and file any documents and to do all other permitted acts to further the above purposes with the same legal force and effect as if execute, filed or done by Consultant.
- (c) If any Rights or Inventions assigned hereunder are based on, incorporate, are improvements or derivatives of, or cannot be reasonably made, used, reproduced and distributed without using or violating technology or Rights owned or licensed by Consultant and not assigned hereunder,

Consultant hereby grants Aerohive an irrevocable, perpetual, worldwide royalty-free, non-exclusive, assignable and sublicensable right and license to exploit and exercise all such technology and Rights in support of Aerohive exercise or exploitation of any assigned Rights or Inventions (including any modifications, improvements and derivatives thereof).

15. Employment Eligibility. Consultant represents and warrants that: Consultant and all persons it employs to perform Services hereunder are citizens of the United States or holders of a valid and current Alien Registration Receipt Card and eligible to hold employment and perform the Services, under the laws of the United States and the State of California (or are otherwise legally fully able and authorized to perform the Services in the country or geographic area in which such Services are to be provided).

16. Gratuities/Business Dealings. Consultant represents and warrants that it has not offered or given, and shall not offer or give, to Aerohive or any its employees, agents or affiliates, any gratuity, payment or benefit (other than the performance of Services expressly provided hereunder) in order to secure any favor or business from Aerohive, or to influence Aerohive with respect to this transaction or business generally between the parties. Consultant shall promptly disclose to Aerohive in writing any separately existing or previous employment or other work relationship or investment interest of any manner, involving Consultant and Aerohive, and their respective employees, agents or affiliates. Consultant acknowledges receipt of or an opportunity to review Aerohive's Code of Business Conduct ("Code"), and agrees to abide in all material respects by its terms and conditions during the term of this Agreement. The Code is also available for review via Aerohive's website at www.Aerohive.com.

17. Stock Trading Policy. All Aerohive contractors and consultants, including Consultant, are prohibited from trading in Aerohive stock at any time when in the possession of Material, Non-public Information about Aerohive or our business. Material, Non-public Information is any information concerning Aerohive's business, prospects, strategic decisions or direction, financial condition, major sales or customer developments, or significant operational or legal information, developments or liabilities that an investor might consider important in deciding whether to buy or sell Aerohive stock, or which could affect the market price for Aerohive stock. Examples of Material, Non-public Information include, but are not limited to: actual or estimated quarter-end or year-end financial results or changes in condition; possible mergers, acquisitions or divestitures; purchases or sales of investments in companies; significant customer contract "wins" or losses; significant product discoveries or developments; threatened or actual major litigation or developments in pending cases, for or against Aerohive; threatened or actual actions against Aerohive by regulatory entities or reporting of financial errors or irregularities; and major events relating to Aerohive's business or changes in business strategies, or key executive departures. Consultant agrees to abide by this policy.

18. Solicitation of Employment. Consultant agrees, during the Term and for the period of six (6) months thereafter, (a) not to recruit, solicit or inquire for employment, directly or indirectly, or to advise or assist others in recruiting, soliciting or inquiring for employment, any then-current Company employee, or (b) to advise or assist others, directly or indirectly, in soliciting or transferring Company business to any other party.

19. Compliance with Laws; FCPA Compliance. Consultant agrees to comply, at all times during the Term, with all applicable governmental laws, statutes, ordinances, rules, regulations and other requirements, including such pertaining to environmental protection, wage, equal employment, non-discrimination, and workplace health and safety. Consultant and each of its employees, agents or Affiliates, shall at all times when performing Services, fully comply, in all material respects, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001. No part of the proceeds of any compensation, commission or retainer fee, as applicable paid to Consultant under this Agreement, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

Upon Aerohive's reasonable request, Consultant agrees to provide prompt assurance and evidence of Consultant's active compliance with any and all such governmental requirements.

20. Enforceability of Agreement/Venue and Jurisdiction. The parties agree that any dispute in the meaning, effect, or validity of this Agreement, and any cause, claim or action arising from this Agreement (and any Services or products provided hereunder), shall be governed by, enforceable under and resolved in accordance with the laws of the State of California, without regard to the conflict of laws provisions. The parties further agree that if one or more provisions of this Agreement are held to be unenforceable under applicable California law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted and given effect as if such provision were so excluded. The parties consent to Santa Clara County, California, and any United States District Court or Superior Court of competent jurisdiction located within its boundaries, as the exclusive venue and jurisdiction of any litigation or other dispute resolution modality; except that either party may take action in any jurisdiction to prevent disclosure of Confidential Information, or to enforce a judgment or other decision.

21. Assignment. Neither party may assign this Agreement without the express written consent of the other party; provided, however, that Aerohive may assign its rights and obligations hereunder to a subsidiary or affiliated entity, or to a successor entity in the event of corporate merger, acquisition or other form of corporate reorganization, or acquisition of substantially all of Aerohive's assets or common stock.

22. Arbitration. The parties agree that any and all disputes that either party may have with the other party which arise out of this Agreement, or any right or obligation hereunder, shall be resolved through final, binding and non-appealable arbitration in Santa Clara County, California in accordance with the rules and regulations of the American Arbitration Association then in-effect. Both parties understand and agree that the arbitration shall be instead of any civil litigation and that the arbitrator's decision shall be final, binding and, upon entry by a court of competent jurisdiction, non-appealable to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof. If the parties cannot agree on an arbitrator, the Superior Court of the county of venue shall appoint the arbitrator. The arbitrator shall be empowered and authorized to award any equitable remedy, including specific performance. The arbitrator is not empowered and is without jurisdiction to award either party: (a) special, exemplary, indirect, consequential, incidental or punitive damages, or (b) its attorneys' fees and/or costs and expenses incurred in the arbitration (whether such party is the prevailing party).

Filing a judicial action or recording a notice of pending action, order of attachment, receivership, injunction, or other provisional remedies shall not waive arbitration rights nor is recourse to such judicial relief precluded by the existence or availability of arbitration hereunder. The parties shall split equally the arbitrator's fees.

23. Intellectual Property; Specific Indemnity. Consultant shall defend and hold harmless Aerohive and its officers, directors, employees, agents and affiliates from any legal action to the extent based upon a claim asserted by a third party that any Service performed or deliverable or product provided by Consultant infringes or violates any patent, copyright, maskwork right or similar right of a third party now or hereafter existing in the U.S., the European Union, China (P.R.C.), Korea, China (Taiwan) or Japan, and shall indemnify Aerohive and its officers, directors, employees, agents and affiliates from all reasonably incurred costs, expenses, fees, damages arising out of this Agreement, or the performance of Services hereunder ("**Damages**") arising from a final adjudication of such legal action; provided that Aerohive gives Consultant prompt written notice of any such legal action together with all reasonably requested information, assistance, and authority during the course of the investigation or defense of any such claim. Notwithstanding the foregoing, Consultant shall have no liability or obligation to indemnify or defend Aerohive and its officers, directors, employees, agents and affiliates to the extent: (a) infringement is attributable to Consultant's incorporation of an Aerohive-supplied or Aerohive-specified design, product, system or process; (b) such legal action or the damages, costs or losses arising therefrom would have been avoided but for the combination, operation, or use of the Service or product with devices, parts, processes or software not provided or not required by Consultant, including modifications made by Aerohive; and/or (c) the Service or product was not used in conformity with Consultant's recommendations or its intended purpose. Notwithstanding the foregoing, should any Service or product performed or provided by Consultant become the subject of any such legal action, Consultant may, at

Consultant's option and expense: (i) procure for Aerohive the right to make, use and sell the Service or product; (ii) replace or modify the Service or product to make such non-infringing; or (iii) if the right to make, use and sell cannot be procured or the Service or product cannot be replaced or modified at reasonable expense, reimburse Aerohive for the total amount paid, less reasonable cost of use.

24. General Indemnity. Subject to the other express provisions herein, including the indemnity provisions above, each party agrees to defend, indemnify and hold the other party (including such party's officers, directors, employees, agents and affiliates) harmless from and against all Damages, to the extent any such Damages asserted by a third party arise from the indemnifying party's negligence, misconduct, fraud or breach of any material obligation hereunder (including to the extent a result from the acts or omissions of such indemnifying party's officers, directors, employees, agents and affiliates), and including specifically, any claim or right to contribution from Aerohive for injury to person or property of any employee, agent or affiliate of Consultant. Consultant's indemnity obligations hereunder shall also include any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any such tax or withholding obligations.

25. Liability Limitation. EXCEPT AS PROVIDED IN SECTIONS 12(d), 23 AND 24, NOTWITHSTANDING ANYTHING OTHERWISE TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

26. Waiver of Jury/Limitations of Actions; Attorney's Fees. Aerohive and Consultant hereby agree, to the fullest extent permitted by law, to waive any right or claim to adjudication by jury of any claim or cause asserted against the other and arising hereunder. In any judicial proceeding arising out of this Agreement, or Services or products performed or provided hereunder, neither party is entitled to recover its attorneys' fees or costs incurred pertaining to such proceeding (whether such party is the prevailing party).

27. Entire Understanding. This Agreement contains the entire understanding of the parties regarding its subject matter, and supersedes any and all prior communications, representations and agreements, whether written or oral. This Agreement can only be modified to the extent by a subsequent written agreement executed by the designated Consultant and Aerohive Notice Contact identified above.

28. No Obligation to Proceed with Additional Services or Business Relationship. Except as expressly provided herein, neither party has any obligation by virtue of this Agreement to proceed with any transaction between them, and any proposal, design or similar item presented to either party by the other shall be without obligation or restriction on the party.

29. Notices. All notices required or given herewith shall be addressed to Aerohive or Consultant at the designated addresses and to the attention of the designated Notice Contact identified above, by registered mail, special delivery, or by certified courier service.

30. Waiver. Failure by a party to take affirmative action with respect to any breach of these terms and conditions by the other party shall not be construed as a waiver of that breach or of future breaches.

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EXHIBIT A

Statement of Work

The scope of services to be performed under this Agreement is specifically restricted to the consulting and/or specific services described below (the “**Services**”):

Services: At the direction of Aerohive, Consultant will provide services related to the following:

Commencement Date:

Completion Date:

Termination for Convenience Notice Period

[] days written notice by Aerohive for termination for convenience.

EXHIBIT B

Payment Schedule

Rate:

Maximum Amount not to be
Exceeded under this Agreement:

Payment for Services

Aerohive shall pay Consultant the Rate indicated above for completion of each period of work authorized by Aerohive and actually performed by Consultant or its employees under this Agreement in conjunction with the Services.

However, Consultant understands and agrees that the total amount due or owing Consultant for any and all Services performed hereunder by Consultant and/or its employees shall not exceed the Maximum Amount indicated above, unless and to the extent Aerohive and Consultant agree in writing to a greater amount in the form of an amendment to this **Exhibit B**

Payment for Expenses

Aerohive shall reimburse Consultant for all out-of-pocket expenses (round trip transportation, hotel, and meals) actually reasonably incurred by Consultant at Aerohive's reimbursement rate, in connection with any trip made by Consultant at the specific request and with the prior written approval of Aerohive. If out of town Services are required, all travel will be established by Aerohive's internal travel operations and policies. Aerohive will not pay for local travel or mileage between Aerohive and Consultant's home or office.

The Maximum Amount shall not include costs and expenses in the event and to the extent Aerohive expressly agrees above to reimburse Consultant for such costs and expenses. However, other than such actual, reasonable and reimbursable costs and expenses, the Maximum Amount shall be Consultant's sole and complete compensation and benefit due and owing for the Services or any other right or expectation under the Agreement, and along with payment of such actual, reasonable and reimbursable costs and expenses shall be Aerohive's sole and complete liability to Consultant for the Services rendered and any and all costs and expenses reimbursed to Consultant under the Agreement.

Consultant will submit monthly invoices for all Services rendered, in arrears, with the appropriate purchase order ("PO") number clearly identified. Payment terms will be net thirty (30) days from receipt of invoice. The invoice will include (a) a list of the Services performed during the period covered by the invoice and (b) a comparison of the work performed to date against the work required by the attached Statement of Work. The preprinted terms and conditions of any invoice, PO or other ordering document, confirmation or other business form issued by Consultant in connection with this Agreement shall not be binding on Aerohive and shall not be deemed to modify this Agreement.

DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with my employment or my application for employment (including contract or volunteer services) with Aerohive Networks, Inc., I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, education, accidents, drug/alcohol use, professional credentials, licensure, credit and bankruptcy proceedings, or any other information which may reflect upon my potential for employment or contract work gathered from any individual, organization, entity, agency, or other source which may have knowledge concerning any such items of information. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records. Such reports may also contain medical information from physicals relevant to process or effect the employment.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

If I am hired, I understand that my employer can use this disclosure and authorization to continue to obtain such consumer reports throughout my employment, contract period or volunteer service.

Authorization

I hereby authorize procurement of consumer report(s) (*California/Colorado/Vermont require additional notice/consent for credit*) and investigative consumer report(s) by Company. If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for Company to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information.

This authorization is conditioned upon the following representations of my rights:

I understand that I have the right to make a request to the consumer reporting agency: Integrated Screening Partners ("Agency"), 5316 Hwy. 290 West, Ste., 500, Austin, TX 78735, telephone number (800) 474-4420, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: www.integratedscreening.com/privacy.asp

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me. By checking the following box, I request Company to provide a copy of all such reports be sent to me. Check here: ☐

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (CTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law _____ (initial if this applies).

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744.

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the attached Summary of Rights.

Today's Date _____ Signature _____ Print your full name: _____
For identification purposes: Social Security Number: _____ - _____ - _____ Date of Birth: _____
Street Address _____ City _____ State _____ Zip Code _____
Driver's License Number _____ State of Issuance _____ Expiration _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G. Street N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20423
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20549
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Lank Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

VENDOR REQUEST INFORMATION

To: Procurement Services

From (fill below):

Requestor Name and Title (Aerohive)	
Requestor Dept (Aerohive)	

New Vendor Request Form:

- Please be advised that Aerohive Standard Payment Terms are Net 30
- Attach W9 (required)

<u>Company Legal Name</u>	
Alternative company name (if applicable)	
<u>Main Company Contact:</u> Name Title E-mail/ Phone Number	
<u>Remit to Address:</u> Street, City, State, Country, Zip/Postal code Phone Number	
<u>Postal Address:</u> Street, City, State, Country, Zip/Postal code Phone Number	
<u>Contact to send electronic POs:</u> Name Title E-mail/ Phone Number	
<u>Accounting contact:</u> Name Title Email/ Phone Number	
<u>Payment Terms:</u> <i>Less than Net 30 will require Finance approval</i>	
Credit limit granted to Aerohive	
Description of your Product, service, or marketing request	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
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. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 page 2), 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 Social Security Administration 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 the "Name" line 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 Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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 1.

*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, social security number (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 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.

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

► For use by individuals. Entities must use Form W-8BEN-E.

► Information about Form W-8BEN and its separate instructions is at www.irs.gov/formw8ben.

► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- A person acting as an intermediary W-8IMY

Instead, use Form:**Part I Identification of Beneficial Owner** (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6 Foreign tax identifying number (see instructions)
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
 - The person named on line 1 of this form is not a U.S. person,
 - The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
 - The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
 - For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
- Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)