



Court Street USA has become a reliable provider in the real estate industry for search services. We have been doing document retrievals and title searches since 1999. We provide our clients with nationwide document retrieval and title searches that are used in refinance, purchase, and foreclosure transactions. We have a variety of work and include clear instructions on an order form with each order. We operate our company based on the shared values of the owners which have been cultivated in each of our employees. We strive to express and manifest our culture through our work. We are always looking for ways to make the searchers job easier while providing a fast quality search for our clients. We welcome you to our team!

If you wish to sign up to become a vendor for Court Street USA, we require a few simple forms and will get you in touch with a vendor representative right away.

Please return the following to abstractors@courtstreetusa.com

- Abstractor Application
- Direct Deposit Form
- Gramm-Leach-Bliley Act Compliance Agreement
- Mutual Non-Disclosure Agreement
- E&O Certificate, with our company being added as a Certificate Holder
- W-9
- Fee Sheet

Thank you,
Court Street USA
Vendor Representative Team
101 Data Farm Rd.
Falmouth, KY 41040
Phone: (866) 231-2400
Fax: (877) 834-9296
Email: abstractors@courtstreetusa.com

Order Types and Requests

Document Retrieval Orders:

This requires research of the public records to locate specific document(s).

- Please fill out our order form completely, including answers to all questions.
- If the requested mortgage/document is not found, follow the No-Find instructions on the order form for all document retrieval orders and provide detailed information of the closest mortgage of record for the given property address. Include assignments and release information for the closest mortgage.
- Tips for locating a mortgage on a no find: Determine the owner at the time of the mortgage and search all name variations of that owner. Search for a loan modification that may contain the mortgage amount requested.

Title Search Orders: (Only in the following states: FL, IL, IN, KY, MI, NJ, NY, OH, PA, TN)

This requires research of the public records to locate encumbrances to a specific property for the requested length of search. Each order form will include instructions detailing the length of search required and copies required. The search is not limited to the copy requirements and all encumbrances should be reported.

- Please fill out our title report form completely, including answers to all questions.
- The order form includes the copy requirements for each search.
- Notify us of additional parcels or if the borrower provided is not in title before proceeding.

Recordings:

This requires documents to be walked in to the Recorder for recording. Please do not ship the documents to the county to be recorded and do not E-File.

- Provide proof of recording right away by returning a time stamp or receipt.
- If the document is rejected by the Recorder, please notify us of the reason before returning it to our office. In some cases, we can fix the issue without needing the documents returned.
- Please notify us before fronting additional fees and provide a receipt to be reimbursed for fees fronted.

Guidelines

Vendor Web Portal:

- Log on to www.courtstreetusa.com to upload completed orders, verify open orders, provide status, and communicate with your vendor rep.
- Completed orders should be uploaded through the portal to avoid delay. The portal does not require you to type any portion of the search and has an easy to use upload feature.
- Order forms and blank reports will be emailed or faxed, but are also available on the portal which offers a fast way to print multiple order forms at once.
- Review your open order report to verify that all new orders were received and that we have received all of your completed orders.

Guidelines (continued)

Invoicing:

- Please inform us in writing of any pricing changes. Please fill out a new fee sheet for all coverage and overall pricing changes.
- The service fee and total copy charges should be listed in the invoice section on the order form, or a separate invoice can be included. Copy fees will not be paid unless listed.
- Copies will be reimbursed at county copy costs for all billed and requested pages.
- Follow the copy instructions on each order form. Please ask your vendor rep to clarify the order form before making any copies that are not clearly requested. Only the requested copies can be reimbursed.
- Fees for commercial orders must be approved in advance. Contact your vendor rep with the quote within 24 hours of receipt of the order.
- Payments are made on the 15th of each month for all work completed in the previous month.
- Notify abstractors@courtstreetusa.com of any discrepancies within 90 days of receiving payment. Notifications after 90 days will not be reviewed.

Turn Around Time:

- Due dates are listed on each order form.
- ETA's should be provided for each order through the Vendor Web Portal or to your vendor rep.
- Communicate delays to your vendor rep.
- Your vendor rep will reach out to discuss all overdue orders. Overdue orders may be reassigned.
- If you are having trouble meeting our due dates, please communicate this with your vendor rep.

General:

- Title Searches must be completed on our title report form. A form will be provided with each order.
- Notify us if the county is not correct. Do not proceed to search in another county without approval.
- Any incomplete order can be canceled at any time without payment. If the search is complete at the time we notify you of the cancellation, it must be returned to our office within an hour of the cancellation notice in order to be paid.
- E&O insurance is required for all searchers completing title searches. We require a copy of the Certificate, and will only accept the Binder or Declaration pages temporarily until the Certificate can be provided. We ask that you add us as a certificate holder with your insurance company.
- Please provide a one week notice for any closings and vacations.
- We pre-screen each of our potential searchers to reduce risk of fraud and ensure the quality of our work. A background check may be completed at no cost to you as part of this process.
- A test search may be requested before receiving live orders.
- If you choose to sign electronically, you agree your electronic signature is the legal equivalent of your manual/handwritten signature on this Agreement, and that your signature on this Agreement (hereafter referred to as your "E-Signature") is as valid as if you signed the document in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting agreement between you and Court Street USA. You are also confirming that you are the Vendor authorized to enter into this Agreement.

Abstractor Information

Name of Company: _____

Manager or Owner: _____

Mailing Address: _____

Home County: _____

Shipping Address: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____ Fed Tax ID # or SS #: _____

Please list the names of your abstractors and their contact information:

Name	Coverage Area	Phone	Email

Please check mark the services you offer: Doc Retrieval Title Search Recordings Commercial

Do you have E & O insurance? Yes / No

Do you have the ability to send completed searches to our office throughout the day? Yes / No

How many years have you done real estate related searching? _____

Briefly describe how and where you learned to search:

Please provide at least 1 client reference:

Name: _____ Phone: _____

Authorization for Direct Deposit

Name: _____

Business Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

FEIN or SSN #: _____ Issue 1099 Yes / No

Business Legal Entity (Corporation, Partnership, Individual): _____

Bank Name: _____

Address: _____

Bank Routing #: _____

Bank Account #: _____

Account Type: Checking / Savings

This authorizes Court Street USA to send credit entries electronically or by any other commercially accepted method to my (our) account indicated above. This authorizes the financial institution holding the account to post all such entries. This authorization will be in effect until Court Street USA receives a written termination and has a reasonable opportunity to act on it.

Payments are made on the 15th of each month for all work completed in the previous month. Payments can be sent by check or direct deposit. Fill out this form if you are interested in direct deposit. If you prefer to wait to sign up for direct deposit, it can be done at any time and is not required with the set up pack.

Signature: _____ Date: _____

Gramm-Leach-Bliley Act Compliance Agreement

The Financial Modernization Act of 1999, (also known as the Gramm-Leach-Bliley Act, "GLBA") is intended to protect consumer's Non-Public Personal Information (NPPI). Court Street USA, LLC (CSUSA) may receive or have access to NPPI that is personally identifiable, or could aid in the tracing of individuals and or their confidential information. Compiling files on an individual or knowledge of a report being requested on their property is considered confidential information.

CSUSA acknowledges that many of our customers are governed by GLBA. According to the Safeguard Rule, financial institutions and service providers governed thereby are required to agree to implement and maintain such safeguards as established in the Safeguard Rules. CSUSA is responsible to guard all NPPI to the extent that CSUSA receives, or has access to, NPPI in any fashion or for any reason. The third-party vendor also acknowledges and agrees to safeguard all NPPI related to any information sent to them or requested of them by CSUSA. This agreement does not relieve the Vendor of any obligation imposed by the GLBA or any other federal and state laws.

1. The Vendor agrees that it will comply with GLBA and all portions of the Rules applicable to it. In the event that the Vendor receives or has access to NPPI, they agree to the following:
 - a. Hold and maintain all NPPI in strict confidence and not use or disclose any Customer Information to a third party. If it becomes necessary to disclose NPPI to a third party to fulfill obligations, written permission must be obtained prior to doing so. If the Vendor believes it is required by law to disclose NPPI to a third party, they must, to the extent permitted by law, notify CSUSA prior to making the disclosure to provide an opportunity to contest the disclosure with the appropriate authorities. The Vendor shall restrict access to NPPI to those persons who have a need to know the information, in order to perform their obligations.
 - b. Implement and maintain security measures to ensure confidentiality and integrity of NPPI that consists of reasonable administrative, technical, and physical safeguards necessary to assure Customer Information is safe from theft, loss, unauthorized access, copying, modification, use or disclosure during use, transmission, or storage of it. The Vendor agrees that at any time it is disposing of documents, records, or other forms of NPPI, it is destroyed in a way designed to guarantee that the NPPI contained therein cannot be reconstructed by any part after destruction. They further agree to investigate and report within twenty-four (24) hours to CSUSA any breach of the confidentiality or security of any Customer Information, along with information necessary to determine the nature of the breach.
 - c. NPPI should never be left unattended outside of your immediate work area.

2. The Vendor agrees to indemnify and hold CSUSA and its affiliated companies, its officers, directors, and employees harmless from and against any damages, loss, cost or liability, including court costs, and attorney fees arising out of, or relating to, the intentional or unintentional use, disclosure, loss of confidentiality, destruction or loss by the Vendor, its employees, or contractors of NPPI or any other violation of this agreement.

Individuals Name: _____

Title: _____

Signature: _____

Date: _____

Mutual Non-Disclosure Agreement

To protect certain information which may be disclosed between them, Court Street USA, LLC located at 101 Data Farm Rd Falmouth, KY 41040 (hereinafter referred to as "CSUSA"), and the third-party vendor (Vendor), an independent sub-contractor are entering into this Mutual Non- Disclosure Agreement.

Recitals

- A. CSUSA and the Vendor have had mutual discussions (the "Discussions") that have led to the creation of a business relationship that should benefit both parties.
- B. In connection with these efforts, CSUSA and the Vendor will each provide to the other party certain Confidential Information (as defined in this Agreement).
- C. CSUSA and the Vendor wish to provide the Confidential Information on the terms and conditions set forth.

Now, therefor, in consideration of the receipt by the parties of the Confidential Information, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged here, the parties agree as follows:

1. For purposes of this agreement, "confidential information" shall mean any information or material that is proprietary to a part or designated as confidential information and not generally known by non-party, including but not limited to any information whatsoever regarding a party's clients, all confidential and proprietary information relating to the business of the parties and includes but is not limited to information encompassed on/in all orders, databases, descriptions, business plans, test data, other data, reports, order forms, and other forms created by the parties, recommendations, other plans or proposals. The term confidential information includes both oral and written form, or contained in any other type of storage medium. Information relating to the providing party's consultants, employees, customers, research and developments, software, or marketing plans is also considered confidential information.

Confidential Information explicitly includes any consumer non-public personal financial information ("NPPI") that is covered by the Gramm Leach Bliley Act, The FTC's Safeguards Rule, and/or any other regulations adopted pursuant to the Act, and as such Act or regulations may be amended from time to time. The parties agree to keep all such NPPI confidential, and agree not to use any NPPI for any purpose other than as specified in this Agreement. All Confidential Information disclosed by the disclosing party (the "Owner") to the receiving party (the "Recipient") shall be treated by the Recipient and by its agents and employees, as confidential and shall be maintained by the Recipient and its agents and employees in confidence and shall not be disclosed to anyone in any form without the prior

written consent of the Owner. The Confidential Information shall not be used by the Recipient or its agents or employees other than in connection with the discussions.

2. The Recipient shall transmit the Confidential Information for the purposes of the Discussions only to those persons who are informed by the Recipient of the confidential nature of the Confidential Information, who shall have previously agreed to be bound by the terms and conditions of this Agreement and who are required to see the Confidential Information in connection with the Discussions. In any event, the Recipient shall be responsible for any breach of this Agreement by any of its agents or employees.
3. The Confidential Information, including the reports, software, analyses, compilations, studies or other documents, CD's or other information prepared or delivered by the Owner will be returned to the Owner or destroyed immediately upon the request of the Owner, and the Recipient shall not retain any copies thereof.
4. In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient shall provide the Owner with prompt written notice so that the Owner may seek a protective order or other appropriate remedy. The Recipient shall cooperate with the Owner in its efforts to obtain such remedies, but the Recipient shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient is legally obligated to disclose any Confidential Information, the Recipient shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.
5. Although each providing party has endeavored to include in the Confidential Information certain information which it considers to be relevant for the purpose of the Discussions, the parties acknowledge that each providing party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Each receiving party agrees that neither the providing party nor any of its directors, officers, employees, affiliates, agents, advisers or representatives shall have any liability to the receiving party or to any of its representatives resulting from the use of the Confidential Information, except in accordance with representations and warranties that may be made in any definitive agreement entered into by the parties with respect to the Discussions.
6. Neither CSUSA nor the Vendor, nor any affiliated companies shall, without the prior written consent of the other party, solicit to employ or hire as a result of such solicitation any of the employees of the other party; provided that this provision shall not prevent either party from employing any employee who contacts such party on his or her own initiative and without any direct or indirect solicitation other than in response to general solicitations of employment not specifically directed toward the employees of the other party.

7. Each party understands and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by the other party and that the non-breaching party shall be entitled, without any bond or other security being required, to specific performance and injunctive relief as remedies for any such breach or threatened breach without proof of actual damages. Such remedies shall not be exclusive remedies, however, but shall be in addition to all other remedies available to the non-breaching party at law or in equity. If the non-breaching party enforces its obligations in the event of a breach by the other party, the non-breaching party shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorneys' fees incurred by the non-breaching party in connection with such litigation, including any appeal therefrom.

8. This Agreement constitutes the complete agreement regarding the subject matter hereof and may not be amended or modified, or its requirements waived, except by a writing signed by both parties. No failure or delay in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right or power hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

Individuals Name: _____

Title: _____

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number																																										
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Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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