

# CROSSVIEW

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## REFERRAL REALTY

### **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between CrossView Referral Realty, LLC (“Broker”) and \_\_\_\_\_ (“Associate”).

The effective date of this agreement shall be the date on which this agreement is fully signed by both the BROKER and ASSOCIATE.

Broker is licensed as a real estate broker in the State of Florida and engages the services of real estate licensees for the purpose of generating listing and selling referrals.

Associate holds a valid Florida real estate license that is in good standing and desires to provide referral services to Broker.

1. **Employment:** Associate agrees to work for Broker as an Independent Contractor, and not as an employee; however, Associate understands that Broker is legally accountable for the activities of the Associate. Associate is responsible for paying all costs and obligations incurred by Associate in conducting his/her independent business. (including but not limited to: continuing education, license renewal fees, estimated income tax payments, self-employment taxes, occupational taxes and other taxes) Broker will not withhold any taxes from compensation due to Associate, nor will Broker provide worker’s compensation insurance for Associate.
2. **Associates Responsibilities:** Associate agrees that he/she will be working exclusively in the capacity of a Referral Agent, meaning that Associate shall only provide services relating to the referral of prospective customers to other real estate brokerage firms. Associate is not permitted to engage in listing, selling, leasing, renting, managing, counseling or appraising real property.
  - a. **Fair Housing:** Broker supports and practices Fair Housing principles. Associate has been advised that failure to comply with Fair Housing principles will result in appropriate disciplinary action and possible termination of this Agreement. Associate voluntarily agrees to comply with Fair Housing laws and regulations.

- b. Office Policy Manual: Broker maintains an office policy manual. Associate has received a copy and agrees to comply with the manual and such modifications, addenda, and changes as may be incorporated therein from time to time.
  - c. Compliance: Associate will not commit any act that violates Florida real estate license law and shall remain licensed and in good standing with the State of Florida Real Estate Commission.
  - d. Indemnification: Associate will indemnify and hold Broker, its officers, directors, family members, heirs, shareholders, successors and employees harmless from all claims, demands, suits, costs, and expenses, including reasonable attorneys' fees at all levels, of whatever nature and description to the extent based on Associate's representations, acts, omissions, negligence, willful misconduct, or violation of laws, rules, regulations, codes of ethics, this Agreement, or office policy manual.
  - e. Confidentiality: Associate acknowledges that Broker may disclose confidential information to Associate during the course of this Agreement. Any such information that is or should be reasonably understood to be confidential or proprietary to Broker, including customer lists, sales, costs, unpublished financial information, product and business plans, projections, marketing data, computer programs and supporting documentation, and Broker's office policy manual are considered confidential property of Broker. Associate will take reasonable steps and use due care during the term of this Agreement and after its termination to prevent the duplication or disclosure of confidential information, other than by or to Broker's employees or agents who must have access to the information to perform their duties for Broker.
  - f. Fee: Associate agrees to pay the one-time enrollment fee of \$60 within 2 days of invoice receipt. Invoice to be sent after Associate signs Agreement.
3. Compensation: Broker shall distribute to Associate those sums earned by Associate that are actually received by Broker. Any such commissions earned by Associate shall be paid to Associate by Broker promptly after receipt and processing of completed file, less any amount owed to Broker.
  - a. Associate shall earn a referral commission for any referral (including oneself) submitted to Broker via the online referral form that results in a closing with the referred agent within 12 months of the date referral form was submitted.
  - b. Referral commission paid to CrossView Referral Realty, LLC is 25% of the compensation received by the referred brokerage before any fees or commission splits. Referral commission is not calculated on any bonuses received by the referred brokerage.
  - c. Associate shall be paid 90% of the referral commission received by Broker as the result of a referral.
4. Dispute Resolution: All disputes between Associate and another Associate in Broker's firm will be resolved by Broker, and Associate agrees to abide by the decision of Broker. All disputes between Broker and Associate will be mediated under rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any.
5. Term; Termination: Either party may terminate this Agreement at any time by providing written notice to the other party. Failure by either party to maintain active licensure status pursuant to Chapter 475, Florida Statutes, will be deemed automatic termination. Upon termination of this

Agreement, Associate will return all Broker's property to Broker with no copies made or retained by Associate. In the event that Associate terminates his/her contractual relationship with Broker for any reason, all outstanding referrals that: were obtained through the efforts of the Associate during the term of this Agreement, and are not under contract to purchase or sell, shall be transferred to Associate or to Associate's new employing broker, on Associate's behalf. Broker shall retain all rights and ownership of any referrals obtained by Associate that are under contract to purchase or sell that have not yet closed. If Associate violates this Agreement, Broker may terminate this Agreement immediately, in which case Broker shall retain all rights and ownership of any referrals obtained by Associate that have not yet closed.

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND ACKNOWLEDGE RECEIPT OF CROSSVIEW REFERRAL REALTY, LLC OFFICE POLICY MANUAL. I GIVE CROSSVIEW REFERRAL REALTY, LLC PERMISSION TO MOVE AND ACTIVATE MY LICENSE.

\_\_\_\_\_  
Associate Signature and Date

\_\_\_\_\_  
Broker Signature and Date

\_\_\_\_\_  
Associate Printed Name

\_\_\_\_\_  
Broker Printed Name

Associate License Number \_\_\_\_\_

Associate e-mail \_\_\_\_\_

# CROSSVIEW

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# REFERRAL REALTY

## **OFFICE POLICY MANUAL**

This manual has been prepared to inform you of the policies and procedures of CrossView Referral Realty, LLC and to establish the company's expectations. The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this manual or elsewhere, in its sole discretion. If any discrepancy between this manual and current company policy arises, conform to current company policy. Feel free to ask questions about any of the information within this manual.

This manual supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to the team.

Customers are among our organization's most valuable assets. Every employee and independent contractor represents CrossView Referral Realty, LLC to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated by each employee and/or independent contractor. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of CrossView Referral Realty, LLC. Positive customer relations not only enhance the public's perception or image of CrossView Referral Realty, LLC, but also pay off in greater customer loyalty and increased sales and profit.

### **INDEPENDENT CONTRACTOR AGREEMENT**

The managing broker has an independent contractor relationship with its associates. Associates are not employees of CrossView Referral Realty, LLC and are not entitled to any employee benefits. Associates are responsible for all personal expenses associated with conducting real estate activities including, but not limited to: advertising, all professional licensing dues, continuing education, all taxes owed on commission earned.

Nothing in these office policies is intended to alter or amend the terms and conditions of the Independent Contractor Agreement. In particular, nothing in these office policies is intended to alter the right of either party to terminate the independent contractor agreement, with or without cause, to managing Broker as set forth in the Independent Contractor Agreement. Neither the policies contained in this manual, nor any other written or verbal communication by the managing Broker, are intended to create a contract of employment or a warranty of benefits. The policies contained herein may be added to, deleted, or changed by the Company in its sole discretion, except that the managing broker will not modify the policy regarding the parties' independent contractor relationship in any case. No officer, employee, or other representative of the Firm is authorized to enter into an agreement – express or implied – with any associate for employment.

## **REFERRAL ONLY TRANSACTIONS**

Associates are engaged by Broker for the sole purpose of referring customers to other real estate brokerage firms in return for a referral fee. Associates are not permitted to engage in: listing, selling, leasing, renting, managing, counseling or appraising real property. Associates are not members of any board of Realtors®, MLS or other realtor associations. CrossView Referral Realty, LLC is a limited function referral company.

## **BROKERAGE RELATIONSHIP**

Associates must disclose to customer that Associate is only referring their business to a Realtor® who will then help them with buying and/or selling needs. Therefore, Associates has no brokerage/agency relationship with the customer.

## **SUBMITTING A REFERRAL**

All referrals MUST be submitted online at [www.crossviewreferralrealty.com](http://www.crossviewreferralrealty.com) under the “Submit a Referral” tab to be considered a valid referral. Should you directly send a referral to a Realtor® and not complete the referral form online first, no referral commission will be paid. How the referral submission works:

1. Receive permission to refer the customer to a Realtor®
2. Complete the referral form on our website
  - a. If you have a specific Realtor® that you want to send a customer to please make sure their name, email and phone number are posted on the referral form when you submit it. Also, if you negotiated a referral percentage other than 25% you must put that in the form when you submit it. If you don't we will process the referral at our standard 25%.
3. Receive confirmation that your referral form was received by our office (this will include the name of the Realtor® that was given your referral – comes within 1 business day of submitting referral)

4. Let the customer know who they should expect to hear from
5. Sit back and let us do or magic, once the home closes, you get paid

You can submit a referral **ANYWHERE**. We have referral partners all over the U.S. that are ready to help your customer purchase and/or sell a property.

Broker will make every effort to place your referral with the Realtor® of your choosing, should you list one on the referral form when you submit it. The exception would be if the Realtor® of your choosing is unavailable or does not want to accept the referral.

## COMMISSION BREAKDOWN

Associate is entitled to 90% of the referral commission received by Broker as the result of a referral that successfully closed on a property within 12-months of the referral form being submitted. There is one exception to this rule: should a customer purchase a new construction home and they are under contract at least 30 days prior to the 12-month referral deadline, the referral fee would still be due upon closing, even if closing is after the 12-month referral deadline.

The referral percentage is based off the commission received and not off any bonuses that might have been paid to the referred Realtor®.

Below is an example of what you would expect to receive as a referral fee assuming the sales price was \$300,00 and the commission percentage received was 3%.

Example:

- Sales Closing Price: \$300,000
- Commission Percentage: 3%
- Commission Check Referred Broker Receives: \$9,000
- Referral Commission of 25% due to CrossView Referral Realty, LLC: \$2,250
- Your 90% Commission: \$2,025

## PAYMENT METHOD

Once the real estate transaction closes, the receiving brokerage will pay CrossView Referral Realty, LLC the 25% referral fee. CrossView Referral Realty, LLC will then pay you 90% of the referral fee received via direct deposit. (It is Associates responsibility to notify Broker if direct deposit information has changed since becoming active with CrossView Referral Realty, LLC.) Broker makes every effort to pay out within 1 week of the home closing. What would delay paying out Associate is a delay in the receiving brokerage sending the referral fee to CrossView Referral Realty, LLC. No funds will be paid out until CrossView Referral Realty, LLC has received the correct referral amount from receiving brokerage.

## PURCHASE AND/OR SALE OF PERSONAL PROPERTY

Selling Personal Property: Should Associate want to sell a property they have ownership interest in, Associate may sell FSBO or submit a referral form online as the customer.

1. Selling FSBO: Associate must disclose on any advertising, as well as with potential buyers, that they hold an active real estate license.
  - a. Associate is not to use the name CrossView Referral Realty, LLC on any documents. The property is being sold FSBO and should be treated as if Associate is a non-licensed consumer selling FSBO.
  - b. Associate must notify Broker once the property is offered FSBO, property is under contract and when property closes.
  - c. No commission is due to CrossView Referral Realty, LLC.
2. Selling as a Referral: When Associate chooses to refer themself to a Realtor<sup>®</sup>, Associate must complete the online referral form. The standard referral percentage of 25% can be negotiated with the referred Realtor<sup>®</sup> as long as it is done before the Realtor<sup>®</sup> agrees to take the referral and it MUST be in writing. (When completing the online referral form put in the comments what referral percentage you are wanting, what Realtor<sup>®</sup> you are using and their contact information for us to submit a referral agreement to.) The 90% split with CrossView Referral Realty, LLC still applies.

Buying a Personal Property (non-investment): Should Associate want to purchase a personal property, Associate may purchase without help from a Realtor<sup>®</sup> or may choose to submit a referral form online as the customer.

1. Purchasing without a Realtor<sup>®</sup>: Associate can represent themself in the purchase of a home. In this case there is no representation on the buying side and therefore no commission.
  - a. Associate would work to negotiate a lower price with the seller instead of asking for any commission.
  - b. Associate to disclose to the seller that Associate holds an active real estate license prior to signing a contract.
  - c. Associate is not to use the name CrossView Referral Realty, LLC on any documents. The property is being purchased with no representation and should be treated as if Associate is non-licensed consumer purchasing without a Realtor<sup>®</sup>.
2. Purchasing with a Realtor<sup>®</sup>: Associate would refer themself to a Realtor<sup>®</sup>, Associate must complete the online referral form. The standard referral percentage of 25% can be negotiated with the referred Realtor<sup>®</sup> as long as it is done before the Realtor<sup>®</sup> agrees to take the referral and it MUST be in writing. (When completing the online referral form put in the comments what referral percentage you are wanting, what Realtor<sup>®</sup> you are using and their contact information for us to submit a referral agreement to.) The 90% split with CrossView Referral Realty, LLC still applies.

Buying an Investment Property: Should Associate want to purchase an investment property; Associate may purchase with the help from a Realtor® by submit a referral form online as the customer or Associate will need to move their license to another brokerage.

1. Purchasing without a Realtor®: Associate is wanting to purchase an investment property without the help of a Realtor®, Associate will need to find another brokerage to move their license to prior to putting an offer on a property and notify CrossView Referral Realty, LLC.
2. Purchasing with a Realtor®: Associate would refer themself to a Realtor®, Associate must complete the online referral form. The standard referral percentage of 25% can be negotiated with the referred Realtor® as long as it is done before the Realtor® agrees to take the referral and it MUST be in writing. (When completing the online referral form put in the comments what referral percentage you are wanting, what Realtor® you are using and their contact information for us to submit a referral agreement to.) The 90% split with CrossView Referral Realty, LLC still applies.

## ADVERTISING/MARKETING

DBPR has strict rules about what you can and can't do when it comes to advertising your services as a real estate agent and being a referral agent is no different. Florida License Law and rules require that the Associate include the CrossView Referral Realty, LLC logo and information if the Associates name is used.

If you would like to advertise on social media, websites, written or otherwise, you are required to send us a copy so we can review it for compliance. We can send you the CrossView Referral Realty, LLC logo should you ask.

CrossView Referral Realty, LLC adheres strictly to the Florida License Law and rules regarding advertising

## FAIR HOUSING

CrossView Referral Realty, LLC has zero tolerance for violations of the Fair Housing laws and prohibits any customer, customer, Associate, or employee from discriminating in the provision of any of the company's services on the basis of age, sex, race, color, religion, physical or mental disability, familial status, marital status, national origin, ancestry, genetic information, sexual orientation, source of income, or any other protected category.

The parties agree to comply with all applicable federal, state and local fair housing laws.

Please visit the EEOC website for more information on the various types of discrimination prohibited by law and protected classes: <https://www.eeoc.gov/laws/types/>



Any violation of fair housing laws or this policy must be reported to the managing Broker immediately. Independent contractors are prohibited from engaging in any conduct in violation of this policy and are subject to removal from their duties or activities with the Firm for violations of this policy.

## **DO NOT CALL COMPLIANCE**

As you are probably aware, the Federal Trade Commission (“FTC”) adopted regulations under the Federal Telephone Consumer Protection Act (“Act”) adopting a national Do Not Call Registry (“DNC Registry”). The FTC and the Federal Communications Commission (“FCC”) are charged with adopting rules to implement the Act and handling complaints concerning violations of the Act. This policy is adopted by CrossView Referral Realty, LLC to provide guidance for members of the Company in connection with compliance with the Act and the DNC Registry.

The policy is that the Company, all of its sponsored Associates, and any of its employees and representatives, will comply with the Act and DNC Registry.

The Company reserves the right to amend or modify this policy at any time as may be determined necessary by the Company.

All Associate and employees should make themselves familiar with the National Do Not Call Registry rules and regulations. They can be found here: <https://www.donotcall.gov/faq/faqbusiness.aspx>

## **ASSOCIATE INFORMATION**

Associate is responsible for updating Broker of any changes to: address, number, e-mail, direct deposit, license status, etc.

## **LICENSE RENEWAL**

Associate must maintain a valid Florida real estate license in good standing. Should Associate fail to take and/or pass the necessary continuing education requirements, and/or renew with DBPR, Associate understands that their license will be suspended or revoked, and Associate will be immediately terminated by brokerage. Associate is responsible for keeping up with their own license requirements.

## **ASSOCIATE TERMINATION WITH BROKERAGE**

Associate may leave CrossView Referral Realty, LLC at any time by providing written notice to Broker. Upon termination, Associate will return all Broker’s property to Broker with no copies made or retained by Associate. Any outstanding referrals that were obtained through the Associate during the term of this

agreement, and are not under contract to purchase or sell, shall be transferred to Associate or to Associates new employing Broker, on Associates behalf. Broker shall retain all rights and ownership of any referrals obtained by Associate that are under contract to purchase or sell that have not yet closed. If Associate violates this agreement, Broker may terminate this agreement immediately, in which case Broker shall retain all rights and ownership of any referrals obtained by Associate that have not yet closed.

Should Associate want to get back into real estate full-time, the broker at CrossView Realty, Inc would be happy to meet with Associate to discuss any and all opportunities available at CrossView Realty, Inc.

## RECRUITING OTHER ASSOCIATES

CrossView Referral Realty, LLC is always looking for new referral agents to join our team. Should you know of someone that has an active Florida real estate license but isn't able to or doesn't want to be a full-time Realtor® please have them visit our website ([www.crossviewreferralrealty.com](http://www.crossviewreferralrealty.com)) and complete the join our team form.

By signing below, I acknowledge that I have read and understand the office policy manual in its entirety. I will abide by the policies or will be terminated from CrossView Referral Realty, LLC.

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**Associate Signature and Date**

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**Managing Broker Signature and Date**

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**Associate Printed Name**

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**Managing Broker Printed Name**

# CROSSVIEW

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## REFERRAL REALTY

### ASSOCIATE DIRECT DEPOSIT AUTHORIZATION FORM

**Please Check One:**

NEW Direct Deposit

CHANGE Direct Deposit

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_

NAME ON BANK ACCOUNT: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

(9) DIGIT ROUTING NUMBER: \_\_\_\_\_

TYPE OF ACCOUNT:  CHECKING  SAVINGS

**Approvals/Authorizations** - I certify that the information provided on this form is correct, and I hereby authorize CrossView Referral Realty, LLC (CVRR) to electronically deposit payments to the bank account designated above. It is my responsibility to notify CVRR (crossviewreferralrealty@gmail.com) immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the deposit paid. I understand that I must notify CVRR in writing immediately of any changes in status or banking information. Should any fees be charged to CVRR for wrong account information they will be passed onto Associate. I understand that this authorization will remain in full force and effect until CVRR has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than ten (10) business days.

**NAME** \_\_\_\_\_

**SIGNATURE & Date** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

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

#### Exempt payee code.

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

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on 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 territory, 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 territory.
- 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 as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered 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 territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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

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

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.



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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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