

Business Account Information

Before You Begin: Required Documents and Instructions

1. Gather the following documents and include them with your submission:
 - Completed IRS W-9 Form (forms at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Sales Tax Certificate
 - Photo ID (for Sole Proprietors or entities not registered with the Secretary of State)
2. Read and fill the form out in its entirety. Mark fields that do not apply to your business with *N/A*.
3. Send the form and related documents to:

NBG
610 Coit Road, Suite 200
Plano, TX 75075

Fax: 214.956.7614
Email: support@ntrbulliongroup.com

Section 1: The USA PATRIOT Act of 2001

The USA PATRIOT Act of 2001 requires financial institutions, including dealers in precious metals, to establish an anti-money laundering program to deter and detect money laundering and the financing of terrorism. NTR Bullion Group supports the Act's purpose, and appreciates your assistance in meeting its requirements.

By transacting business with NTR, Customer agrees to the USA PATRIOT Act provisions and other provisions of NTR's General Terms & Conditions, including specifically that Customer:

- (a) has a written anti-money laundering program that complies with the USA PATRIOT Act and the Bank Secrecy Act, or
- (b) is not a "dealer in precious metals, stones and jewels" as defined in the USA PATRIOT Act, or
- (c) is exempt from compliance therewith by one of the following:

Retailer exemption. Retailers that purchase only from other dealers who follow a U.S. anti-money laundering program are exempt from compliance. Additionally, retailers who purchase less than \$50,000 of covered goods from non-U.S. dealers and members of the general public are exempt from compliance.

Pawnbroker exemption. Businesses properly licensed and registered as pawnbrokers under state or municipal law are specifically exempted from the Interim Final Rule's definition of "dealer", and are not required to comply.

Section 2: Applicant Information

Full Name of Individual Completing Form

Title

Email

Driver's License Number, and State Where Issued

Phone Number

Section 3: General Business Information

Full Legal Name of Business

Type of Organization

Corporation Partnership LLC Sole Proprietor Other _____

Business Phone

Business Fax

Business Email

Business Address

City

State

Zip

How did you hear about NTR?

Referral _____ Ad/Postcard Sales Rep Other _____

Section 4: Company Information

Type of Business

Pawn Shop Jewelry Repair Jewelry Manufacturer Jewelry Retail Collector/Broker
 Coin Dealer Gold/Precious Metal Buyer Antique/Collectible Dealer Other _____

Sales Tax number

Federal EIN or Social Security number

Years in Business

State of Incorporation

Where does your business operate?

Office Building Flea Market Retail Location Home Other _____

Buying Frequency

Daily Weekly Monthly Annually/Bi-Annually Other _____

Do you import or export precious metal?

If Yes, what is the country of origin of the imported/exported metal?

Principal's Name

Principal's Title

Principal's Date of Birth

Principal's Name

Principal's Title

Principal's Date of Birth

(Add additional Principals as required)

Section 5: References

Bank Reference / Contact

Trade organizations of which you are a member (check all that apply):

Jewelers Board of Trade National Pawnbrokers Association Industry Council for Tangible Assets
 Independent Jewelers Organization Manufacturing Jewelers and Suppliers of America Professional Numismatists Guild
 Retail Jewelers Organization American Numismatic Association Other _____

Trade Reference Name

Trade Reference Phone

Trade Reference Account

NTR BULLION GROUP
GENERAL TERMS & CONDITIONS

The following sets forth the terms and conditions applicable to all dealings and transactions between Customer and the following entities: NTR Bullion Group, LLC and all of its affiliates, successors, subsidiaries and related entities (collectively "NTR Bullion"). Customer agrees to be bound by these General Terms & Conditions.

1. **ARBITRATION.** CUSTOMER AGREES THAT ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN CUSTOMER AND NTR BULLION ARISING IN ANY WAY FROM ANY DEALING(S) OR TRANSACTION(S) BETWEEN CUSTOMER AND NTR BULLION OR FROM THESE GENERAL TERMS & CONDITIONS SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT IF APPLICABLE, OR OTHERWISE PURSUANT TO THE TEXAS GENERAL ARBITRATION ACT, AND SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE BEFORE A SINGLE ARBITRATOR IN DALLAS, TEXAS IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION FOR COMMERCIAL ARBITRATION AND SHALL BE GOVERNED BY THE APPLICABLE PROVISIONS OF THESE GENERAL TERMS & CONDITIONS. CUSTOMER AGREES NOT TO PURSUE ANY CLAIM AGAINST NTR BULLION IN A REPRESENTATIVE CAPACITY OR ON BEHALF OF OTHERS, AND CUSTOMER WAIVES ANY RIGHT TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE AS A PARTY TO A CLASS ARBITRATION. ANY DECISION RENDERED IN SUCH ARBITRATION IS BINDING ON ALL OF THE PARTIES, AND JUDGMENT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. FEES AND EXPENSES OF THE ARBITRATOR AND ARBITRATION SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES. CUSTOMER AND NTR BULLION WILL EACH BE RESPONSIBLE FOR THEIR OWN ATTORNEYS' FEES AND COSTS AND THE ARBITRATOR HAS NO DISCRETION TO SHIFT ATTORNEYS' FEES OR COSTS OF THE CUSTOMER TO NTR BULLION; PROVIDED, HOWEVER, THAT IN THE EVENT OF DEFAULT BY CUSTOMER UNDER A FORWARD TRANSACTION (AS DESCRIBED IN PARAGRAPH 18), THE CUSTOMER SHALL BE RESPONSIBLE FOR ALL LEGAL AND OTHER EXPENSES INCURRED BY NTR BULLION (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS AND ANY ARBITRATION FEES AND COSTS) AS A RESULT OF SUCH DEFAULT. IF CUSTOMER BRINGS AN ACTION AGAINST NTR BULLION IN ANY PROCEEDING OTHER THAN ARBITRATION AS REQUIRED BY THESE GENERAL TERMS & CONDITIONS, OR UNSUCCESSFULLY CHALLENGES OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, CUSTOMER SHALL BE RESPONSIBLE FOR ALL LEGAL AND OTHER EXPENSES INCURRED BY NTR BULLION (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS) IN COMPELLING ARBITRATION, ENFORCING THIS ARBITRATION PROVISION OR DEFENDING OR ENFORCING THE ARBITRATION AWARD.
2. **Shipping.** Customer will bear sole responsibility and liability for shipping any precious metal-bearing products (collectively, the "Material") to NTR Bullion, and Customer will arrange for all shipments to be FOB NTR Bullion, Dallas or Plano, Texas as directed by NTR Bullion. Customer is required to enclose a separate NTR Bullion or equivalent packing list for each package that includes a complete description of each item, its condition, quantity and associated NTR Bullion-assigned contract number. NTR Bullion shall not be liable for any loss, damage or other claim if Customer fails to provide the required packing list.
3. **Packaging.** Customer will ship all Material in double-boxed or metal containers sufficiently secured so as to ensure the integrity of the Material until the containers arrive at NTR Bullion's premises. NTR BULLION assumes no responsibility for Material that arrives in unsecured or damaged containers.
4. **Return of Material.** NTR Bullion reserves the right at any time to reject Customer's Material without explanation and return it to Customer at Customer's expense, without any liability of NTR Bullion to Customer.
5. **Customer represents and warrants that:**(a) none of the Material it provides to NTR Bullion will originate from, relate to, further, or be involved or derived in any way from any type of activity that is criminal, illegal, illicit, or otherwise prohibited, and (b) Customer has complied with all applicable holding and reporting requirements relating to the Material.
6. **Customer represents and warrants that** Customer has in place a written anti-money laundering program, or is exempt from this requirement, according to the USA PATRIOT Act.
7. **INDEMNITY.** AS A CONDITION OF DOING BUSINESS WITH NTR BULLION, CUSTOMER AGREES THAT IF CUSTOMER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS HEREIN, CUSTOMER WILL INDEMNIFY AND HOLD NTR BULLION HARMLESS FROM ANY AND ALL INJURIES, COSTS, SUITS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPERT FEES, AND ALL COSTS OF DEFENSE OF SUCH CLAIMS, INCLUDING ALL LIABILITIES, CONSEQUENTIAL LOSSES, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OF STORAGE/ HANDLING/ DISPOSAL/DECONTAMINATION, PUNITIVE OR EXEMPLARY DAMAGES, STATUTORY DAMAGES AND CLAIMS BY ANY STATE, THE U.S. GOVERNMENT OR THEIR AGENCIES, THAT NTR BULLION MAY INCUR AS A RESULT OF SUCH FAILURE BY CUSTOMER. CUSTOMER ALSO AGREES TO INDEMNIFY AND HOLD NTR BULLION HARMLESS FROM ALL INJURIES, COSTS, SUITS AND EXPENSES ARISING OUT OF INJURIES TO PERSONS OR LOSS, DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING PROPERTY OR MATERIAL OF CUSTOMER, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH NTR BULLION, REGARDLESS OF WHETHER CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF NTR BULLION.
8. **Taxes and Duties.** NTR Bullion's quotes and transaction statements do not include any taxes or duties. Customer is solely responsible for all taxes and duties that may apply to transactions with NTR Bullion.
9. **Customer will promptly provide written notice to NTR Bullion of any changes to the ownership of Customer's business within fifteen (15) days of such change.**
10. **Applicable Law.** The rights and obligations of NTR Bullion and Customer provided for in these General Terms & Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law principles.
11. **LIMITATION OF LIABILITY.** IN ADDITION TO THE INDEMNITY OBLIGATIONS SET FORTH IN PARAGRAPH 7, CUSTOMER AGREES THAT NTR BULLION'S MAXIMUM, TOTAL LIABILITY TO CUSTOMER FOR LOSS OF, OR DAMAGE TO MATERIAL, SHALL BE LIMITED TO THE LESSER OF: A) THE CUSTOMER'S DECLARED TOTAL VALUE OF MATERIAL FOR SHIPPING PURPOSES, AND B) THE ACTUAL, PROVEN AMOUNT PAID BY CUSTOMER FOR THE MATERIAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE GENERAL TERMS & CONDITIONS, IN NO EVENT SHALL NTR BULLION BE LIABLE FOR ACTUAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST, ATTORNEYS FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.
12. **Notice of Customer Complaints.** Customer must notify NTR Bullion in writing within 10 days after receipt of Material or payment (whichever is later) of any controversy, claim, or dispute arising out of the transaction(s) between Customer and NTR Bullion. If Customer fails to provide such written notice within 10 days, then Customer agrees that it is forever barred from bringing a claim for loss, damage, or other relief relating to such controversy, claim or dispute.
13. **Trades.** All bullion transactions must be placed through the bullion trading desk (tel. 214-956-7600) of NTR Bullion.
14. **Acceptable Forms of Payment.** NTR Bullion accepts only the following forms of payment: bank wire, company check, or refining credit from NTR Metals, LLC. Material will not be shipped to Customers paying by check until the check clears and funds transfer.
15. **Transactions.** Any payment received by NTR Bullion from Customer in exchange for the shipment of Material to Customer constitutes a contemporaneous exchange for new value within the meaning of section 547(c)(1) of the United States Bankruptcy Code. Transactions between Customer and NTR Bullion involving the purchase and sale of Material (a) are made in the ordinary course of the business and financial affairs of Customer; and (b) consist of transfers made in the ordinary course of the business or financial affairs of Customer and NTR Bullion. Further, these transactions are made pursuant to ordinary business terms.
16. **Bullion Receipt.** Material sent by Customer to NTR Bullion will be first applied to fill the oldest outstanding NTR Bullion purchase order(s).
17. **Business Day.** Business day means 9:00 am to 5:00 pm CST, Monday through Friday, excluding days on which NTR Bullion is closed due to federal or state holidays.
18. **Forward transactions, Cancellations, Returns.** Forward transactions (i.e., orders for sales or purchases of Material at predetermined pricing) between Customer and NTR Bullion are final, binding agreements. Forward transactions cannot be cancelled, nor Material returned. Customers may choose to make subsequent purchases or sales of Material at current market prices. If Customer fails to deliver payment and/or Material to NTR Bullion for forward transactions within 3 business days (or other time agreed in writing) after the order date, then Customer shall owe and pay to NTR Bullion the difference between the agreed upon transaction price and the current market price as reasonably determined by NTR Bullion as an offsetting transaction. Any market gains shall belong to and inure to the benefit of NTR Bullion. Customer grants to NTR Bullion a lien, security interest, and right of set off as security for these and any other liabilities and obligations of Customer to NTR Bullion upon all of Customer's open accounts, pool accounts, and other Customer Materials in NTR Bullion's possession, custody or control. Open forward transactions will be settled in the order in which they were executed.
19. **Pricing.** Due to continually-changing market prices for precious metal and bullion, offers made by NTR Bullion for the purchase or sale of Material remain open only for the duration of the telephone call during which they are conveyed, and are thereafter withdrawn. A spot price for precious metal is reasonably determined by NTR Bullion in its sole and absolute discretion and is valid for the duration of the telephone call during which it is conveyed. Pricing on the NTR Bullion website is for informational purposes only and does not constitute an offer to buy or sell.
20. **If a typographical, mathematical or other error is made in the calculation of the price offered or payment from NTR Bullion to the Customer for the Customer's Material or payment from the Customer to NTR Bullion for NTR Bullion's Material, Customer agrees to take all steps requested by NTR Bullion to rectify the error. Customer further agrees to indemnify and hold NTR Bullion harmless from and against all damages or liability arising from any such error.**

GENERAL TERMS & CONDITIONS

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| <p>21. Force Majeure. NTR Bullion shall not be liable for any delay or nonperformance caused, in whole or in part, by the occurrence of any contingency beyond the control of NTR Bullion, including, but not limited to, failure or delay in transportation, acts of government or agency, sabotage, terrorism, acts of God or shortage of materials.</p> <p>22. These General Terms and Conditions supersede any prior agreements, terms, conditions, understanding and arrangements between NTR Bullion and Customer, and constitute the entire agreement and understanding between NTR BULLION and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties regarding this subject matter except those specifically set forth herein. These General Terms and Conditions may only be modified or amended by written instrument duly executed by NTR Bullion and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer. Neither party's rights or obligations hereunder shall be assigned by either party without the prior written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets or business to which these General Terms and Conditions relate. Any third-party beneficiaries are prohibited from attempting to enforce these General Terms & Conditions against NTR Bullion.</p> <p>23. If any provision of these General Terms & Conditions is found by a court of competent jurisdiction or an arbitrator to be wholly or partly invalid, then such provision shall not form a part hereof. The remaining provisions will nonetheless be valid and enforceable.</p> <p>24. The waiver by NTR Bullion of any Customer breach of these General Terms and Conditions, or forbearance of NTR Bullion to enforce its rights hereunder, shall not operate or be construed as a waiver of any subsequent breach by Customer or a waiver of other rights of NTR Bullion.</p> <p>25. As a condition to entering into any transaction with NTR Bullion, Customer authorizes NTR Bullion to make such credit, criminal, and other background investigations of Customer as NTR Bullion deems appropriate for compliance with the USA PATRIOT Act, credit verification, or otherwise. Customer agrees</p> | <p>to provide NTR Bullion with the information required to make the aforesaid investigations, such as Social Security or Federal Employer Identification numbers.</p> <p>26. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, SHALL BE BINDING UPON NTR BULLION UNLESS EXPRESSED IN WRITING HEREIN. NTR BULLION SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT NTR BULLION DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR GRADE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE THAT RELATE TO ANY SERVICES PROVIDED BY NTR BULLION, OR ANY OTHER ASPECT OF CUSTOMER'S DEALINGS OR TRANSACTIONS WITH NTR BULLION.</p> <p>27. Death of Customer. Customer agrees that if Customer dies or becomes incapacitated or incompetent during a pending transaction with NTR Bullion, then NTR Bullion shall have the sole discretion to (a) terminate the pending transaction and reclaim any Material or monies provided by NTR Bullion to Customer and for which NTR Bullion did not receive the agreed consideration, or (b) require the completion of the pending transaction through Customer's authorized agent, representative, or estate.</p> <p>28. Investment Risks. Customer understands and acknowledges that: (a) all investments, including coins and bullion, involve risk, (b) the value of coins and bullion may be affected by many economic factors, including current market prices, perceived scarcity, quality, and current demand, (c) investing in coins and bullion may not be suitable for everyone, (d) all investments, including coins and bullion, can decline as well as increase in value. Customer warrants and represents that Customer is a commercial entity with experience in the sale and purchase of coins and bullion, and has adequate cash reserves and disposable income to engage in such investments.</p> |
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ACKNOWLEDGEMENT AND AGREEMENT

Customer, by the below signature of its duly authorized representative, represents that all information provided on this Business Account Information form is true and accurate, certifies that the indicated business either has in place a written anti-money laundering program or is exempt from this requirement, and that Customer has read, understands, consents to and agrees to be bound by all NTR Bullion General Terms & Conditions as set forth above.

Customer

Printed Name of Authorized Representative

Title

Signatures of Authorized Representatives

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		

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

Employer identification number									
				-					

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).

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 4.

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.

Purpose of Form

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

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

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. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

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

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.