



DEALER AGREEMENT

This form must be completed to process the AUL Corp. Dealer Agreement

Phone: **800.826.3207** Fax: **707.259.1867**

*** DATE SIGNED**

DEALERSHIP ID # AUL USE ONLY

*** AGENT ID #** AGENCY USE ONLY

*** PRICING**

/	/
Month	Day
Year	

STANDARD CUSTOM**

*Checklist & Account Management Form is required if custom is selected.

* Denotes Required Fields

DEALERSHIP INFORMATION

SERVICE DRIVE

* DEALERSHIP NAME _____		DBA _____	
* LOCATION ADDRESS _____	* CITY _____	* STATE _____	* ZIP CODE _____
* MAILING ADDRESS <small>(if different from physical address)</small> _____	* CITY _____	* STATE _____	* ZIP CODE _____
* SERVICE DEPARTMENT NAME <small>(enter "N/A" if not applicable)</small> _____			
* SERVICE DEPARTMENT ADDRESS <small>(if different from dealership address)</small> _____	* CITY _____	* STATE _____	* ZIP CODE _____
WEBSITE ADDRESS _____			
DEALER PRINCIPAL NAME & E-MAIL ADDRESS _____			
PRIMARY CONTACT NAME & E-MAIL ADDRESS _____			
()	()	()	
DEALERSHIP TELEPHONE _____	DEALERSHIP FACSIMILE NUMBER _____	SERVICE DEPT. TELEPHONE NUMBER <small>(if applicable)</small> _____	

PERSONNEL INFORMATION

FINANCE MANAGER NAME & EMAIL ADDRESS _____	GENERAL MANAGER NAME & EMAIL ADDRESS _____
SERVICE MANAGER NAME & EMAIL ADDRESS _____	BACK OFFICE/CONTROLLER NAME & EMAIL ADDRESS _____
WARRANTY CLERK NAME & EMAIL ADDRESS _____	

QUESTIONNAIRE

AVG VEHICLES SOLD PER MONTH _____	PROJECTED VSC SALES / MONTH _____	* PLEASE CHECK DEALERSHIP TYPE	<input type="checkbox"/> FRANCHISE <input type="checkbox"/> INDEPENDENT
AVG VEHICLE INVENTORY _____	AVG VEHICLE MILEAGE _____	SERVICE DEPT INFO: <small>IF APPLICABLE</small>	RETAIL RATE <small>PER HOUR</small> _____ LABOR BOOK <small>SERVICE MANUAL</small> _____

FOR AGENCY USE ONLY

AGENCY NAME _____	
MAIN CONTACT _____	
E-CONTRACTING INFORMATION	
DMS PROVIDER(s):	NAME _____ NAME _____
MENU PROVIDER(s):	NAME _____ NAME _____

PLEASE E-MAIL THIS FORM TO:
Salessupport@aulcorp.com

VEHICLE SERVICE AND ANCILLARY CONTRACT PROGRAM DEALER AGREEMENT

Dealership Name: _____

Address: _____

Phone: () _____

This AGREEMENT is made this _____ day of _____, 20_____, by and between the above named Dealership, and any affiliated stores listed in Schedule A if applicable, who are in the business of selling new and used vehicles (hereinafter referred to as "DEALER") and Protective Administrative Services, Inc., on behalf of the affiliated Protective company named as the obligor or administrator under the service or ancillary contract issued by DEALER, of 14755 N. Outer Forty Rd., Ste. 400, Chesterfield, MO 63017 (hereinafter referred to as "COMPANY").

Preamble

DEALER desires to offer vehicle service contracts and/or ancillary contracts, administered by COMPANY, to its customers purchasing a new or used vehicle. COMPANY has agreed to administer the contracts for DEALER, subject to the terms and conditions of the AGREEMENT.

Agreement

In consideration of the foregoing recitals and of the representations, warranties, covenants, agreements and conditions contained herein, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

I. Definitions:

- A. The term "PROGRAM" refers to the Vehicle Service Contract Program, or an Ancillary Contract Program for new and used vehicles, administered by COMPANY for the benefit of DEALER and its customers. The Ancillary Contract product line includes vehicle protection or consumer contracts such as the following, offered on a standalone basis or in combination with one another: Tire & Wheel Protection, Paintless Dent Repair, Key Replacement protection, Theft/Etch, Excess Wear & Tear, Paint & Fabric protection, Windshield Repair and Replacement.
- B. The term "CONTRACT" refers to a Vehicle Service Contract/Agreement or Ancillary Contract/Agreement approved by COMPANY and properly sold or provided by DEALER, incidental to and as a natural extension of its business of selling or leasing vehicles.
- C. The term "CONTRACT HOLDER" refers to the purchaser or proper recipient of a CONTRACT.
- D. The term "COVERED REPAIRS" refers to repairs, replacement, labor, materials, and any other services of the DEALER or the Obligor under the CONTRACTS.
- E. The term "NET DEALER COST" refers to the amount outlined in the dealer rate schedule that is remitted by DEALER to COMPANY for each CONTRACT.
- F. The term "REPAIR FACILITY" means a person or entity in the business of repairing vehicles and that has agreed with COMPANY to honor claims for COVERED REPAIRS under CONTRACTS.
- G. The term "INSURANCE CARRIER" refers to the company issuing the insurance product described in Article II Section C below.

II. The Obligations of COMPANY:

- A. COMPANY is appointed and shall act as the administrator for CONTRACTS DEALER issues and COMPANY is authorized, when requested by DEALER, to perform the services to the extent necessary to meet DEALER's needs and CONTRACT's obligations, if any. COMPANY shall perform the following services:
1. Provide administrative forms, promotional displays, manuals, and unexecuted CONTRACT forms to enable DEALER to sell and issue CONTRACTS and to administer the PROGRAM, to the extent the responsibility for administration has not been delegated to COMPANY; and
 2. Upon proper notice verify that CONTRACTS are valid and enforceable prior to DEALER or REPAIR FACILITY performing COVERED REPAIRS. DEALER agrees that when repairs are provided by a REPAIR FACILITY, claim payments shall be paid directly to the REPAIR FACILITY or to reimburse CONTRACT HOLDER, and COMPANY shall have no liability to DEALER for such payments or any loss or damage caused by defective materials installed by, or the workmanship or negligence of, REPAIR FACILITY.
- B. For CONTRACTS for which DEALER is the obligor, COMPANY or its affiliate shall administer DEALER's written obligations as set forth on CONTRACT forms approved in advance by COMPANY and INSURANCE CARRIER, provided that COMPANY or its affiliate acting as administrator shall be responsible for DEALER's valid and proper claims submitted under the PROGRAM subject to timely reporting of CONTRACTS by DEALER.
- C. COMPANY shall provide and maintain, at DEALER's expense, a contractual liability reimbursement insurance policy, performance bond, or appropriate insurance product, issued to the Obligor or DEALER, which shall provide coverage, subject to INSURANCE CARRIER's underwriting rules as to eligible vehicles and for coverage of valid and proper claims for COVERED REPAIRS submitted under the PROGRAM and other terms and conditions of the coverage.
- D. COMPANY shall review, adjust, investigate and settle claims for COVERED REPAIRS by CONTRACT HOLDERS which are presented and were verified and approved by COMPANY under the PROGRAM. DEALER, REPAIR FACILITY, or CONTRACT HOLDER shall then be reimbursed for COVERED REPAIRS to the extent provided under this AGREEMENT, the CONTRACT and the insurance product described in Article II Section C above.
- E. COMPANY shall compute payment to DEALER or REPAIR FACILITY on all COVERED REPAIRS claims at the customary reasonable retail labor rate for the time provided as listed in a nationally accepted manual, such as may be used by DEALER and where repairs are performed by DEALER the manufacturer's suggested retail price for parts. The labor rate must be authorized by the factory for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. DEALER may adjust its retail labor rate once in any twelve (12) month period if agreed to by COMPANY. Any request for an increase in labor rates should be submitted to COMPANY in writing by the DEALER's principal or designee, accompanied by the factory's authorization for the increased rate. Subject to prior approval of COMPANY, sublet work will be reimbursed at the DEALER's actual cost plus ten percent (10%), except complete or total sublet repairs, which will be reimbursed at DEALER's cost.
- F. None of the obligations of COMPANY set forth under this AGREEMENT shall be construed as COMPANY's assumption of DEALER's risk or liability. However, for CONTRACTS issued by a third party Obligor; COMPANY acknowledges that the DEALER has no direct covered claim payment obligations to the CONTRACT HOLDER, though DEALER has other obligations, including refund and payment obligations while acting as a representative for such third party Obligor.
- G. COMPANY, upon proper cancellation of a CONTRACT, shall fulfill its obligations under the CONTRACT and provide refund(s) of its portion of the CONTRACT premium, less cancellation fees, if any.
- H. As may be permitted by state law, all CONTRACTS shall be subject to COMPANY's right to reject a CONTRACT or cancel a CONTRACT because: (i) the vehicle was ineligible for coverage and/or term requested, or (ii) fraud in the CONTRACT, or (iii) fraud in the use of the CONTRACT, or (iv) incorrect or no fee remitted, or (v) the CONTRACT does not meet underwriting guidelines as prescribed from time to time by COMPANY.

III. The Obligations of DEALER:

- A. DEALER shall use its best efforts to solicit or provide CONTRACTS to CONTRACT HOLDERS, to be administered by COMPANY, and shall do so only on forms and through distribution channels which have been approved by COMPANY. Each approved CONTRACT shall be sold or provided only for a qualified vehicle and only in accordance with and subject to COMPANY's programs, coverages, rules and fees indicated as the cost on COMPANY's current rate card in effect at the time such CONTRACT is sold or provided. DEALER agrees it shall not make any representations altering, varying, or contrary to the express provisions contained within the CONTRACT. COMPANY may at any time revise its programs, coverages, rules and fees, and DEALER shall promptly conform to any such revisions. COMPANY shall not be obligated to perform administrative services with respect to any CONTRACT sold or provided by DEALER on a form which has not been approved by COMPANY or the use of which has been discontinued by COMPANY or is otherwise sold or provided in violation of this AGREEMENT. DEALER acknowledges that the PROGRAM has been developed by COMPANY, and that DEALER has been authorized to use the PROGRAM's trade names, promotional material, CONTRACT forms and proprietary procedures associated therewith only during the term of this AGREEMENT. At the termination of this AGREEMENT, DEALER shall return all such materials and CONTRACT forms to COMPANY and shall not continue to use the PROGRAM's trade names, forms, or proprietary procedures.
- B. DEALER shall comply with all application, handling, use, storage and disposal instructions and restrictions for the paint & fabric, windshield, and other chemical protection products ("Protectant Products") provided by the Protectant Products manufacturer and distributor, and, if applicable, by COMPANY.

COMPANY shall have no liability for DEALER's failure to comply with all Protectant Products application, handling, use, storage and disposal instructions and restrictions provided by the Protectant Products manufacturer and distributor, and, if applicable, by COMPANY.

DEALER shall indemnify, defend and hold harmless COMPANY and all of its directors, officers, agents, entities under common control, affiliates and employees from and against any and all, losses, third party claims, causes of action, liabilities, judgments, and costs (including, but not limited to, reasonable attorney's fees and expenses) of any kind (including, but not limited to, contractual, warranty, products liability and tort claims whether arising under statute, case law or common law, and whether arising as a matter of law or equity) (collectively, "LOSSES"), arising from or in connection with DEALER's failure to comply with all Protectant Products application, handling, use, storage and disposal instructions and restrictions provided by the Protectant Products manufacturer and distributor, and, if applicable, by COMPANY.

The foregoing provisions set forth herein shall survive termination of this Agreement.

- C. DEALER shall, as promptly as possible following the sale or provision by DEALER of each CONTRACT, but no later than thirty (30) days after such sale or provision, remit to COMPANY completed copies of CONTRACTS together with the NET DEALER COST for such CONTRACTS as set forth in the most recent dealer rate schedule provided to DEALER by COMPANY. DEALER shall hold amounts payable to COMPANY in a fiduciary capacity and as a trustee for COMPANY. Except for CONTRACTS issued in Washington, neither COMPANY nor INSURANCE CARRIER shall have any obligation to DEALER with respect to any CONTRACT until DEALER shall have timely remitted to COMPANY the full amount of the NET DEALER COST as provided in this paragraph. Amounts payable to INSURANCE CARRIER are included within the NET DEALER COST and shall be forwarded by COMPANY to INSURANCE CARRIER.

The rate schedule may be periodically adjusted by COMPANY and any adjustments shall take effect thirty (30) days after receipt by DEALER. If DEALER fails to properly remit to COMPANY for any CONTRACT issued by it, DEALER shall indemnify and hold COMPANY and INSURANCE CARRIER harmless from, and shall promptly reimburse COMPANY for, all costs and expenses of COMPANY resulting from DEALER's failure to remit such funds. Such costs and expenses may include, without limitation, the costs of vehicle repairs, NET DEALER COSTS and cancellation refunds. The failure of DEALER to properly remit funds for any CONTRACT issued by it shall constitute a material breach of this AGREEMENT.

DEALER can retain completed copies of issued CONTRACTS in lieu of remitting them to COMPANY as required by this Section III(B) if DEALER complies with the following (i) retains copies of all executed CONTRACTS sold for a period of three (3) years after expiration or termination of the CONTRACT, except in Alaska where the period is five (5) years; (ii) provides COMPANY with a copy of any CONTRACT sold within forty-eight (48) hours of a written or verbal request of COMPANY; (iii) remits CONTRACT purchase detail to COMPANY through COMPANY's F&I Café or other electronic contract entry system agreed to by COMPANY; and (iv) completes a Report and Remit

(R&R) form, without netting cancels, and submits to COMPANY no less than monthly with payment of NET DEALER COST (R&R must match payment amount).

- D. DEALER shall follow the procedures and use only the forms provided and approved by COMPANY, for CONTRACTS to be administered under this AGREEMENT. DEALER shall return any void or spoiled CONTRACTS to COMPANY. DEALER understands and agrees that, as a condition precedent for the proper issuance of the CONTRACT, all vehicles covered under the CONTRACTS must be in good mechanical condition and not in need of repair or replacement of any covered part, as of the date of the issuance of the CONTRACT. DEALER understands that COMPANY will receive an administrative fee for performing the services set forth in this AGREEMENT.
- E. DEALER shall, for claims submitted by CONTRACT HOLDERS, contact COMPANY and receive prior authorization before making any repairs or replacements. Any repairs made without such authority, or for a greater amount than pre-approved as evidenced by an authorization number from COMPANY, shall be considered uncovered, and DEALER shall not be reimbursed for such repairs by COMPANY or INSURANCE CARRIER.

DEALER shall not submit to COMPANY any claims for reimbursement for (i) components or parts not covered by an approved CONTRACT, (ii) repairs or expenses expressly excluded or not covered by the terms and conditions of an approved CONTRACT (iii) repairs or expenses resulting from the failure of DEALER to perform repairs in a good and workmanlike manner, (iv) repairs or replacements of parts or components to correct conditions existing or which may reasonably be assumed to have existed at the time the CONTRACT was sold or provided, and (v) repairs or expenses which are also covered by manufacturer's warranty, a dealer's or repairer's guarantee, or a vehicle's service contract not administered by COMPANY. DEALER agrees that any improper claim submission may be rejected by COMPANY and such claim will be solely the responsibility of the DEALER.

DEALER shall unconditionally warrant all covered repairs for a period of not less than ninety (90) days or four thousand (4,000) miles.

- F. DEALER shall be reimbursed for COVERED REPAIRS based on the retail labor rate and flat rate manual identified below and the DEALER's retail cost of replacement parts that are of like kind and quality. DEALER agrees to submit all claims for reimbursement within thirty (30) days after completion of repairs. For claims not submitted to COMPANY within ninety (90) days from the date of repair, COMPANY and INSURANCE CARRIER shall not have any obligation or liability with respect to such claims.
- G. DEALER's relationship with COMPANY shall be that of independent contractor and nothing in this AGREEMENT or relationship shall be construed as creating the relationship of principal and agent, or employer and employee, or the relationship of joint venture partnership or partnership. DEALER's authority shall extend no further than is expressly stated herein. It is further understood that DEALER's officers, employees, agents and representatives shall be bound and adhere to the terms and conditions of this AGREEMENT.
- H. DEALER shall refund to any lender who has financed the purchase price of a CONTRACT its retained pro-rata portion of the amount financed by the lender in the event of the cancellation of a CONTRACT at the lender's request, due to a total loss or repossession of the covered vehicle or due to a default in repayment obligations to the lender or valid cancellation by the CONTRACT HOLDER. DEALER shall notify COMPANY in the event of trade in or total loss of the vehicle, or if a CONTRACT HOLDER, where applicable, notifies DEALER of a request to cancel a CONTRACT. DEALER agrees to follow and abide by the CONTRACT cancellation provisions and return its portion of the retail purchase price to the appropriate party, such DEALER portion to be determined solely by COMPANY in accordance with the terms of the CONTRACT and applicable law. If DEALER receives the pro-rata portion of COMPANY's share of the CONTRACT cancellation, DEALER must send COMPANY's portion of the cancellation along with DEALER's portion to the lender. Within fifteen (15) days of any request for a CONTRACT cancellation by either the lender or a CONTRACT HOLDER, DEALER shall provide COMPANY with written or digital confirmation that such refund has been made in full. DEALER shall indemnify, defend, and hold harmless COMPANY and its officers, directors, employees, representatives, and agents from any and all losses incurred by COMPANY as a result of DEALER'S failure to comply in full with the terms of the CONTRACT or this AGREEMENT with regard to the refund due under any CONTRACT.

In the event that COMPANY declines to issue a CONTRACT or if the CONTRACT cannot be corrected in accordance with COMPANY's requirements, DEALER where appropriate shall refund to the purchaser any money tendered with respect to such CONTRACT.

- I. DEALER shall not participate in the marketing of any money back guarantee or similar program(s) under this AGREEMENT without the prior written consent of an officer of COMPANY.
- J. State-specific requirements:
 - 1. California: CONTRACT sales shall not be made by a non-dealer third party even if the third party acts on behalf of DEALER.
 - 2. Florida: DEALER shall obtain the necessary insurance license and appointments in compliance with Florida Insurance Laws.
 - 3. Iowa: DEALER shall make the necessary annual motor vehicle service contract provider filing with the Iowa Securities and Regulated Industries Bureau.
 - 4. Texas: DEALER shall comply with Chapter 1304 of the Texas Occupations Code and Chapter 77 of the Texas Administrative Code as it relates to the marketing and sale of service contracts.
- K. DEALER shall pay and cause to be collected from CONTRACT HOLDERS (if so required by applicable statutes, laws, rules and regulations) and properly remit all federal, state, local and special taxes assessed or payable with respect to the sale of CONTRACTS. DEALER is responsible for determining if any sales taxes apply to the CONTRACT sale and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.
- L. DEALER shall at all times during the term of the AGREEMENT fully comply with the rules and regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") and any enabling or executive orders and such other rules, regulations, legislation, including the requirements of Executive Order 133224, 66 Fed Reg. 49079 (September 25, 2001). DEALER shall screen any purchaser of any CONTRACT against OFAC's Specially Designated and Blocked Persons list and/or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order, or regulation,
- M. DEALER shall not offer CONTRACTS over the internet without the prior written consent of COMPANY, unless such internet sales of CONTRACTS are at the point of purchase in conjunction with a vehicle sale by DEALER. In no event shall DEALER offer CONTRACTS through internet sales to residents of California, unless DEALER is licensed by the California Department of Motor Vehicles.
- N. DEALER shall obtain COMPANY's prior written approval before using COMPANY or COMPANY's affiliate's name(s) in any promotion or advertisement.
- O. DEALER shall comply with all laws applicable to DEALER's performance under this AGREEMENT. In carrying out the terms of this AGREEMENT, DEALER shall not discriminate against any consumer on any basis prohibited by law.

IV. **WAIVER OF JURY TRIAL**: Each of the parties hereto knowingly, voluntarily and intentionally waives any rights such party, including its successors and assigns, may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this AGREEMENT or any exhibit hereto, or any course of conduct, course of dealing or statements (whether written or unwritten) relating to the foregoing. This provision inures to the benefit of INSURANCE CARRIER and applies with equal force to any litigation involving INSURANCE CARRIER. This provision is a material inducement for the parties hereto to enter into this AGREEMENT. **EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI, AND AGREES THAT ALL LEGAL PROCEEDINGS WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL AND TO PUNITIVE DAMAGES IN ANY SUCH PROCEEDING.**

THE AGREEMENT TO WAIVE A JURY TRIAL AND PUNITIVE DAMAGES WILL SURVIVE TERMINATION OF THIS AGREEMENT.

V. Hold Harmless and Indemnification:
COMPANY agrees to hold DEALER harmless from any and all expenses, costs, causes of action, damages, judgments, attorney fees, penalties or fines (collectively "INDEMNIFIED LOSSES") arising out of or caused by the alleged negligence, willful and wanton misconduct, fraud, dishonesty, forgery, embezzlement, misappropriation or theft (collectively, "WRONGFUL CONDUCT") of COMPANY or of its officers, agents or employees in connection with or arising from COMPANY's performance or non-performance of obligations required under this AGREEMENT. For purposes of this paragraph, none of the acts, omissions or representations of DEALER or its affiliates, employees or other representatives shall be regarded as those of COMPANY. No action or inaction on the part of COMPANY shall

be found to constitute WRONGFUL CONDUCT to the extent the legal standard used to measure COMPANY's conduct had not been made reasonably clear prior to the time of COMPANY's action or inaction.

Except to the extent that COMPANY has indemnified DEALER herein, DEALER agrees to indemnify and hold COMPANY harmless from and against any and all INDEMNIFIED LOSSES relating in any way to any transaction contemplated by or relating to this AGREEMENT or any prior agreement covering the same subject matter. Without limiting the foregoing, DEALER agrees to assume sole responsibility for DEALER'S alleged negligent or wrongful acts. Negligent acts include but are not limited to allegations of or claims of the following: issuance of a CONTRACT not in conformance with underwriting guidelines; physical loss of CONTRACTS; failure to promptly submit CONTRACTS; failure to promptly remit payment; failure to promptly make refunds; failure to promptly process rejected risks; failure to promptly notify COMPANY of claims; failure to maintain appropriate licenses; failure to maintain a separate trust account when required by law, regulation or agreement; and acceptance of an application or issuance of a CONTRACT when questions or other material information have not been provided by the applicant(s). This indemnity specifically includes the DEALER's obligation to indemnify and hold COMPANY harmless from and against any and all liability from claims that may arise from oral representations, or failure to disclose, during the sale of the vehicle or CONTRACT, and claims arising from the manufacture or sale of the vehicle, including but not limited to: any product, design, safety, performance or strict liability claims, fraud claims, or implied warranty which arises out of the design and/or manufacture of vehicles sold by DEALER; and any and all liability arising out of claims made under any legislation commonly known as a "lemon law."

COMPANY and DEALER shall be bound by the terms of this Article notwithstanding termination of this AGREEMENT.

VI. Confidential Information:

The parties agree that this AGREEMENT shall be treated as a joint marketing agreement under Title V (Privacy) of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 *et seq.*) and regulations promulgated pursuant thereto. No party shall disclose or use nonpublic personal information about customers or customer that it receives from the other party except: (i) to carry out the purposes for which the other party disclosed such information; or (ii) as otherwise permitted by law as an exception to the notice and opt-out requirements established under the laws cited in this paragraph. Each party shall apply the protections of an appropriate and effective information security program to such information as may be required by law in light of the relationship described in this paragraph and shall provide the other party documents or other information as the other party may reasonably request to determine whether the party in possession of the nonpublic personal information is capable of maintaining appropriate safeguards for such information.

VII. Duration of AGREEMENT:

A. This AGREEMENT shall be effective on the date first written above and shall continue in force until terminated by either party giving to the other not less than thirty (30) days' prior written notice of such termination. Either party may terminate this AGREEMENT immediately upon the discovery of fraud or material breach of the AGREEMENT by the other party, its agents or employees. Termination for fraud or material breach shall be effective upon receipt of written notice by the non-terminating party. However, this AGREEMENT only covers CONTRACTS with effective dates after the issuance of the insurance product described in Article II Section C above. Termination of this AGREEMENT shall not affect the responsibilities of either party on CONTRACTS issued prior to the effective date of termination. Regarding CONTRACTS for which DEALER is the obligor, it is understood and agreed that COMPANY's administration of CONTRACTS on DEALER's behalf is a substantial factor in controlling the scale of risk INSURANCE CARRIER is insuring under the insurance product issued to DEALER. DEALER, therefore hereby irrevocably appoints COMPANY as its exclusive agent, and hereby designates and appoints each officer of COMPANY an irrevocable power of attorney to act on DEALER's behalf as its true and lawful attorney-in-fact, for the limited purpose of cancelling the insurance policy in the event that this AGREEMENT terminates for any reason, so that the insurance policy will terminate as of the same date of termination of the AGREEMENT through cancellation by DEALER. Such cancellation will be effectuated by operation of the terms of this AGREEMENT and the powers granted to COMPANY hereunder without further notice to or action by DEALER.

C. This AGREEMENT shall terminate automatically, without written notice from COMPANY, by termination of DEALER's business for any cause whatsoever, or for cause, which includes, but is not limited to, fraud or embezzlement on the part of DEALER, or if a petition of bankruptcy is filed by or against DEALER, or if DEALER shall have made an assignment for the benefit of creditors, or if any arrangement with creditors is filed by or against DEALER or if a receiver shall have been appointed for all or a substantial part of DEALER's business, or the filing by DEALER of a voluntary petition in bankruptcy or reorganization, the filing of a petition to have DEALER declared bankrupt, which is not vacated within thirty (30) days, or the appointment of a receiver or a trustee for DEALER, which appointment is not vacated within thirty (30) days and where DEALER has been voluntarily or involuntarily adjudicated bankrupt in any court of competent jurisdiction or if a petition of reorganization of DEALER or if any

arrangement with creditors is filed by or against DEALER or if a receiver shall have been appointed for all or a substantial part of DEALER's business.

- D. COMPANY may immediately terminate this AGREEMENT in the event of a change in ownership, or voting control, of DEALER by providing written notice to DEALER.

VIII. Miscellaneous:

- A. This AGREEMENT contains the entire agreement between the parties and supersedes all prior agreements either oral or written between DEALER and COMPANY and may not be amended except in writing signed by both parties.
- B. DEALER shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any COMPANY administered PROGRAM or CONTRACT, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of COMPANY or INSURANCE CARRIER.
- C. DEALER shall immediately notify COMPANY by mail of any lawsuit, regulatory inquiry, or complaint about the PROGRAM or a CONTRACT.
- D. COMPANY may examine, during the term of this AGREEMENT and for one (1) year after the expiration of all CONTRACTS issued pursuant hereto, at all reasonable times at the office of DEALER, the books, records, cost of parts, labor involved, and any and all such other information of DEALER pertaining to the rendering of COVERED REPAIRS and the PROGRAM. COMPANY agrees not to use any information so acquired for any purpose other than as contemplated herein.
- E. This AGREEMENT is not assignable without the written consent of COMPANY and shall not be construed to make DEALER an agent, expressed or implied, or an employee of COMPANY.
- F. The forbearance or neglect by COMPANY and/or INSURANCE CARRIER to insist upon the performance of any paragraph, term or provision of this Agreement, or its failure to take advantage of its right and privileges in case any violation hereof by DEALER, shall not constitute a waiver of any such right and privileges.
- G. DEALER's power and authority shall extend no further than as expressly stated herein and no power or authority shall be implied from the granting or denial of any powers specifically mentioned herein. COMPANY shall exercise no control whatsoever over the hours, office location, rentals, staff or employees or manner of performance of duties of DEALER hereunder except as herein provided. It is further understood that DEALER's officers, employees, agents and representatives shall be bound by and adhere to the terms and conditions of this AGREEMENT.
- H. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT, including but not limited to any alleged dispute, breach, anticipatory breach, default, or any alleged misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in addition to any other relief to which they may be entitled.
- I. The validity, interpretation and performance of the AGREEMENT shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of law principles. Notwithstanding any provision hereof to the contrary, for Washington DEALERS, the AGREEMENT will be governed by the laws of the State of Washington and venue shall be the State of Washington.
- J. Except as otherwise explicitly provided herein, all notices, demands, or communications regarding this AGREEMENT shall be in writing, signed by the party serving the same, and deposited, postage prepaid in the United States Postal Service as certified or registered mail, delivered by commercial courier, or delivered by facsimile (with confirmation of delivery) to the appropriate address. This provision does not apply to Program changes, or changes in materials made by COMPANY.
- K. If any provision of this AGREEMENT is held invalid under the law or regulations of any state where used, such provision shall be deemed not to be part of this AGREEMENT in such state, but shall not invalidate any other provisions of this AGREEMENT.
- L. DEALER and COMPANY agree to be bound by the fact that both parties participated in the drafting and/or review of this AGREEMENT, that both parties were represented by or are attorneys at law, and that this AGREEMENT will not be interpreted against either party in the event of any ambiguity or lack of clarity in any provision or covenant.

THIS AGREEMENT CONTAINS BINDING JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS

DEALER:

COMPANY:

Protective Administrative Services, Inc. _____

Dealer Representative: _____

Company Representative: _____

Title: (Corporate Officer or Partner) _____

Title (Corporate Officer): _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Address: _____

Phone: () _____

Federal Tax I.D. Number _____

Retail Labor Rate: / Hour Flat Rate Manual: _____



Addendum to Dealer Agreement - AUL Essentials Program

This Addendum is entered into on _____, _____, by and between A.U.L. Corporation, Wisconsin A.U.L. Inc., and A.U.L. Insurance Agency, Inc. (hereinafter collectively referred to as "Administrator") and _____ (hereinafter referred to as "Dealer").

Whereas, the parties hereto have executed a Dealer Agreement ("Agreement") entered into on _____, _____, and now wish to add the following terms to the Agreement:

The Dealer agrees to accurately and fully advise each and every prospective purchaser of a Contract of the terms, coverage and provisions of the Contract. Including but not limited to the following:

1. The Limit of Liability as listed on the Vehicle Service Contract is the aggregate total of all repairs and benefits paid or payable while the Vehicle Service Contract is in force and shall not exceed the following aggregate amounts: (1) the Vehicle Purchase Price as shown on the Vehicle Service Contract; or (2) 3 Month/3,000 Mile Term - \$1,500.00; 6 Month/6,000 Mile Term - \$2,000.00; 12 Month/12,000 Mile Term - \$2,500.00; 18 Month/18,000 Mile Term - \$3,000.00.

The Dealer acknowledges that Administrator has additional terms & coverage available and that these have been explained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Administrator:
1250 Main Street, Suite 300
Napa, CA 94559

Signature: _____

Title: _____

Date: _____

DEALER DATA REPORT

Dealership Name: _____

Address: _____

City/State/ZIP: _____

Dealer ID Number: _____ Agent ID Number: _____

TL Codes 3/3: _____ 6/6: _____ 12/12: _____ 18/18: _____

Request for Taxpayer Identification Number and Certification

Go to 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.

Print or type. See Specific Instructions on page 3.	1	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.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one 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) _____ Note: 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) _____	4 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>
	3b	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"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number									
or									
Employer identification number									

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.

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

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

Future developments. 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.

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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) 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. 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. Go to 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 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), ABL 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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 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.

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.)

* **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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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.