

Logos Ambassador Program: Independent Sales Representative Application

APPLICANT INFORMATION:

(Please type or Print Clearly Using a Dark Ball Point Pen)

Name: _____ Are you over 18 years? _____
 Email Address: _____ Social Security Number: _____ - _____ - _____
 Address: _____
 City, State, Zip: _____ Evening Phone: _____
 Work Phone: _____ Daytime Phone: _____
 Which Logos collections do you own? _____

PAYMENT METHOD:

Check

Check Number _____
 (Payable to Logos Bible Software)

Visa / MC / Discover / AMEX Credit Card

Number _____
 Exp. Date _____

I have enclosed or authorize payment for the following:

(SKU# 4927) Independent Sales Rep Starter Kit:	\$39.95
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US Shipping and Handling:	\$6.00
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Subtotal:	
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Please apply local sales tax to orders placed within WA, CA, GA, IL, TX, & PA:	
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TOTAL:	
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AUTHORIZATIONS

By signing below, I am applying to become a Logos Ambassador: Independent Sales Rep. I understand that I will not be treated as an employee for federal or state tax purposes. I have carefully read Logos Bible Software's Ambassador Program: Independent Sales Representative Agreement Terms and Conditions and agree to abide by them.

Please fax or mail the Application Agreement to Logos Bible Software to obtain your Identification Number. If faxed in, you must mail the original completed Application Agreement to Logos Bible Software within 3 days.

By entering my Social Security Number (Federal Tax Identification Number/Social Insurance Number, if applicable) on this Application Agreement, I certify that this number is my correct taxpayer identification number. I have never been a Logos Bible Software Independent Sales Rep., a Logos Bible Software employee, reseller, VAR, Christian Store, or a partner, shareholder, or principal of any entity having a Logos Bible Software active status. I understand that any intentional misrepresentation of any information I provide on this Application Agreement may result in action by Logos Bible Software, up to and including termination of this Agreement.

_____/_____
 Signature Date

_____/_____
 Approval Signature Date

Make copies for yourself and send payment and original to:

▶ Logos Bible Software
 Ambassador Program: Independent Sales Rep.
 1313 Commercial St.
 Bellingham, Washington 98225
 Fax: 360-685-2311

Logos Bible Software Ambassador Program: Independent Sales Representative Agreement Terms & Conditions

1. I understand that as a Logos Bible Software Ambassador Independent Sales Rep.:
 - a. I have the right to offer for sale Logos Bible Software products and services in accordance with these Terms and Conditions.
 - b. I will comply with all federal, state/province, county and municipal laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state/province, county or municipal law, ordinance, rule or regulations.
 - c. I will not be treated as an employee for federal or state tax purposes.
 - d. I will hold at least four Presentations per year. I understand that I must keep accurate records of sales and provide documentation of such sales within 48 hours of each Church Workshop.
 - e. In order to be eligible to receive income, I will sell at least \$100.00 of product per group presentation.
 - f. I will perform my obligations as an Independent Sales Rep. with honesty and integrity.
 - g. I will only use the order forms that are authorized by Logos Bible Software for the sales of its goods and services, and I will follow all policies and procedures established by Logos for the completion and processing of such contracts and orders.
2. I agree to run all presentations as set forth in official Logos Bible Software literature. I understand that Logos Bible Software has a compensation plan for the hosts/organizer and Independent Sales Reps. and that all presentations are to exclusively feature Logos Bible Software products. I agree that I will not demonstrate, discuss, offer, sell, or otherwise promote any other product or service to the presentation attendees.
3. I agree that as a Logos Bible Software Ambassador - Independent Sales Rep. I will direct all sales from presentations or any other source derived directly to Logos. I may not partner or work for or work with or act as an agent for a reseller, dealer, value added reseller (VAR), Internet Web store, catalog mailer, direct mail program, or any other kind of seller of Logos Bible Software product.
4. I agree that as a Logos Ambassador - Independent Sales Rep. I will not compete with Logos Bible Software and will not sell, demonstrate, compare, or otherwise market any software or web sites other than Logos Bible Software. I agree that it is a violation of the purpose and intent of this agreement to represent competing programs and or products from other vendors or to represent the interests of other resellers who stock and distribute Logos Bible Software products. I understand that any effort to enter into a business relationship with any Logos Bible Software authorized or non-authorized dealer, distributor or VAR will constitute a breach of this agreement and that as long as this agreement is valid, I will work exclusively with my Logos Ambassador - Independent Sales Rep. manager.
5. I agree that all videos, software, sales and visual aid materials provided for presentations are to be used exclusively for the Logos Bible Software presentations.
6. I agree that as a Logos Ambassador - Independent Sales Rep. I will place all orders gathered at my presentations at the approved Logos Ambassador - Independent Sales Rep. web site within 48 hours of the presentation. (When available.)
7. I agree that as a Logos Ambassador - Independent Sales Rep. I will be paid a flat commission equal to fifteen percent (15%) of the total sales excluding payment plan fees, sales tax and shipping charges. I also agree that in order to receive commission, I must generate at least \$100.00 in sales and place orders gathered at my presentations with my Logos Ambassador - Independent Sales Rep. manager within 48 hours of the presentation. As an alternative, I can decide to receive my commission in the form of Logos credit, towards the purchase of additional Libronix titles, in which case my commission will be 30% of the sale. See additional details in item 18.
8. I agree that as a Logos Ambassador - Independent Sales Rep. I am an independent contractor, and not an employee, agent, partner, legal Independent Rep., or franchisee of Logos Bible Software. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Logos Bible Software. I shall not under any circumstances be, or hold myself out as being, employed by Logos Bible Software or as being an agent of Logos Bible Software. I understand that I shall control the manner and means by which I operate my Logos Bible Software active status, subject to my compliance with these Terms and Conditions. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF LOGOS BIBLE SOFTWARE FOR FEDERAL OR STATE TAX PURPOSES OR ANY OTHER PURPOSE. Logos is not responsible for withholding, and shall not withhold or deduct from my income, if any, FICA, FICAH, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collections agreements between Logos Bible Software and all appropriate taxing jurisdictions, and all related rules and procedures.

Logos Bible Software Ambassador Program: Independent Sales Representative Agreement Terms & Conditions (cont.)

9. I have had the opportunity to read and agree to comply with these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any income from Logos Bible Software. I understand that these Terms and Conditions may be amended from time to time, and I agree that any such amendment will apply to me. The continuation of my active status or my acceptance of income shall constitute my acceptance of any and all amendments.
 10. Upon acceptance of this application by Logos Bible Software, I am authorized as a Logos Bible Software Ambassador - Independent Sales Rep. as of the date of this application. The term of this agreement is one year from the date of signature and may be renewed at Logos Bible Software's option. My status as an Independent Sales Rep. may be terminated by Logos Bible Software or myself at any time with or without cause. Termination must be in writing and delivered to the last address of record.
 11. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Logos Bible Software. Any attempt to transfer or assign this Agreement without the express written consent of Logos Bible Software renders this Agreement voidable at the option of Logos Bible Software and may result in termination of my active status.
 12. I understand that if I fail to comply with the terms of this Agreement, Logos Bible Software may, at its discretion, terminate my active status or impose upon me other disciplinary action, including but not limited to forfeiture of income. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further income, whether or not the sales for such have been completed.
 13. To the extent permitted by law, Logos Bible Software, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Logos Bible Software and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of (a) my breach of this Agreement; (b) the promotion or operation of my active status and any activities related to it (e.g., the presentation of Logos Bible Software products, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for Logos Bible Software to operate its business, including without limitation, or the payment of commissions. I agree that the entire liability of Logos Bible Software and myself, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchased from Logos Bible Software under this Agreement or any other agreement that are in resalable condition.
 14. This Agreement constitutes the entire contract between Logos Bible Software and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement this Independent Sales Rep. Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein.
 15. Any waiver by Logos Bible Software of any breach of this Agreement must be in writing and signed by an authorized officer of Logos Bible Software. Waiver by Logos Bible Software of any breach of this Agreement by shall not operate or be construed as a waiver of any subsequent breach.
 16. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
 17. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, unless the laws of the state in which I reside expressly require the application of its laws. In the event of a dispute that cannot be resolved both parties agree to take the matter to Christian Arbitration and Mediation in lieu of legal action.
 18. Receiving commission in Logos Credit: The total commissionable dollars calculated at 30% of the sale will be applied towards resources and collections licensed to Logos. Logos will provide Ambassador - Independent Sales Rep. with the updated long list of available titles to choose from. Third-Party or Pre-Pub products are not eligible. Prices will be calculated based on the published rates on the Logos.com website.
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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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 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
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 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).

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 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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.

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” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
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

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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 www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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. 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal 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.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.