

BROKER AGREEMENT

THIS AGREEMENT is made by and between _____
 (“Broker”) and Coastal Dental, Inc. (“Coastal”).

WHEREAS, Coastal is a specialized health care service plan licensed under the California Knox-Keene Health Care Service Plan Act (California Health and Safety Code Section 1345 *et seq.*) (“the Act”) that offers discount dental plans (“Plans”) throughout the State of California, and

WHEREAS, Coastal desires to retain Broker to provide solicitation services on behalf of Coastal pursuant to the terms of this Agreement,

NOW, THEREFORE, the parties agree:

1. Appointment.

Coastal hereby appoints Broker as a nonexclusive agent to solicit and obtain enrollments in Coastal’s Plans. As used in this Agreement “Enrollee” means any individual who becomes entitled to receive dental services at a discount under any Plan. “Group” means any employer, union or other representative of Enrollees. “Group Plan Contract” means an agreement between a Group and Coastal that provides for discount dental services to the Group’s enrollees.

2. Authority.

This Agreement authorizes Broker to:

(a) Distribute and offer advertisements, Plan descriptions, and other marketing, promotional, or enrollment materials to prospective Enrollees, provided that prior to use the same have been prepared by or approved by Coastal, and approved by the California Department of Managed Health Care (“the Department”).

(b) Solicit, procure, and obtain enrollments from Enrollees and solicit, procure, and obtain Group Plan Contracts. All enrollment forms and Group Plan Contracts shall be prepared by Coastal.

(c) Transmit all completed enrollment forms and Group Plan Contracts to Coastal that may have been forwarded to Broker by any Enrollee or Group. Broker recognizes that individual Enrollees may pay enrollment fees and processing fees by credit card, check, or money order. If the Enrollee elects to pay by check or money order, Broker shall transmit such check or money order directly to Coastal along with the Enrollee’s enrollment form. All checks or money orders shall be made payable to Coastal Dental, Inc.

3. Limitations on Broker’s Authority.

Broker's authority is limited to those actions specified in Section 2. Broker represents and agrees that Broker will not act in a manner that is not authorized by this Agreement, and that any such unauthorized action, including but not limited to the following actions, will be considered a breach of this Agreement:

- (a) bind or act for Coastal except as specifically authorized by this Agreement;
- (b) make representations as the agent of Coastal in any manner or for any purpose except as specifically authorized in this Agreement;
- (c) alter or modify, whether orally or in writing, any advertising or descriptive material, Group Plan Contract, or enrollment form;
- (d) waive any provision or condition of any enrollment or Group Plan Contract;
- (e) extend the time for payment of any enrollment fee or accept promissory notes for payment;
- (f) provide or offer to provide any inducement or any rebate, either directly or indirectly, to any person or entity, as an inducement to enroll in any Plan or to enter into any Group Plan Contract;
- (g) accept funds with respect to any Plan enrollment or Group Plan Contract, unless those funds are payable to Coastal;
- (h) incur any expense or liability on account of Coastal without specific written authority to do so from Coastal;
- (i) request, demand or accept any remuneration other than what is provided by Coastal under this Agreement;
- (j) make any misrepresentation or incomplete comparison about any Plan or about Coastal for the purpose of inducing (i) a potential or actual Enrollee to enroll or reenroll in any Plan, or (ii) a potential or actual Group representative to enter into a Group Plan Contract.

4. Broker's Representations.

Broker represents and agrees:

- (a) to review and become thoroughly familiar with each Plan offered by Coastal prior to soliciting enrollments for those Plans;
- (b) to comply with all applicable laws and regulations, including the Act and all regulations promulgated by the Department;
- (c) to solicit enrollments only from applicants for whom a Plan is suitable;
- (d) that neither the Broker nor any of its employees has ever been convicted of a felony, and neither the Broker nor any of its employees are currently the subject of any disciplinary proceeding or investigation by any governmental authority.

5. Independent Contractor.

Broker is an independent contractor and is not an employee of Coastal. Broker is free to exercise independent judgment as to time, place, and means of performing the authority granted herein, subject to the terms and conditions of this Agreement.

6. Advertisements and Marketing Materials.

Broker will not publish, issue, circulate, disseminate, or use in any manner whatsoever any advertisements or marketing materials describing or referring to any Plan or to Coastal unless such advertisements or marketing materials have been approved in advance by Coastal. Broker acknowledges and understands that all advertisements and marketing materials must also be approved by the Department prior to use.

Broker will not misrepresent the Plans or Coastal and will make no oral or written representation which is inconsistent with the terms of the Plans or with the information in any descriptive material furnished by Coastal regarding the Plans.

7. Indemnity.

The following indemnifications will apply:

(a) Coastal will indemnify, defend, and hold harmless Broker, its affiliates, directors, officers, and employees or representatives against any losses, claims, damages, judgments, liabilities, penalties, or expenses of any nature, including but not limited to reasonable attorneys' fees and court costs, which arise out of or are based upon any untrue statement or alleged untrue statement of material fact contained in the descriptive materials that have been prepared by Coastal.

(b) Broker will indemnify, defend, and hold harmless Coastal, its affiliates, directors, officers, and agents against any losses, claims, damages, judgments, liabilities, penalties, or expenses of any nature, including but not limited to reasonable attorneys' fees and court costs, which arise out of or are based upon any unauthorized use of advertising or marketing materials, any verbal or written misrepresentations, any unlawful sales or practices, the failure of Broker or its employees or representatives to comply with the provisions of this Agreement, or the willful malfeasance, bad faith, negligence or misconduct of Broker or its employees or representatives in the solicitation of Plans or Group Plan Contracts.

(c) The foregoing indemnifications shall survive the termination of this Agreement.

8. Complaints and Investigations.

Broker will promptly notify Coastal of any allegation that Broker, or any of its employees or representatives, has violated any law or regulation which may impact its or their ability to perform any term or condition of this Agreement, and will promptly notify Coastal of complaints made to the Broker, or to any of its employees or representatives, concerning Broker's or Coastal's business. Further, Broker will provide Coastal will full details, including copies of all documents pertaining thereto.

Further, Broker will cooperate fully with Coastal and any regulatory, judicial or Coastal investigation or proceeding related to the solicitation of Plan enrollments or Group Plan Contracts.

9. Records.

Broker shall maintain accurate, clear and current books and records relating to the performance of its obligations under this Agreement. Broker shall retain such books and records for a period of at least five (5) years, and this obligation shall not terminate upon termination of this Agreement. Coastal reserves the right to inspect the books and records of Broker to the extent that such books and records pertain to the services furnished or obligated hereunder. Broker shall permit any authorized government regulatory agency, including but not limited to the Department, to inspect and copy such books and records upon request.

10. Compensation.

In consideration for its services hereunder, Broker shall receive a commission (“Commission”), which shall be a percentage of all enrollment fees (but not processing fees) actually received by Coastal which are derived from individual Plan enrollments and Group Plan Contracts solicited and procured by Broker. The applicable percentage or percentages shall be as set forth in Exhibit “A.”

By no later than the fifteenth (15th) day of each month during the term of this Agreement Coastal shall pay to Broker the Commission earned by Broker for the previous month, which shall be based on all enrollment fees actually received by Coastal by the end of such month. In the event this Agreement is terminated, Coastal shall pay the Commission earned by Broker for enrollment fees received by Coastal through the termination date. Such final Commission shall be paid within fifteen (15) days after termination.

As used herein, “enrollment fees” include all reenrollment fees paid with respect to initial Plan enrollments or Group Plan Contracts procured by Broker, whether or not Broker is responsible for procuring the Plan reenrollments or renewals of Group Plan Contracts.

Broker acknowledges that the establishment of enrollment fees and reenrollment fees is the sole and exclusive right and responsibility of Coastal, and that such fees may be changed by Coastal at any time and without the approval of Broker. Any such changes shall be automatically binding upon Broker at the time they become effective.

The Commission set forth in this Section is the sole and only consideration payable to Broker for its services under this Agreement.

11. Privacy.

Each party acknowledges that it may be provided with information or have access to information about Enrollees (“Enrollee Information”). Each party agrees to comply with any federal or state law relating to privacy, including but not limited to the federal Health Insurance Portability and Accountability Act (“HIPAA”). Further, each party represents and warrants that it has implemented and currently maintains an effective information security program to protect Enrollee Information, which program includes administrative, technical, and physical safeguards:

- (a) to ensure the security and confidentiality of Enrollee Information;

(b) to protect against any anticipated threats or hazards to the security or integrity of Enrollee information; and

(c) to protect against unauthorized access to or use of Enrollee Information which could result in substantial harm or inconvenience to either party or such party's affiliates.

12. Termination.

This Agreement may be terminated with or without cause by either party upon written notice to the other. Termination shall be immediate, unless a later date is specified in such notice.

13. Effective Date.

This Agreement is effective once fully executed by both Coastal and Broker.

14. Nonassignment.

Broker may not assign this Agreement nor delegate any of its permitted duties to any other person.

15. General Provisions.

(a) Entire Agreement.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supercedes any prior or contemporaneous agreement or understanding, whether written or oral.

(b) Amendment.

This Agreement may be amended only by a writing executed by both parties hereto.

(c) Notice.

Any notice required or permitted under this Agreement shall be deemed delivered when mailed by first class mail as follows:

(i) if to Coastal:

Coastal Dental, Inc.
P.O. Box 3470
Camarillo, CA 93010

(ii) if to Broker:

[to the address specified at the end of this Agreement]

If either party changes its address for notice purposes, it shall so notify the other party in writing.

WHEREFORE, the parties have executed this Agreement on the dates written below.

COASTAL DENTAL, INC.

By: _____
 [signature]

 [print name]

Date: _____

BROKER:

 [signature of Broker or
 Broker's authorized Representative]

 [print name of Broker]

 [street address of Broker]

 [city, state, zip code]

Date: _____

EXHIBIT "A"

COMMISSION SCHEDULE

<u>Plans Available</u>	<u>Commission%</u>
GOLD	25%
My Smile Dental Plan	10%

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.

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.

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.

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.