



Marous Brothers

CONSTRUCTION

January 1, 2023

To our valued suppliers,

In an effort to improve our internal processes and the timing of invoice payments, we are requesting the following:

- All invoices must have a valid purchase order number listed. An invoice received without a valid PO will NOT be paid and the invoice will be returned to you. The PO number and agreement will be given to you when the order is placed and must be signed and returned.
- All invoices must be sent via e-mail to: accountspayable@marousbrothers.com.
- Complete and return the attached vendor information sheet for our files.

Send via e-mail to Kaytlynd Kaleal: kkaleal@marousbrothers.com

cc' Pete Esposito: pesposito@marousbrothers.com

If you have any questions regarding this matter, please feel free to reach out to us at the e-mail or number below.

Thank you in advance for your assistance.

Sincerely,

Pete Esposito

Purchasing Manager

216-339-3654

pesposito@marousbrothers.com



Marous Brothers CONSTRUCTION

CREDIT APPLICATION SUBMITTAL

Credit References

TRADE REFERENCES

Foundation Building
Materials
200 1st Street
Carnegie, PA 15106
Contact: Greg Lyle
Greg.lyle@fbmsales.com
PH: (440)-279-8260 x149

Triangle Fastener Corp.
1925 Preble Ave.
Pittsburgh, PA 15233
Contact: Dave Longo
Dlongo@trianglefastener.com
PH: (412)-321-5021 x235

Best Supply
3399 Melinz Parkway
Eastlake, OH 44095
Contact: Anthony Kardum
akardum@bestsupply.com
PH: (440)-527-2003

Famous Supply
26201 Richmond Rd.
Bedford Heights, OH 44146
Contact: Jennifer Vanke
jvanke@famous-supply.com
PH: (330)-762-9621

Ferguson Enterprises
PLBG-5650 West Canal Road,
Valley View, OH 44125
Contact: Debbie Dalton
Debbie.dalton@ferguson.com
PH: (330)-931-2453

Mars Electric
6655 Beta Drive, Suite 200
Mayfield Village, OH 44143
Contact: Chad Feeny
cfeeny@mars-electric.com
PH: (440)-946-2250

BANK REFERENCE

Huntington Bank
200 Public Square
Cleveland, OH 44114
Contact: Dan Waldeck
PH: (216)-515-0786

MAILING ADDRESS

Marous Brothers Construction, Inc.
36933 Vine St.
Willoughby, OH 44094

Incorporated State of Ohio 01/12/1981

Federal Tax ID 34-1327243

STANDARD BUSINESS TERMS

*See Marous Brothers Construction's standard purchase order terms & conditions on following sheet.

- Terms: Minimum NET 30 from receipt of invoice.
- All purchases require a purchase order number issued from the Purchasing Department.
- All invoices, packing slips, & delivery receipts must show PO# for processing.
- Delivery receipts are required for all deliveries.
- All deliveries are FOB destination.
- We require proof of freight charges over \$100.00
- We do not accept C.O.D. shipments unless agreed by both parties.
- We do not honor or offer personal guarantees.
- Marous Brothers Construction is not responsible for late fees or restock fees.
- We require a current W-9 for all vendors.

Standard Purchase Order Terms & Conditions

Purchase Order



36933 Vine St, Willoughby, OH 44094

Phone: 440.951.3904

Email: Purchasing@marousbrothers.com

PO #:

Job:

The contents of this Purchase Order are bound to Quote/Proposal#

Terms & Conditions

SHIPPING/DELIVERY: All orders are to be shipped freight prepaid FOB our jobsite receiving area unless otherwise stated in writing. All shipping documents, freight bills, bills of lading must show our PO number. Please supply MSDS for any and all hazardous materials shipped on this order. Time is of the essence for this Purchase Order. Any delay in delivery may cause delay in completion of the project and may cause Marous Brothers Construction to be liable for penalties or damages under their general contract. Should such a delay result in Marous Brothers Construction being prevented from completing the project under their general contract or cause additional expense, penalty or damage thereunder, Vendor shall indemnify Marous Brothers Construction and hold it safe and harmless against any and all such claims for penalties and damages including without limitation any and all claims for consequential damages. Vendor assumes all risk of loss until all goods have been received, inspected and approved by Marous Brothers Construction or his agent.

ACCEPTANCE: By acknowledging receipt of this Order (or by shipping the goods or performing the services as called for by this Order), Vendor agrees to the terms and conditions of sale contained in this Order. Any additional or different terms and conditions contained in any acknowledgement, supplement or other modification of this Order by the Vendor shall be deemed objected to by Marous Brothers Construction without need of further notice of objection and shall be of no effect nor in any manner binding upon Marous Brothers Construction unless accepted by Marous Brothers Construction in writing. This Order, including terms and conditions herein, may not be modified, except in writing signed by all parties.

By acceptance of this order, the Vendor certifies or warrants that all goods and/or services supplied pursuant to this order have been produced in compliance with the provisions of the Executive Order 11246, as amended, unless exempt there under by the rules and regulations of the President's Committee of Equal Employment Opportunity. Also, vendor warrants and represents that the prices of same charged to Marous Brothers Construction are in accordance with all rules and regulations of the Cost of Living Council.

CHANGES: Marous Brothers Construction may, by written Change Order, make any change to this Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by Marous Brothers Construction. If any such change affects the delivery schedule or the amount to be paid by Marous Brothers Construction, the Vendor shall notify Marous Brothers Construction immediately and negotiate an adjustment. Any exchange of information or advice between the parties shall not authorize Vendor to change the items or services purchased hereunder or the provisions of the Order unless incorporated as a written Change Order in accordance with this section.

OVERSHIPMENTS: Marous Brothers Construction will pay only for maximum quantities ordered. Over shipments will be held at Vendor's risk and expense for a reasonable time awaiting shipping instructions. Return shipping charges for excess quantities will be at Vendor's expense.

DELIVERY/ACCEPTANCE: Unless otherwise agreed, title to materials, supplies, and equipment ("Materials") shall pass to Marous Brothers Construction upon unloading at destination, subject to Marous Brothers Construction's right of inspection, test, approval, and acceptance within a reasonable time thereafter. Marous Brothers Construction may inspect materials in Vendor's plant during production, when made to special or particular specifications, without waiving its right to subsequent rejection for undiscovered or latent defects. Marous Brothers Construction may reject and return at Vendor's risk and expense any portion of a shipment that is defective or fails to conform to specifications without invalidating the remainder of the order. Marous Brothers Construction's payment of any bill before actual inspection and acceptance of Materials shall not waive Marous Brothers Construction's rights hereunder.

LIEN WAIVERS: Vendor shall promptly furnish, upon Marous Brothers Construction's request, waivers by Vendor and all other persons entitled to assert any lien rights in connection with delivery of goods pursuant to this Order.

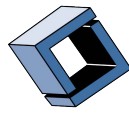
TERMS: Marous Brothers Construction shall not be subject to or obligated by any terms or conditions not set forth on this order unless it is expressly agreed to in writing. ALL invoices MUST show our Purchase Order Number. Discount period on invoices subject to cash discount will be calculated from the date the invoice is received by our office. Vendor agrees to collect and remit all applicable sales tax. All Vendor's invoices may be returned unless instructions on this order are complied with and the payment period and discount period may be extended by the Marous Brothers Construction without charges until corrected invoice is received in our corporate offices.

GUARANTEE: The Vendor shall guarantee all material, equipment and/or labor furnished under this order against defects and Vendor agrees to replace without charge to Marous Brothers Construction said material, equipment and/or labor or remedy any difficulties not due to ordinary wear for a period of one (1) year from the date of acceptance by Owner, or within the guarantee periods set forth in applicable plans and specifications, whichever is longer. Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which Vendor might have under this order. Establishment of the one year period for correction of the material, equipment and/or labor relates only to the specific obligation of the Vendor to correct the Work and/or replace the material or equipment, and has no relationship to the time within which the obligation to comply with the terms of this Purchase Order may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Vendor's liability with respect to Vendor's obligations other than specifically to correct the Work or replace the material and/or equipment.

INSPECTION/APPROVAL: All material and/or equipment shipped under this order shall be subject to the approval, inspection and testing of the Owner and/or his Architects, Engineers or other parties designated by the Owner. In the event approval is not obtained, this order may be returned and/or cancelled without liability on the part of the Marous Brothers Construction or Vendor unless the order is placed with the understanding that the material and/or equipment is to be supplied of the type and in such a manner as to meet requirements of plans and specifications. In the latter case, Vendor shall comply without further cost to the Marous Brothers Construction.

CANCELLATION: Marous Brothers Construction reserves the right to cancel all or any part of this order at any time without cancellation charges if order is not filled on or before the due date specified on this Purchase Order, pricing discrepancies or in the event of fire, act of God, public enemy, earthquake, floods, strikes, labor disputes or any other cause beyond Marous Brothers Construction's reasonable control.

Purchase Order



Marous Brothers
CONSTRUCTION

36933 Vine St, Willoughby, OH 44094

Phone: 440.951.3904

Email: Purchasing@marousbrothers.com

PO #:

Job:

The contents of this Purchase Order are bound to Quote/Proposal#

INSURANCE: Vendor is responsible for, and shall procure and maintain at all times while this Order is in effect or while Work under this Order is being performed by Vendor the insurance coverage acceptable to Marous Brothers Construction and shall furnish to Marous Brothers Construction certificates of such insurance within five (5) days for the date of Vendor's execution of this Agreement, but in all cases prior to commencing Work under this Order or prior to the shipment of any goods, whichever is applicable. Except as otherwise agreed to in writing by Marous Brothers Construction, such policies and certificates shall certify that Vendor is protected on the Work with: (a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or \$1,000,000.00, whichever is greater; (b) primary, noncontributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate (non-contributory excess/umbrella policy may be utilized to meet aggregate limits); and (c) business automobile liability insurance covering all owned, leased, hired, and non-owned vehicles, with bodily injury (including death) and property damage coverage with limits of \$1,000,000.00 per accident. All policies shall be written with deductibles and other terms and by insurance carriers acceptable to Marous Brothers Construction. All liability policies (other than worker's compensation policies) and insurance certificates shall name "MAROUS BROTHERS CONSTRUCTION, INC. ITS AFFILIATES OR ASSIGNS AND THE OWNER" as an Additional Insured (using ISO Form CG 2033F(7-04)) or equivalent). All property insurance policies and certificates, if applicable, shall name "MAROUS BROTHERS CONSTRUCTION, INC. ITS AFFILIATES OR ASSIGNS AND THE OWNER" as an Additional Insured / Loss Payee As Their Interests May Appear. Vendor shall furnish Marous Brothers Construction with one or more insurance certificates, or any renewals thereof, at the time required by this Purchase Order, and as Marous Brothers Construction may otherwise request from time to time. All policies and certificates shall be endorsed to require the insurance carriers' agreement to provide Marous Brothers Construction with no less than thirty (30) days advance written notice of modification, cancellation or expiration of the coverage specified herein. Marous Brothers Construction's policies shall be considered excess over all Vendor's policies. Indemnification obligations by Vendor under this Purchase Order are in addition to, and not an alternative to, the insurance coverage required herein, and Vendor's maintenance of any such insurance coverage shall not operate to waive any such indemnification obligations. To the extent Vendor may perform under this Purchase Order without obtaining the required insurance coverage, such an occurrence shall not operate in any manner as a waiver of Vendor's right to maintain any breach of contract action against Vendor.

ACCIDENT/DAMAGE REPORTING: VENDOR SHALL IMMEDIATELY NOTIFY LESSOR IN THE EVENT OF ANY ACCIDENT INVOLVING THE WORK, WHETHER CAUSING BODILY INJURY OR PROPERTY DAMAGE, SO THAT MAROUS BROTHERS CONSTRUCTION'S ABILITY TO PROPERLY INVESTIGATE THE ACCIDENT IS NOT PREJUDICED.

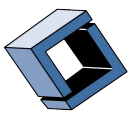
INDEMNIFICATION: To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless Marous Brothers Construction, the Owner, and their respective directors, officers, managers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense, penalty, award or judgment, including attorney's fees and court costs, arising out of or related to any claim, demand, suit or legal action or proceeding of any nature (a "Claim"), including without limitation personal injury and/or property damage made upon or against the indemnified parties, or any of them, and caused by, or otherwise arise under or is related, directly or indirectly, to Vendor's performance or failure to perform any of its obligations contemplated under this Purchase Order, any other action or omission of Vendor, its employees, borrowed servants, agents and representatives, or any other person for whom Vendor may be liable. Vendor's indemnity obligations hereunder shall be in addition to any other rights available to Marous Brothers Construction or Owner and shall not be limited in any manner by the provisions of applicable worker's compensation, disability benefits, or other employee benefit statutes, nor by Vendor's obligation to procure and maintain insurance under this Purchase Order. The provisions of this Section shall survive the termination of this Purchase Order.

SHOP DRAWINGS: All necessary shop drawings are to be submitted within 2 weeks from vendor's acceptance of this order. Vendor shall furnish the required number of submittal data.

SCHEDULE: Production schedules and anticipated delivery schedules shall be submitted within 2 weeks from the vendor's acceptance of this order. Any damages due to delays caused by a failure to submit in the required timeframe, or not adhering to the established production and/or delivery schedules, will be the responsibility of this Vendor.

LAW OF THE FORUM: This Purchase Order shall be interpreted pursuant to the laws of the State of Ohio. Should any controversy arise between the Marous Brothers Construction and the Vendor in respect to any of the terms & conditions of this agreement, it shall be governed by the laws of the State of Ohio.

CERTIFICATIONS: Vendor agrees to supply Marous Brothers Construction with certificate of MEE/FBE certification for any applicable purchase orders/jobs.



VENDOR / SUPPLIER INFORMATION SHEET

We require the following information when setting up a new Vendor / Supplier. This information will only be made accessible to personnel of Marous Brothers Construction, Inc. in our Accounting Dept.

FOR OFFICE USE ONLY

Prequalification Date _____

Approved Yes ☐ No ☐

☐ Supplier ☐ Subcontractor ☐ Other Job Name / # _____

MBC Vendor #

Requested By

Entered By

Approved By

Date

Date

Date

Company Name _____

Phone # _____

Please classify your type of business (i.e. plumbing, drywall, etc.) _____

Billing Contact _____
(Contact)

Fax # _____

Email _____

Website _____

W9 Required - Please Attach

County _____
(Applicable to Ohio Companies ONLY)

Are you able to collect Ohio State Sales Tax? (applicable to non-Ohio vendors only) Yes ☐ No ☐

Purchasing Contact _____ E-mail _____

Purchasing Phone # _____

Remit To:

Payment Address _____

City

State

Zip Code

Purchasing Address

Street Address _____

City

State

Zip Code

OTHER

✓	Abbrev	Description of Class/Program	Valid Thru Date	City/State	Entity
	MBE	Minority Business Enterprise			
	FBE	Female Business Enterprise			
	CSB	Cleveland Small Business			
	SECT 3	Low Income Business			
	SBE	Small Business Enterprise			

Net Terms

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- 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?* on page 2 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, 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 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, 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 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. 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. 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 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. 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.

d. 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. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession

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

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 Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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) written or printed 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 possession, 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.

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 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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), 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
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.