



INDEPENDENT SALES ORGANIZATION AGREEMENT

This INDEPENDENT SALES ORGANIZATION AGREEMENT (this “Agreement”) is entered into as of _____, 20__ by and between McMann Commercial Lending LLC, an Illinois limited liability company, with its principal place of business at 205 N. Michigan Avenue, Suite 810, Chicago, Illinois 60601 (“MCL”), and _____, a _____ (“Referral Partner”) and together with MCL, collectively, the “Parties”). The Parties agree as follows:

- 1. Generally.** MCL is in the business of originating commercial/business loans. Referral Partner is in the business of arranging loans and performing other services in the furtherance of the origination of loans. In the course of undertaking such services, Referral Partner may introduce potential borrowers (“Potential Borrowers”) to MCL for the purpose of such Potential Borrowers obtaining funding from MCL (a “Loan”).
- 2. Referrals.** Referral Partner may refer a Potential Borrower to MCL by: (a) submitting an application for a Loan on behalf of such Potential Borrower; or (b) causing such Potential Borrower to submit an application for a Loan using a link or submission method provided to Referral Partner by MCL.
- 3. Services to be Performed:** Referral Partner shall endeavor to refer Potential Borrowers to MCL based on MCL’s eligibility criteria. MCL shall determine, in its sole discretion, whether MCL shall provide funding or any other service to Potential Borrowers and shall have the right to decline to provide funding or any other service to Potential Borrowers for any reason whatsoever. A Potential Borrower who closes a Loan with MCL is a “Referred Borrower”. Referral Partner will determine what amount of time to be devoted to the performance of the above-described services. Referral Partner shall not be the only or exclusive independent referral representative for MCL and MCL may, at it’s sole discretion, retain the services of other independent sales representatives.
- 4. Referral Requirements.** Potential Borrowers must be prospects that have expressly indicated to Referral Partner an interest in obtaining funding from MCL. Referrals under this agreement should consist of a loan application and the last 4 months of bank statements. If a Potential Borrower is referred or otherwise introduced to MCL by more than one (1) independent sales representative or other source, the independent sales representative or source that is first in time in making such referral or introduction shall be credited for the Potential Borrower.
- 5. Compensation.** Referral Partner must manage the Potential Borrower process with the Potential Borrower from start to finish. Referral Partner must: (a) explain MCL’s different funding solutions; (b) obtain adequate documentation and the appropriate application(s); and (c) assist in closing the transaction. MCL will underwrite and process all applications. Referral Partner’s compensation will depend on the interest rate options that MCL provides Referral Partner to provide to the Referred Borrower. MCL will provide Referral Partner with a buy rate (a buy rate means that it is a par rate and that there is no percentage points built in into the rate). Referral Partner must add to the buy rate in order to be compensated and Referral Partner will

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receive 70% of points in excess of the buy rate, with MCL retaining 30% of such excess. Compensation is paid weekly five (5) Business Days (a "Business Day" means any day except any Saturday, any Sunday or any day which is a Federal or state holiday or any day on which banking institutions are authorized or required by law or governmental action to close- after the Loan funds. MCL may change the compensation plan at any time in its sole discretion and Referral Partner accepts and agrees that MCL shall have no obligation to notify Referral Partner of any change to the compensation plan; provided, however, that any such changes will not affect a closed Loan. Any exceptions or changes will be communicated immediately.

6. Broker Fee. Referral Partner may charge a Potential Borrower and/or Referred Borrower, as the case may be, a broker fee and retain same provided such broker fee is agreed to in writing between the Referral Partner and the Potential Borrower and/or Referred Borrower, as the case may be.

7. Due Diligence Fees. With regard to non-refundable due diligence fees charged to Potential Borrower, MCL will quote and charge a floor. Should Referral Partner and Potential Borrower and/or Referred Borrower, as the case may be, agree on an amount in excess of such floor, 65% of such excess shall be paid to Referral Partner with MCL retaining 35% of such excess.

8. Indemnification. Referral Partner agrees to indemnify, defend and hold harmless MCL and its managers, members, employees, officers, investors, agents, representative, and attorneys from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of: (i) any failure by Referral Partner or any of its agents to comply with, or fulfill the obligations of, or otherwise breach the terms of this Agreement; (ii) acts of fraud, gross negligence or willful misconduct; or (iii) any promise, warranty or representation made by Referral Partner to MCL being unfulfilled, false or misleading. Without limiting the foregoing, Referral Partner agrees to pay to MCL the amount owing on any Loan that is not collected by MCL, its funding partners and or investors (after collection is attempted in accordance with the standard procedures for the collection of such Loans) if such failure to collect is the result of fraud, gross negligence or willful misconduct by Referral Partner or any of its agents.

9. Consent to Review Personal Credit, Business Credit, and Other Consents For any Loan application submitted to MCL, Referral Partner has the consent and proper authority from the Potential Borrower and/or Referred Borrower, as the case may be, connected to such Loan application: (i) to submit all information, including any "non-public personal information" or "personally identifiable financial information" as defined in Federal regulations implementing the Gramm-Leach-Bliley Act, as amended from time to time (any such information, "Nonpublic Information") and documentation contained in such Loan application; (ii) to authorize MCL, its representatives, agents or assignees to order and conduct background checks and other investigative reports (including credit bureau reports from credit bureau agencies, and reports from other sources) based on the information provided in such Loan application; (iii) to receive Loan performance information and other Nonpublic Information to the extent permitted by Applicable Law; (iv) to contact, and authorize MCL to contact, such Potential Borrower and/or Referred Borrower, as the case may be, using the information provided in such Loan application, including mobile telephone numbers (which, if provided to MCL, Referral Partner represents it

has obtained written consent from the Potential Borrower and/or Referred Borrower, as the case may be, for MCL to contact such Potential Borrower and/or Referred Borrower, as the case may be, at such mobile telephone numbers); (v) to represent the interests of such Referral in connection with such Loan application; and (vi) if the Loan application is received via email or fax to MCL, MCL retains authorization to submit the application on behalf of the Referral Partner and the Potential Borrower and/or Referred Borrower, as the case may be, to investors, funding partners, sub-contract underwriters, credit analysts for the purpose of obtaining business funding including MCL's logos on such application unless there is a white label agreement or the application by the Referral Partner is approved. Referral Partner warrants that it will maintain and update all required authorizations from each Potential Borrower and/or Referred Borrower, as the case may be, so that MCL shall at all times be in a position to reasonably rely on, and accept as properly authorized, any submitted Loan application and provide Nonpublic Information to Referral Partner's about a Potential Borrower and/or Referred Borrower, as the case may be, Loan. Referral Partner certifies and warrants that all information and documentation directly or indirectly transmitted to MCL by Referral Partner in connection with any Loan application is true, correct and complete in all respects.

10. MCL's Control Over Loan Program, Approvals and Loan Agreement. Referral Partner acknowledges and agrees that MCL has sole and exclusive control over all aspects of the Loan program. MCL may, in its sole discretion, approve or deny a Potential Borrower for a Loan product or service. Referral Partner shall not advise a prospective Potential Borrower that such Potential Borrower has been approved for a Loan product or service prior to MCL's review and approval. Referral Partner acknowledges that all aspects of the Loan program are subject to the management and approval of MCL and Referral Partner shall make no representations to the contrary. If MCL cannot fund the deal, the Referral Partner gives MCL permission to syndicate or co-broker the Loan. If the transaction is syndicated or co-brokered, the Referral Partner will be informed of the compensation on each transaction. Under this scenario, Referral Partner agrees not to circumvent for a period of 90 days if an approval was issued and a Loan agreement was sent. If the Referral Partner circumvents during the 90-day period the Referral Partner agrees to pay fifty percent (50%) of its compensation on such transaction to MCL. For every Potential Borrower, Referral Partner shall use the form of Loan agreement that has been approved in writing by MCL for use with the relevant Loan program. Referral Partner shall not change or modify any Loan agreement without the prior written consent of MCL.

11. Term. This Agreement will commence as of the date first provided above. Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days prior written notice of termination. If Referral Partner conducts illegal acts, fails to comply with applicable laws, breaches any of the terms of this Agreement, or Referral Partner conducts any unethical business, this Agreement may be terminated by MCL immediately upon written notice.

12. Compliance with Laws. Referral Partner has and will comply with all applicable local, state, and Federal laws.

13. Information. All information provided to MCL by Referral Partner will be, to the best of Referral Partner's knowledge, true, accurate, and correct. Referral Partner has an affirmative

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obligation to: (a) correct any information about a Potential Borrower and/or Referred Borrower, as the case may be, that Referral Partner learns is inaccurate; and (b) disclose any legal, financial, or business change relating to a Potential Borrower's and/or Referred Borrowers as the case may be, application for a Loan that is or becomes known to Referral Partner and would affect MCL's or funding partners or investors evaluation of such application.

14. Closing Periods. All information provided to MCL by Referral Partner will be kept confidential. The information provided on a Loan application will be strictly utilized for the purpose of obtaining and or determining the possibility of obtaining a Loan. If Referral Partner submits a Loan application and the application or documents submitted are incomplete, Referral Partner will have five (5) Business Days to make corrections or submit proper or incomplete information. If MCL does not receive that information within such time period, the application will be rejected. If a Loan approval or pre-approval is provided to the Referral Partner, the Referral Partner will have ____ (____) Business Days to close said transaction or submit the conditions required to close said transaction. If a Loan approval or pre-approval is provided to the Referral Partner and the Referral Partner does not communicate within such time period, the approval or pre-approval will expire. If a Loan agreement, promissory note, or Loan note is provided to the Referral Partner and the Referral Partner or the Potential Borrower and/or Referred Borrower, as the case may be, does not accept the terms of the agreement for any other reason and the Loan agreement is not executed by the Potential Borrower and/or Referred Borrower, as the case may be, the Loan agreement will become expired in ____ (____) Business Days. Referral Partner must submit properly applications and include all information on the application. Any missing information or omissions on applications may cause a delay in providing a credit decision or may cause an application to become expired. If an application is submitted and there is missing documentation or incomplete documentation, this may cause a delay in providing a credit decision and may cause an application to become expired. If an application is denied or expires or a approval, pre-approval, or a Loan agreement becomes expired, Referral Partner will need to resubmit the application, provide missing information or documentation or other actions may need to occur to revalidate the application, approval or Loan agreement. Any Loan agreement that expires may cause Loan terms, rates, and other factors to change from the original pre-approval, approval or Loan agreement. If any of the situations described here occur, any other referral partner or broker of MCL and in good standing with MCL can close the transaction. Also, if MCL syndicates a transaction with one (1) of MCL's investors or funding partners and Referral Partner waits for an expiration date with such entity who MCL has an agreement and then funds the transaction, Referral Partner will be responsible for paying MCL 50% of its earnings on such transaction. If Referral Partner becomes inactive and/or MCL outreaches to a Referred Borrower who has needs for additional funding and said Referral Partner did not maintain contact with the Referred Borrower and MCL provides additional funding, MCL is under no obligation to pay any compensation to said Referral Partner, unless the Referral Partner submits a new funding request for additional funding or updates a submission package. MCL may offer additional services to a Referred Borrower and MCL will be under no obligation to pay any earnings resulting from ancillary services. If Referral Partner becomes inactive and the Referred Borrower obtains a Loan after Referral Partner became inactive, MCL will not be obligated to pay any compensation to the Referral Partner.

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15. Confidentiality Agreement. However, all such information, including, but not limited to; information relating to a Potential Borrower and/or Referred Borrower, shall become MCL's confidential information once provided to MCL. And, during Referral Partner's engagement with MCL, Referral Partner will have access to certain confidential information of MCL, which was developed by MCL over a long period of time and/or at substantial expense, which is valuable, special, unique and a proprietary asset of MCL, giving MCL a competitive advantage over competitors who do not have access to or use of such confidential information, in whole or in part, which is sufficiently secret for MCL to derive economic value, actual and potential, from not being generally known to other persons or entities who can obtain economic value from its disclosure or use, and which is the subject of efforts by MCL that are reasonable under the circumstances to maintain its secrecy or confidentiality and constitute "trade secrets" as defined in the Illinois Trade Secrets Act, 765 ILCS 1065/1 et seq., including, but not limited to, inventions, processes, computer programs in source code and/or object code format, databases, financial data, pricing information, methodologies, forecasts, business plans, operating systems and procedures, lists and/or information relating to Referred Borrowers and/or Potential Borrowers, lists of investors, joint venture "partners", lenders, and contractors, including, but not limited to, their particularized requirements and preferences, and the identity, authority, and responsibilities of their key contact persons, trade secrets, technology and the like and other information concerning the business and relationships of MCL (collectively, the "Confidential Information"). During the term of this Agreement with MCL and until such time as the Confidential Information becomes generally available to the public, Referral Partner shall not, in any capacity (except for the benefit of MCL), use or disclose, or cause to be used or disclosed, any Confidential Information. Referral Partner agrees not to circumvent for a period of 1 (one) year with any of MCL's Referred Borrowers, Potential Borrowers, employees, contractors, representatives, investors and/or funding channels.

16. Expenses. Referral Partner will be responsible for any and all expenses incurred by it in connection with its performance under this Agreement. Referral Partner is responsible for all marketing activities and or lead generation marketing. Referral Partner can private label certain materials with MCL's prior written consent. If the Referral Partner utilizes MCL's company names, it can only use the materials that MCL provides to Referral Partner. If the Referral Partner misuses MCL's name or information for any purposes outside the scope of this Agreement or in a manner harmful to MCL, Referral Partner may be liable for libel, slander, or any other civil actions.

17. Relationship of the Parties. Referral Partner is solely engaged under this Agreement as an independent contractor. The Parties do not intend to create, and nothing contained in this Agreement shall be construed as creating, a partnership, agency, joint venture, co-ownership, or employment relationship. MCL shall not be responsible for any taxes with respect to Referral Partner's compensation hereunder. MCL shall issue an IRS Form 1099 to Referral Partner (not an IRS Form W-2). Referral Partner will be solely responsible for any social security obligations, unemployment coverage, insurance tax deductions and payments, workers' compensation, fringe benefits, if any, state and local payroll deductions and any and all tax-related paperwork and other administrative obligations or expenses, relating to or arising from Referral Partner's services to be performed pursuant to this Agreement. Referral Partner shall have no right or claim against MCL hereunder or otherwise for retirement benefits, social security, workers'

Initials: _____

compensation, health or disability benefits, unemployment insurance benefits, or employee benefits or rights of any kind. It is agreed that Referral Partner will indemnify and hold MCL and its officers, employees, and agents harmless for any assessments, claims or charges against MCL because of any lack of payment or failure to pay any tax or other administrative or service-related obligations, if any, on behalf of Referral Partner. Neither Party is authorized to represent the other Party, nor does it have authority to enter into contracts, bind, obligate, or to otherwise act on behalf of the other Party.

18. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by both of the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party hereto. The Parties hereto understand and agree that in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereto by virtue of that party or its agent having drafted this Agreement or any part hereof.

19. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

If to Contractor, to: _____

If to MCL, to: MCL Commercial Lending LLC
205 N. Michigan Avenue, Suite 810
Chicago, IL 60601
Attn: Walter Trock

With a copy (but which shall not constitute notice) to : Fisher Cohen Waldman Shapiro LLP
1247 Waukegan Road, Suite 100
Glenview, Illinois 60025
Attn: Robert S. Strauss, Esq.

or such other address or to the attention of such other person or entity as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

20. Governing Law. This Agreement will be exclusively governed by the laws of the State of Illinois, without regard to its conflicts of law provisions. The Parties agree to submit themselves to the exclusive jurisdiction of the Federal or state courts sitting in Cook County, Illinois relating to any actions at law or in equity. If an action is brought relating to this Agreement, the prevailing party in such action as determined by the order of a court of competent jurisdiction shall be entitled to its reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

Initials: _____

21. Injunctive Relief. Referral Partner acknowledges and agrees that any failure by Referral Partner to comply with the provisions of Section 15 of this Agreement will result in irreparable and continuing injury to MCL for which there will be no adequate remedy at law. Therefore, this Agreement shall be enforceable by a decree of specific performance or the granting of injunctive relief without the necessity of posting bond. Such remedies shall be cumulative and nonexclusive. To the extent Referral Partner is found to have violated any of the nondisclosure covenants, the relevant time period of any such nondisclosure covenant shall be extended commensurate with the determined violation period.

22. Survival. To the extent contemplated by this Agreement, the respective rights and obligations of the Parties hereunder shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Referral Partner's engagement pursuant to this Agreement.

23. Severability and Enforceability. This Agreement shall be construed and enforced to the maximum extent permitted by law. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement, each other provision shall remain in full force and effect and any court of competent jurisdiction or tribunal may modify the objectionable provision so as to make it valid, reasonable and enforceable. The Parties specifically acknowledge and agree that each covenant and agreement contained herein are separate and independent. It is expressly understood by the Referral Partner that no change in compensation which may be given to Referral Partner, no change in the duties of Referral Partner, no change in the nature of services to be performed by Referral and no other change in the relationship of the Parties hereto shall impair or otherwise affect any of the terms hereof.

24. Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement

25. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute a single agreement.

26. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties and an amendment or modification must be in writing and signed by both Parties.

[SIGNATURE PAGE TO FOLLOW]

Initials: _____



(Please type the following fields and sign)

Company Name: _____

Doing business as (if different from above or not incorporated): _____

Printed Name: _____

Address: _____

Phone Number: _____

Email: _____

Authorized Signature: _____

Date: _____

MCMANN COMMERCIAL LENDING LLC

Authorized Signature _____

Date: _____

Please return this Agreement completed and signed along with a copy of Articles of Incorporation and EIN number, Drivers License front & back, Social Security Casrd via email to an authorized representative of MCL or to _____

Initials: _____

Referral Partner Information

Section 1: General Information

Full (Legal) Name/Owner: _____ (nickname) _____
Home Address: _____
Cell Number: _____ Email: _____
Driver's License Number: _____ State Issued: _____
Social Security Number: _____ Date of Birth: _____

Section 2: (Independent Sales Organizations)

Company Name: _____
Company Address: _____
Cell Number: _____ Email: _____

1) What services does your company currently offer to business owners?

<input type="checkbox"/> Daily/Weekly ACH Loans Only	<input type="checkbox"/> Commercial Real Estate Finance	<input type="checkbox"/> Business Loans
<input type="checkbox"/> SBA Loan Packaging	<input type="checkbox"/> Factoring/POF/AR Finance	<input type="checkbox"/> Equipment Finance
<input type="checkbox"/> Business Consulting	<input type="checkbox"/> Accounting Services	<input type="checkbox"/> Business Legal Services
<input type="checkbox"/> Sales or Products	<input type="checkbox"/> Other Business Products/Services: _____	

2) Do you have an existing sales team of 5 agents? Yes or No

3) Can you personally submit 5 new Loan applicants per month? Yes or No

4) Can your team of 5 agents submit 2 new applicants per month? Yes or No

5) Will you recruit more agents during the next 3 months? Yes or No

6) Do you charge clients an upfront fee for applying for a Loan? Yes or No

***If you charge clients up-front fees, you hold harmless MCL from any claims that may arise with a Loan application that you submit to MCL. Any up-front fees or Loan success fees are independent of MCL.*

7) Have you ever been arrested during the last 10 years? Yes or No

If yes; what was the charge and the final outcome:

Depending on the severity of the charge; we may or may not approve this agreement.

8) Have you ever been fired or dismissed from any financial institution? Yes or No

If yes; what was the charge and the final outcome: _____

9) Have you ever filed for bankruptcy? Yes or No

10) Do you hold any professional licenses? Yes or No

11) Have you ever held any professional licenses that were revoked or suspended; such as a series 6, 7, CPA, mortgage brokerage licenses, etc? Yes or No

If yes; what was the charge and the final outcome:

8) What Lenders do you currently do business with and are you in good standing with those lenders ? Yes or No

Lender Name _____ Lender Name _____ Lender Name _____

Section 3: ACH Form

We need a copy of a voided check for your personal or company account to pay you via ACH. Direct Deposit. This is to set you up on MCL's direct pay program. Also, you can list this information:

Bank Name: _____ Account Type: _____
Routing Number: _____ Account Number: _____

Section 4: Please Fill Out W9 Form (attached)

Initials: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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																																									
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions 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:
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, and
 4. 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.

Initials: _____