

## SELLER AGREEMENT

THIS SELLER AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_, 20\_17\_ by and between **Name:** (“Seller”), and **CAREINGTON INTERNATIONAL CORPORATION**, a Texas corporation (“Careington”).

### RECITALS

WHEREAS, **Careington** is in the business of establishing, building, consolidating, marketing and administering discount dental plans and other health and non-health benefits through its own network of dentists and through agreements with other companies and distributors of healthcare benefit plans, products and services (each a “Benefit Provider”); and

WHEREAS, **Careington** has created single and multi-benefit plans (each a “Benefits Plan”); and

WHEREAS, Seller is an individual or entity that markets dental and other health care benefit plans to individual consumers, groups, and/or other entities and desires to market Benefit Plans to individuals who meet the eligibility criteria under the Benefits Plan and are not delinquent in their payment obligations (each a “Member”);

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, Seller and **Careington** hereby agree as follows:

#### **1. Obligations of Seller.**

(a) Seller shall market the Benefits Plan as described on Schedule 1. Seller shall only charge retail fees for the Benefits Plan that are approved by Careington and shall only market the Benefits Plan in states that are approved by Careington. Seller shall bear all costs related to the marketing and sale of the Benefits Plan. The Benefits Plan shall not be combined with, offered for sale with, or incorporated into any other product or service without **Careington’s** prior written approval.

(b) Seller shall comply with all applicable laws, rules and regulations in connection with the performance of obligations on the part of Seller as contemplated hereunder.

(c) If Seller utilizes inbound or outbound telemarketing to solicit prospective members or enroll Members, Seller shall digitally record each phone call in its entirety. Seller shall provide Careington a copy of any phone recordings within three (3) days from request. Seller shall not contract with another entity to conduct telemarketing without **Careington’s** prior written approval. Seller is solely responsible for compliance with any federal or state telemarketing laws.

**2. Materials.** Any costs for the production and distribution of any materials describing or referring to the Benefits Plan shall be the responsibility of Seller. Seller shall submit to **Careington** any marketing or membership materials, including but not limited to printed materials, telephone scripts, and electronic media, that will be used to solicit or will be provided to Members or prospective members, which refer to or describe (i) the Benefits Plan,

(ii) any Benefit Provider, (iii) any service administered by **Careington**, or (iv) any benefits to be provided in conjunction with the Benefits Plan. Seller shall secure **Careington's** express written approval of all marketing or membership materials prior to using them to market or describe the Benefits Plan alone or in conjunction with other benefits. If Seller intends to use marketing or membership materials in a language other than English, Seller shall provide **Careington** with a certified translation of such materials. **Careington** shall have fifteen (15) business days to review, edit or approve such materials.

**3. Careington Administrative Services.** **Careington** shall perform all enrollment of Members and all billing, whether through preauthorized checking account withdrawals, credit card or other means. **Careington** shall maintain and update a list of current Members showing such Members' names, telephone numbers and mailing addresses. **Careington** shall provide Members identification cards identifying that such Member is a participant in the Benefits Plan in addition to pertinent telephone numbers for access to customer service and other benefits provided under the Benefits Plan. **Careington** shall maintain toll-free telephone lines for use by Members for inquiries regarding the benefits associated with the Benefits Plan.

**4. Commission.** For each active individual Member referred by Seller on whose behalf **Careington** receives and does not refund payment for the Benefits Plan, **Careington** agrees to pay Seller the commission set forth on Schedule 1 of the Agreement. **Careington** shall pay Seller all amounts due on a monthly basis within sixty (60) days following the end of each month.

**5. Confidentiality.**

(a) In performing its obligations pursuant to this Agreement, each party may have access to and receive disclosure from the other of certain proprietary and confidential information, including, but not limited to, financial records, technological developments, marketing strategies, Member lists, participating provider lists, employee lists, and other information considered by the disclosing party to be confidential and proprietary (herein collectively referred to as "Confidential Information"). For purposes of this Section, the financial terms of this Agreement are Confidential Information of each party. Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either party, (ii) information which is or becomes known publicly through no fault of either party or, (iii) information already known by either party prior to disclosure from the other party, as shown by the receiving party's records.

(b) Each party shall receive Confidential Information in confidence, shall use it solely for the purpose of and as necessary to fulfill its obligations under this Agreement and shall not reveal it to any third party, other than a corporate affiliate, without the express written consent of the other party. Each party shall take appropriate measures to prevent its agents, employees and officers and directors from using or disclosing any Confidential Information, except as is expressly permitted under this Agreement. All documents supplied to one party (the "Disclosing Party") to the other (the "Recipient"), including all copies or reproductions thereof, shall be returned to the Disclosing Party at the Disclosing Party's request.

(c) In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient shall cooperate with the Disclosing Party in its efforts to obtain such remedies. In the event that the Recipient is legally obligated to disclose any Confidential Information, the Recipient shall furnish only the portion of the Confidential Information that is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

(d) The provisions of this Section shall survive termination of this Agreement.

**6. Non-Solicitation; Non-Circumvention.**

(a) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, Seller shall not, directly or indirectly, through or on behalf of itself or any other entity or individual, solicit, or attempt to solicit, any **Careington** dentist to provide goods or services to any Member or to contract with or join any panel or network.

(b) During the term of this Agreement, Seller shall not knowingly solicit or sell the Benefits Plan to any member of another Careington benefits plan.

(c) During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, neither Seller nor any of its Marketing Representatives shall, either directly or indirectly attempt in any manner to commercially circumvent, avoid, bypass, **Careington** in any transaction with any of **Careington's** Benefit Providers in an effort to avoid the payment of, or decrease the amount of, fees or other compensation which would have otherwise been payable to **Careington** had Seller or the Marketing Representative included **Careington** in the transaction.

(d) During the term of this Agreement, Seller shall not contract with, or attempt to contract with, any third party to provide such third party any or all of the services or benefits provided in the Benefits Plan on a wholesale basis for resale by such third party.

(e) The provisions of this Section shall survive termination of this Agreement.

**7. Independent Relationship.** No provision of this Agreement creates any relationship between Seller and **Careington** other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties hereto are not and shall not be deemed for any purpose to be agents, joint venturers or partners. Neither party is authorized to act as agent for the other, to take any action or make any representation in the name of the other, or to represent that it has the power or authority to do so. Neither of the parties nor any of their respective officers, directors, or employees shall hold themselves out as the employee, partner, officer, director or agent of the other party and shall not be deemed or construed to be an employee, partner, officer, director or agent of the other party.

**8. Regulatory Requirements.** Seller shall identify and comply with, at its own expense, all laws, rules, regulations, policies and orders applicable to marketing the Benefits Plan including, without limitation, any applicable registration or licensing requirements. Seller shall immediately notify **Careington** in writing if any license or registration held by Seller is suspended, revoked or otherwise restricted, or if any license or registration application submitted by Seller is denied. Upon request by **Careington**, Seller shall provide **Careington** with evidence of any applicable license or registration.

**9. Term.** This Agreement shall be effective as of the day and year first written above and shall continue for an initial term of two (2) years (the “Initial Term”), unless sooner terminated pursuant to the terms stated below. Upon the expiration of the Initial Term, this Agreement shall automatically renew for subsequent periods of one (1) year each, unless a written notice to the contrary is provided by Seller at least ninety (90) days prior to the expiration of the then existing term. **Careington** may terminate this Agreement without cause upon not less than thirty (30) days prior written notice to Seller.

**10. Advertising Reference; Tradenames.** No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of **Careington** shall be released without **Careington**’s prior written consent. Neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

**11. Indemnity.**

(a) Each party shall and does hereby indemnify and hold harmless the other party and its affiliates and each of their officers, directors, employees, agents, and representatives, from and against any and all claims and demands of every kind and nature asserted by a third party, whether groundless or otherwise, including, but not limited to, any and all actions, causes of action, suits, judgments, controversies, losses, damages, costs, liens, charges, court costs, reasonable attorney’s fees, payments, penalties, liabilities and expenses, occasioned by, resulting from, arising out of, related to, or in connection with any act or omission of the indemnifying party, its employees, officers, directors, agents or representatives, or any of them, in performance of this agreement, including, but not limited to, failure of the indemnifying party to comply with the terms of this Agreement. Neither party will settle an indemnified claim without the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

(b) The provisions of this Section shall survive termination of this Agreement.

**12. Insurance.** Seller shall maintain and provide proof, upon request, of such insurance policies or program of self-insurance as are reasonable to insure itself and **Careington** from any and all claims resulting from any action taken or failure to act by the insured party or its employees or agents pursuant to this Agreement. Seller shall provide **Careington** with a copy of its insurance certificates by the effective date of this Agreement, and shall notify **Careington** immediately if any such policies lapse or are terminated or if any coverage amount is reduced.



**13. Limitation on Damages.** Neither party nor any of its affiliates shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits, arising out of or related to this Agreement, its performance hereunder or its breach of a covenant or representation made hereunder, even if it is advised of the possibility of any such damages.

**14. Notices.** Any notice to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered upon personal delivery against written receipt or when mailed by certified mail with return receipt requested and postage prepaid to the receiving party at such party's address set forth on the signature page of this Agreement, which address for notice may be changed by either party by written notice under this Agreement.

**15. Amendments.** Except as otherwise provided in this Agreement, no amendment shall become effective unless and until it is reduced to writing and signed by **Careington** and Seller.

**16. No Third Party Beneficiaries.** This Agreement is entered into by and between **Careington** and Seller and for their sole benefit. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any Member or other party that may be affected by the operation of this Agreement.

**17. Nonassignability.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided however, that no such consent shall be required in the event of an assignment to a parent, subsidiary or affiliate of **Careington**. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

**18. Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Texas.

**19. Severance of Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part hereof and the remaining provisions shall remain in force and effect, unaffected by such severance.

**20. Waiver.** The waiver by either **Careington** or Seller of any breach of any provision, warranty, or representation set forth in this Agreement shall not be construed as a waiver of any subsequent breach. Further, failure to exercise any right hereunder shall not operate as a waiver of such right and all rights and remedies provided for herein are cumulative.

**21. Counterparts.** This Agreement may be executed in separate identical counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, undersigned have executed this agreement as of the date first written above.

**Name:**

Signature--> By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notice:**

\*AGENT INSURANCE LICENSE # \_\_\_\_\_

**Careington International Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notice: 7400 Gaylord Parkway  
3<sup>rd</sup> Floor  
Frisco, TX 75034

## **SCHEDULE 1**

### **Commission, Benefits Plan, and Retail Fees**

The Commission Schedule payable on a monthly basis to Producer by **CAREINGTON** shall be as follows:

| <b>PLAN CODE</b> | <b>FIRST YEAR COMMISSION</b> | <b>RENEWAL COMMISSION</b> |
|------------------|------------------------------|---------------------------|
| ALL              | <u>25</u> %                  | <u>25</u> %               |

UPLINE HIERACHY FMO- ERIC NICHOLS

UPLINE MANAGER- \_\_\_\_\_

## 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 <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><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 ▶ |
|-----------|----------------------------|--------|

### 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](http://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 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))  | The grantor <sup>4</sup>  |
| 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 <sup>4</sup>   |
| 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   |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.



## Agent Commission ACH Direct Deposit Form

Fax form to (972) 335-3986 or mail to Careington, P.O. Box 2568, Frisco, TX 75034-9912, Attention: Operations

| AGENT INFORMATION           |               |         |
|-----------------------------|---------------|---------|
| Agent Name (First and Last) |               |         |
| Agency Name (If Applicable) |               |         |
| Street Address              |               |         |
| City, State and Zip         |               |         |
| Phone Number                | Email Address | SSN/TIN |

| FINANCIAL INSTITUTION INFORMATION  |  |
|------------------------------------|--|
| Name of bank/financial institution | Name of account holder   |
| Type of account:                   | <input type="checkbox"/> Savings <input type="checkbox"/> Checking |
| Nine-Digit Routing Transit Number  |  |
| Account Number                     |  |

| TERMS AND CONDITIONS  |
|---|
| <p>You can access the new agent portal features on January 1, 2011; simply mail or fax the enclosed form and a voided check for each bank account to Careington International Corporation. Please note that your commission statements and checks will be mailed until January, and ACH transfer requests typically take 30 to 60 days to process.</p> <p>I hereby authorize Careington Corporation to deposit any amounts owed me by initiating credit entries to my account at the financial institution(s) indicated on this form. Further, I authorize the financial institution(s) to accept and credit to my account any deposits received from Careington, once commissions reach or exceed the standard \$25.00. Monthly ACH transfers should be processed by the 15th of the month for the prior month's commissions. In the event that Careington deposits funds erroneously into my account, I authorize Careington to debit my account for an amount not to exceed the original amount of the erroneous credit. This authorization is to remain in full force and effect until Careington has received written notice from me of its termination in such time and in such manner as to afford Careington reasonable opportunity to act upon it. Electronic statements will be available through the new agent portal, <a href="https://agent.careington.com">https://agent.careington.com</a>.</p> <p>I certify that I am entitled to the payment identified above and that I have read and understood the terms and conditions on this form. In signing this form I authorize Careington to deposit the designated amount in to the financial institution named above.</p> |
| Signature: _____ Date: _____  |