

ISO - INDEPENDENT SALES ORGANIZATION AND OR INDEPENDENT SALES AGENT AGREEMENT

This Agreement made and entered into this _____, day of the month of _____ of the year 20____, by and between KGFA CAPITAL VENTURES INC. AND OR DBA LENDINERO AND OR LINKTOLENDER ©, whose corporate address is 7950 N.W. 53rd Street Ste. 337 Miami, FL 33166 (Hereinafter referred to as “KGFA”), and _____ (hereinafter referred to as Independent Consultant (IC), Independent Sales Organization (ISO) located at: _____ with Tax ID # _____ (For corporations only)

WHEREAS KGFA offers cash advance funding programs to commercial businesses (hereinafter referred to as “Merchants”); business funding, equipment financing, invoice financing, business lines of credit, b2b vendor financing, commercial real estate financing, and other business services via KGFA Capital Ventures LLC or it’s DBA Lendinero and alliances and affiliates. WHEREAS IC/ISO wishes to market KGFA products and programs to merchants subject to the terms and conditions outlined herein.

TERMS: In consideration of the premises and of the natural covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. INDEPENDENT SALES ORGANIZATION STATUS.** As agreed, upon between KGFA and IC/ISO IC/ISO shall remain as an independent sales organization and or independent contractor. The IC/ISO will operate and be responsible for its employees, all taxes state, federal, franchise, social security taxes. IC/ISO will receive a 1099 income form on annual basis for its income generated with KGFA.
- 2. OPERATION EXPENSES.** IC/ISO shall be responsible for all expenses, without limitation, in conjunction with the operation of its office and its business including the computation and payment of all sales commissions earned by its sub-agents and sales representatives, if any, because of their sales. IC specifically acknowledges that KGFA shall not be liable in any manner for any payments due from IC to any person for any reason. Further, IC shall be responsible for managing the activities of any such agents or sales representatives and for any action by any such agents or representatives taken in conjunction with the sales of KGFA programs.
- 3. MARKETING AREAS.** All KGFA marketing areas are non-exclusive and open. The IC/ISO commits to site survey, visit, or interview each merchant when requested to do so.
- 4. PAYMENTS TO ISO.** KGFA shall pay IC/ISO Commissions and Residuals in accordance with terms agreed upon between KGFA and IC/ISO (see Commissions Schedule Form A). If a merchant referred by the Agent defaults under its agreement with KGFA, KGFA’s investors, or KGFA funding partners under a merchant cash advance program only within thirty (30) days after funding, the Agent shall immediately return to KGFA, or KGFA’s discretion, via ACH, electronic check or wire transfer, the Compensation paid to the IC/ISO. This is known as a clawback. As the IC/ISO by signing this agreement, you give KGFA CAPITAL VENTURES INC. dba LENDINERO and or its ACH processor we select, ACH authorization to debit said amount. It is understood that only KGFA shall be authorized to accept, ratify, or finalize a Merchant Cash Advance Contract / Agreement and enroll an IC/ISO referred merchant into the Program. Any agreement or arrangement initiated by IC/ISO including a Merchant Cash Advance Contract / Agreement, shall not be binding on KGFA or its alliances until accepted and executed in writing by a duly authorized officer of KGFA or its alliances. KGFA shall pay all residual compensation due and owing to agent as agreed upon. COMMISSIONS ARE PAID WEEKLY AND MONTHLY depending on the program and or services. Please refer to (Commissions Schedule Form A). KGFA offers numerous funding solutions, funding programs, financials services and business services. KGFA agrees to pay IC/ISO commissions for those programs as per **(Commission Schedule Form A)**.
- 5. REVIEW AND ADJUSTMENT OF COMPENSATION PLAN.** The Compensation Plan assigned to the IC/ISO is subject to changes at any time. If there is a change on this plan KGFA has the obligation to inform you of the change.

6. ADDITIONAL FEES. IC/ISO agrees that if charges or additional fees to a merchant that it refers to KGFA and if the merchant accepts any of KGFA services or programs, the IC/ISO will need to supply any fee agreements that it enters with directly with the merchant. Furthermore, KGFA is not responsible for any disputes between the IC/ISO with the merchant for those fees. KGFA is only responsible for any advance fees that it may include in some of its

services. Merchant that resulted from the IC/ISO referral agree to hold harmless KGFA for any disputes for fees entered by and between IC/ISO not covered by any of the programs or services provided by KGFA to the merchant. Said fees are independent negotiated by and between IC/ISO and the merchant except for certain services that KGFA may request a consulting, loan packaging, processing or advance fee. For instance, if the IC/ISO charges a broker fee, consulting fee or any other fee that is between the merchant and the IC/ISO and not KGFA, except for certain programs that KGFA charges those fees.

7. NEW PRODUCT MARKETING. The Company retains the right to market existing, add-on or any newly developed products to IC/ISO referred merchants with compensation as described under separate agreement(s).

8. APPLICATIONS, CREDIT DECISIONS AND OTHER SOLUTIONS. KGFA its investors and or funding partners, including government related programs can approve or decline any application submitted for funding under any of its programs. A credit decision means approved or decline. Under no obligation are we required to approve any applicant that the IC/ISO submitted. Once the IC/ISO applies for funding for any of the funding programs submitted merchant holds harmless KGFA for any credit inquiries or investigations related to and for the purpose of obtaining financing. IC/ISO must inform any application for the purpose of financing to the merchant that a soft pull or hard pull inquiry will be performed. Once KGFA receives an application for funding that was referred by IC/ISO for a merchant KGFA reserves the right and is giving the right to process, analyze, underwrite, and submit said application for the purpose of obtaining funding for the merchant. Merchant cannot make any claims against KGFA if the IC/ISO did not disclose to the merchant that KGFA will be processing, analyzing, submitting, or underwriting financial information and information on said application from the merchant.

9. DIGITAL INFORMATION Any digital information submitted by IC/ISO to KGFA for any of its financing solutions, funding programs, services or programs will constitute sufficient information to proceed to process said information for the services or programs requested in a digital manner referred by IC/ISO to KGFA. IC/ISO also consents that any information submitted to KGFA in a digital manner on behalf of a merchant that said IC/ISO obtained authorization to submit lawfully to KGFA or for the services or programs that were offered by IC/ISO to merchant. Digital information includes, emails, text messages, WhatsApp, and or any information submitted via KGFA's proprietary lending software. www.linktolender.com.

10. MUTUAL NON-DISCLOSURE. IC/ISO and KGFA agree to a Mutual Non-Disclosure ("NDA"), as part of this agreement. Neither party will disclose information about trade secrets and will not circumvent any information or relationships. KGFA agrees not to circumvent with IC/ISO agents or its employees. IC/ISO agrees to the same. If the IC/ISO stops doing business with KGFA and or one of its companies such as Lendinero or Linktolender, KGFA has the right to renew contracts. Also, any information provided to KGFA and or one of its companies, we will market to on an ongoing basis. We will acknowledge any responses and forward them to IC/ISO to work on. But if the IC/ISO is not available to work on we will proceed with the transactions. In this event you will not be entitled to any commissions. You agree to hold harmless KGFA.

11. TERM AND TERMINATION. This Agreement will be effective as of the date and year stated below for an initial term of three (2) years commencing on the date signed below (the "Initial Term"), and will continue indefinitely thereafter unless terminated by either party upon five (5) days prior written notice. This Agreement may be terminated additionally and immediately by KGFA for cause. Terminations for cause reasons includes, but are not limited to, material breach by IC/ISO of terms of this Agreement, misfeasance, malfeasance, NDA, fraud, misleading information, wrongful conduct, non-ethical practices, unfair business practices, and any other reason which may affect KGFA or the merchant. In addition, if your closing ratio is less than twenty percent (20%) during a 3-month period we may terminate this agreement.

Either party may terminate this Agreement without cause upon 5 days prior written notice to the other party at the address stated herein except for the cause, in which case termination shall be effective upon receipt of such notice. If the IC/ISO stops submitting applications or at least three (3) months have passed by us will assume that you will no longer be doing business with KGFA, or you are no longer in business and this agreement will terminate automatically. All merchants' relationships shall remain with KGFA. The terms of KGFA merchant relationships are for various terms and at the end of such terms. KGFA may seek renewals of these agreements or seek alternative relationships to engage merchants in. If KGFA terminates this agreement for cause (as defined above); IC/ISO shall forfeit all rights it has to receive all future residuals from merchant accounts. If KGFA terminates this Agreement without cause, IC/ISO will receive all residuals as noted in Schedule A or any amendments thereto. An IC/ISO will become inactive if during three (3) months no new business is submitted to KGFA. Any information provided to KGFA during those three (3) months an after an inactive status KGFA has no financial obligation to the IC/ISO. If

after three (3) months the IC/ISO becomes inactive for not submitting new business to KGFA, said IC/ISO can reactivate this agreement by requesting it in writing.

12. RIGHT OF FIRST REFUSAL. The ISO shall grant to KGFA the right of first refusal for all cash advances, contracts and residual streams obtained from Merchants. In addition, IC/ISO will not interfere, nor impede KGFA and its alliances, in securing renewal contracts from any Merchant they have procured.

13. MARKETING MATERIALS. IC/ISO can only use the marketing materials provided by KGFA on a web platform. IC/ISO can use said materials only. IC/ISO cannot make alterations on technical verbiage. IC/ISO can only include their name, phone number, company name, DBA name, and contact information.

14. LOAN CLAW BACKS/ CHARGEBACK CLAUSE. If a loan is issued and funded to the client, you provided and the borrower defaults within the first 30 days you will be responsible for refunding 100% of the commissions paid to you by KGFA. If the loan defaults after 30 days, a specified percentage of the commissions may be due back from you. If you continue working with KGFA and submitting loan applications, you will have accumulated debt and based on several factors we may allow you to repay back in clawback/chargebacks within a several time frame and they will be deducted from future commissions earnings until the default debt is repaid in full. If you terminate this agreement or convert into an inactive status you with us ACH authorization to debit a portion or the full amount owed and hereby give us ACH authorization by signing this agreement.

15. ASSIGNABILITY. With the written permission of KGFA., IC/ ISO may from time-to-time delegate duties under Agreement to subsidiaries, provided however, that IC/ISO shall remain liable to KGFA. for any such duties and obligations. If the IC/ISO seeks to sell or transfer their business, KGFA. reserves the right to first right of refusal and/or the right to approve buyer, with assignment of the IC/ISO agreement not to be unreasonably held. Upon mutual agreement between KGFA. and agent, buy out of the residual rights of the agent to compensation hereunder, also agrees to give KGFA. first right of refusal, in consideration of a one-time lump sum payment that is a multiple of the average monthly compensation paid to the agent during the previous year where the agent and KGFA. having agreed in writing as to the multiple. KGFA may subcontract, sublicense, assign, license, franchise, or transfer to any third party any right, duty or obligation KGFA. has in connection with this Agreement without the consent or prior approval of the IC/ISO.

16. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements or provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.

17. SURVIVAL. The obligations of all parties hereto incurred prior to the effective date of termination of this agreement, including the NDA (non-disclosure agreement), shall survive termination of this Agreement.

18. NOTICES. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be mailed by certified mail, return receipt requested, to the respective parties at the addresses mentioned herein. Notices shall be deemed to be given when, so mailed. Notices also may be made electronically and in a digital manner.

19. DISPUTE RESOLUTION - ARBITRATION / MEDIATION. In the event of a dispute between the IC/ISO which might include but not be limited to compensation issues, policy, and procedure issues etc., which cannot be resolved through internal company protocol, both parties agree to submit to Arbitration in the State of Florida under an Arbitrator and guidelines established / sanctioned by the American Arbitration Association. Both parties agree to accept the ruling of the Arbitrator and the prevailing party shall be entitled to receive from the other party all costs and reasonable fees, including, but not limited to fees for arbitration / mediation or other legal proceedings.

20. LEGAL ACTION. The parties agree that any breach by IC/ISO of the NDA, of this Agreement would subject KGFA to irreparable harm for which money damages would not be a sufficient remedy. Accordingly, IC/ISO agrees that KGFA shall be entitled to injunctive or other equitable relief in addition to any other remedies that may be available to it at law or under the terms of this Agreement. Should KGFA or IC/ISO institute legal action, whether at law or in equity, arbitration, or mediation, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party all costs and reasonable attorney's fees, including but not limited to fees for trial and appeals or other legal proceedings. IC/ISO consents to the jurisdiction of the Florida Courts. This Agreement shall be interpreted according to the courts of the State of Florida.

21. **WAIVERS.** No failure or delay by either party in exercising any of its rights hereunder shall operate as a waiver thereof to prevent either party from demanding strict compliance thereof. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

22. **MODIFICATIONS.** KGFA shall have full authority to change the terms of any Program at any time upon thirty (30) days prior written notice, and any such change(s) shall have effect upon communication by KGFA to IC/ISO as to all future IC/ISO referred Merchant Agreements. KGFA.'s right to change Program terms shall explicitly include, but shall not be limited to, the adjustment of commissions, or the change of terms contained in this or in any subsequent Agreement or Schedules. Any such change(s) shall be applied to all IC/ISO's uniformly.

23. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meeting or interpretation of this Agreement.

24. **ENTIRE AGREEMENT; BINDING EFFECT.** This Agreement, and any schedule hereto, embodies the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and any permitted successors and assigns.

25. **IDEMNIFICATION BY IC.** IC/ISO shall indemnify and hold KGFA harmless from all claims, damages, and liabilities, including attorney's fees and cost of defense arising from the services performed by IC/ISO or IC/ISO's negligent or fraudulent acts or failure to act in performing this Agreement. We take fraudulent activity very seriously, IC/ISO will be responsible for all information submitted by any of its clients. IC/ISO needs to make sure that the information is true, correct, and accurate. In addition, IC/ISO warrants and represents that there has not and shall not be any disclosure of trade secrets or confidential competitor information to KGFA. The IC/ISO further warrants and represents that they are not bound by any restrictive covenant or prior agreement with any third party that which would prohibit the IC/ISO from providing the services contemplated herein to KGFA. The IC/ISO also warrants and represents that they are not under any restrictive covenant or prior agreement affecting any merchant that they introduce to KGFA. If the IC/ISO is in fact bound by a restrictive covenant, the IC/ISO indemnifies KGFA. for all costs, expenses, and legal fees pursuant to Paragraph 21 of this Agreement.

26. **MUTUAL IDEMNIFICATION.** Neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, special, speculative, lost profits, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if the party at fault has been advised of the possibility of such damages.

27. **NOTIFICATION OF ADDRESS CHANGE.** IC/ISO will notify KGFA promptly if IC/ISO moves or otherwise has a change of address.

The IC/ISO hereby authorizes KGFA, and its affiliates or assigns, to obtain credit bureau reports and to make other credit inquiries and background check of assignees/officers designated of IC/ISO. IN WITNESS WHEREOF, This Agreement has been duly executed by the parties hereto on this _____ day _____ on the month of _____ of the year 20 ____.

30. **ENTIRE AGREEMENT** This Agreement constitutes the entire understanding between the Parties and amendment, or modification must be in writing and signed by both Parties.

IC/ISO (Please type the following fields and sign)

Company name: _____ Your Name: _____
Address: _____ City _____ State _____
Phone: _____ Email: _____
Authorized Signature: _____ Date: _____

KGFA CAPITAL VENTURES INC. (DBA) LENDINERO /LENDINERO INC / LINKTOLENDER

Authorized Signature: _____ Date: _____

Please (a) e-sign this document or (b) return this Agreement completed and signed via email to an authorized representative of Lendinero or to partnerships@lendinero.com or fax to 305-675-0149

(Commissions Schedule - Form A)

To obtain the commission, pay out the Independent Agent or Independent Sales Organization must complete the following tasks:

1. You must prequalify the applicant and set expectations from the beginning on the type of program and rate they are likely to pay.
2. Obtain the loan application from the business owner who is applying for a loan.
3. Obtain the last 4 months of bank statements on the Lendinero express program. If they are applying for equipment financing, you will need to obtain the invoice and picture of the equipment. If they are applying for an SBA7a loan, you need to obtain the last 3 years of corporate tax returns, 3 years of personal tax returns and a year-to-date profit to loss and balance sheet.
4. Obtain any additional documents or explanations we may need prior to providing an offer.
5. We will provide you with the offer, and you must present the offer and negotiate with the applicant.
6. If the applicant accepts the offer, you must obtain closing documents.

Program 1: Lendinero Express Program Weekly or Daily ACH

- Daily or weekly ACH payments
- Rates 1% to 5% monthly estimated expressed as 1.20, 1.30, etc. A 1.20 means 20%.
- Repayment terms from 3 months to 18 months,
- Loan amounts from \$3,000 to \$500,000.
- Minimum time in business to apply: 1 year.
- Minimum credit score: 550 (plus we look at other credit factors) including business credit score.
- Minimum monthly deposits: \$10,000 per month
- We work with non-resident aliens, resident aliens, and U.S. citizens.
- We work in all states, not in California.
- Your commission range is 1% to 8%. We will provide you with a buy rate. That means that the rate is not paying any commission. We provide you with a 1.20, if you want to make 8 percentage basis points, you increase the rate offer to 1.28
- Commissions are paid weekly 3 business days after the deal funds or the nearest Friday after the 3 days.

Program 2: Equipment Financing

Any IC/ISO who (a) submits a loan application for equipment financing purposes.

- Weekly or month ACH payments
- Rates can vary from 9% to 20% per year.
- Repayment terms can range from 2 years to 5 years.
- Loan amounts from \$20,000 to \$500,000
- Minimum time in business to apply: start ups ok
- Minimum credit score: 620 (plus we look at other credit factors) including business credit score.
- Your commission range is 1% to 8%. We will provide you with a flat rate, not paying anything. Example: A 9% base rate, not paying you anything. If you increase the rate by 8 points, you will make 8 percentage basis points on the deal and the final rate would be 17%.
- Commissions are paid 7 business days after the deal funds or the nearest Friday after the 7 days.

Commission schedule form A (continued)

Program 3: Business Line of Credit

- Weekly ACH payments
- Rates 1% to 3% monthly estimated expressed as 1.20, 1.30, etc. A 1.20 means 20%.
- Repayment terms from 3 months to 18 months,
- Loan amounts from \$3,000 to \$100,000.
- Minimum time in business to apply: 2 years.
- Minimum credit score: 620 (plus we look at other credit factors) including business credit score.
- Minimum monthly deposits: \$10,000 per month
- Only Resident aliens, and U.S. citizens.
- We work in all states, not in California.
- Your commission will be 1.5% on each draw. Example. If the business draws \$10,000 each month you will receive 1.5% (\$150) monthly.
- Commissions are paid monthly, the first week upon closing any given month. This is because the businesses may draw once or twice or more in a month.

Commercial Real Estate Financing or SBA 7A Loans

On any commercial real estate financing transaction we will pay you 50% of the gross earnings.

ACH Payment & Payment Policies

To credit your commissions on Friday, the 3 business or 7 business days must have passed. Example. Let's assume a deal closed and funded on Monday. Three business days is Thursday, the commission will be paid on Friday of that week. Let's assume a deal closed on Thursday, 3 business days would be Tuesday, but since we make all commission payments on Friday you would have to wait until Friday.

**KGFA CAPITAL VENTURES LLC DBA
LENDINERO**

Signature

IC / ISO NAME:

Signature

Date

IC/ISO Information

Section 1: General Information

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

Section 2: (B2B Partners or Independent Sales Organizations)

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

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

- | | | |
|----------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Business cash advance | <input type="checkbox"/> Commercial Real Estate Finance | <input type="checkbox"/> SBA loans or services |
| <input type="checkbox"/> Business consulting | <input type="checkbox"/> Factoring / POF / AR Finance | <input type="checkbox"/> Business Legal services |
| <input type="checkbox"/> Business bookkeeping | <input type="checkbox"/> Business plans | <input type="checkbox"/> Accounting |
| <input type="checkbox"/> Business payroll services | <input type="checkbox"/> Other business products-services | |

2) What do you do for marketing to obtain new clients?

- 3) Do you have a monthly marketing budget? Yes or No
- 4) How much do you spend in marketing per month? \$ _____
- 5) If you don't spend in marketing; are you willing to invest to bring new clients? Yes or No - How much?
 \$ _____
- 6) Do you set activity goals month to month? Yes or No
- 7) Do you run metrics at your organization? Yes or No
- 8) Do you need assistance in marketing? Yes or No
- 9) How much volume do you currently fund per month?
 \$ _____
- 10) Do you have an existing sales team of 5 agents? Yes or No
- 11) Can you or your team submit 5 new loan applicants per month? Yes or No
- 12) Do you charge clients an upfront fee for applying for a loan? Yes or No
- 13) Are you interested in syndication? Yes or No
- 14) Are you interested in investing money into loans? Yes or No
- We can direct lend or syndicate with you if interested.

****If you charge clients up-front fees your hold harmless KGFA Capital from any claims that may arise with a loan application that you submit to us. Any up-front fees or loan success fees are independent of KGFA Capital.**

7) **What Lenders do you currently do business with and are you in good standing with those lenders?** _____ Yes _____ No

Existing lender relationships

Lender name: _____ Lender Name: _____
 Lender name: _____ Lender Name: _____

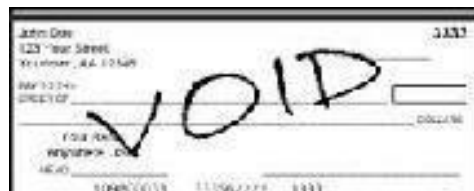
Section 3: ACH Form We need a copy of a voided check for your personal or company account to pay you via ACH.Direct Deposit. This is to set you up on our direct pay program. Also, you can list this information:

Bank Name: _____

Account Type: _____ (personal or biz)

Routing Number: _____

Account Number: _____



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) _____ <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.