



Selling Agent Application

Agent Information

Type of Appointment Requested: ☐ Individual ☐ Partnership ☐ Corporation

A. Applicant Information

Applicant		Date of Birth	
Business Name		Agent Email Address	
Business Address		County	
City	State	Zip Code	
Business Phone Number		Cell Number	Business Fax Number
Agency Taxpayer I.D.	SS#	Use the following for tax purposes (check one) <input type="checkbox"/> TIN # <input type="checkbox"/> SS#	License Number of entity to be appointed

B. Compensation Payable Contact Information

(If other than above)

Note: Compensation can only be paid to the person/entity printed on the required NYS license.

c/o			
Address			
City	State	Zip	
Phone	Fax	Email	

C. General Agency Information

General Agency Name	HealthPass General Agency Code	General Agent Rep.
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D. Officers and Directors

List all officers and directors and give information requested below. If sub-licensee, check box(es) and list before other officers and directors.

Name (Last, First, M.I.)		Date of Birth
Title of Officer	SS#	Check here if sub-licensee <input type="checkbox"/>
Name (Last, First, M.I.)		Date of Birth
Title of Officer	SS#	Check here if sub-licensee <input type="checkbox"/>

E. Partner Carrier Appointment Requirements

EmblemHealth Broker ID	Healthfirst Broker ID
Oxford Broker ID	

NOTE: You must be appointed, and up-to-date, with our partner medical carriers on a direct basis to receive any monthly HealthPass compensation. Failure to do so will result in your monthly commission to be placed on hold. Please contact our Licensing Department at 212-252-8010 or email sales@healthpassny.com to request Carrier Agent Agreement(s).

F. Background Information (to be supplied by Agent)

1. Has anyone named on this application ever been known by any name other than the one on the first page of this application?
☐ No ☐ Yes
2. Has anyone named on this application ever been refused a license for insurance or had a license for insurance revoked or suspended?
☐ No ☐ Yes
3. Has anyone named on this application ever been fined or formally disciplined by any insurance entity?
☐ No ☐ Yes
4. Has anyone named on this application ever been charged or investigated, in any capacity whatsoever, with financial irregularities, misconduct or fraud by any insurer, financial institution, employer or other party?
☐ No ☐ Yes
5. Has the applicant ever had its agency appointment terminated for cause or for any of the above reasons?
☐ No ☐ Yes
6. Other than traffic infractions or "Youthful Offender" adjudications, has anyone ever been convicted of a crime?
☐ No ☐ Yes

Note: If you answered "Yes" to any of the above questions, please list all relevant dates, places, states and names on the lines provided below. Attach additional information if necessary.

I hereby certify that the information provided on this application is true and complete to the best of my knowledge.

X

Signature of Applicant (Selling Agent)

Date

As part of the procedure for processing this application for credentialing with HealthPass, an investigative report may be made. Such a report will be confidential and will be used for purposes of evaluating the applicant's qualification to become credentialed. You may have the right to request, in writing and within a reasonable period of time, a complete and accurate disclosure of additional information concerning the nature and scope of such investigation or report.

I hereby request the credentialing of the above applicant.

X

Authorized Signature of General Agent

Date

G. Mandatory Direct Deposit

I hereby authorize HealthPass to initiate direct deposit to my bank for my monthly compensation payments. If I make changes to my banking arrangements, I understand that I must notify HealthPass to effect the changes for payment collection. All changes must be reported 20 days prior to the effective date of the change. _____

initials

Please check one - <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	
Bank Name	_____
Routing Number/ABA Number	_____
Account Number	_____
Please attach a voided check for direct deposit.	

NOTE: The Selling Agent Application must be completed and provided with a copy of your current State of New York Department of Financial Services - Life, Accident & Health License, Credentialed Agent Agreement, Business Associates Agreement, W9, and voided check to your General Agent or:

HealthPass Licensing Department

112 W 34th Street, 18th Floor

New York, NY 10120

or email sales@healthpassny.com

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective _____, 202__ (“Effective Date”), is entered into by and between by and between NEW YORK HEALTH PURCHASING ALLIANCE, INC and the HEALTHPASS INSURANCE TRUST, (collectively, “Covered Entity”) both with offices located at 112 West 34th Street, 18th Floor, New York, New York 10120, and [Credentialed Agent]_____ (the “Business Associate”), with an address at _____ (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy and security of individually identifiable health information obtained, created or maintained by certain entities, including health plans (the “HIPAA Privacy Rule” and the “HIPAA Security Rule”, respectively); and

WHEREAS, the HIPAA Privacy Rule requires that the Covered Entity enter into this Agreement with the Business Associate in order to protect the privacy of individually identifiable health information maintained by the Covered Entity and/or created or received by the Business Associate on behalf of the Covered Entity (“Protected Health Information,” or PHI”); and

WHEREAS, the Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to the Covered Entity pursuant to either an existing or contemporaneously executed agreement for brokerage services (“Credentialed Agent Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the Parties agree as follows:

1. Business Associate Activities

1.1 Business Associate warrants that it, its agents and its subcontractors shall only use or disclose PHI in connection with fulfilling its duties and obligations under this Agreement and the Credentialed Agent Agreement. Business Associate may also use and disclose PHI as described by this Section 1.

1.2. Business Associate may use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

1.3. Business Associate may disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate. The Business Associate warrants and represents to the Covered Entity that unless such disclosure is required by law, (ii) the Business Associate will obtain reasonable written assurances from any person or entity to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Privacy Rule and other applicable laws, and that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

1.4. Business Associate may aggregate the Covered Entity's PHI in the Business Associate's possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the HIPAA Privacy Rule. The Business Associate will not disclose the PHI obtained from the Covered Entity to another covered entity absent written authorization from the Covered Entity.

1.5. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that the Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

2. Business Associate Covenants

The Business Associate covenants to:

2.1. use or further disclose the minimum necessary PHI in performing the activities called for under the Credentialed Agent Agreement and/or under this Agreement;

2.2. not to use or further disclose PHI except as permitted under this Agreement, the HIPAA Privacy Rule and the HIPAA Security Rule, and applicable State law, each as amended from time to time;

2.3. use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;

2.4. obtain and maintain, with any subcontractors or agents to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, a written agreement, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions and conditions that apply to the Business Associate

with respect to such information;

2.5. comply with the Covered Entity policies and procedures with respect to access and use of the Covered Entity's equipment and facilities;

3. Business Associate Reporting Obligations

3.1 Breaches

- 3.1.1 In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity as soon as practicable, but in no event later than five (5) business days after the date the Breach is discovered.
- 3.1.2 Notice of a Breach shall include, at a minimum: (i) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known, and the date of discovery of the Breach; (iii) the scope of the Breach; and (iv) the Business Associate's response to the Breach.
- 3.1.3 In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach known to Business Associate.

3.2 Improper Disclosures

- 3.2.1 Business Associate shall track all disclosures of Protected Health Information to third parties, including those made to subcontractors and agents, other than those disclosures that meet the exception criteria of 45 CFR Section 164.528.
- 3.2.2 In the event of any use or disclosure of PHI that is improper under this Agreement but does not constitute a Breach, Business Associate shall report such use or disclosure to Covered Entity within ten (10) business days after the date on which Business Associate becomes aware of such use or disclosure.

3.3 Security Incidents

- 3.3.1 In the event of any successful Security Incident, Business Associate shall report such Security Incident in writing to Covered Entity within three (3) business days of the date on which Business Associate becomes aware of such Security Incident.
- 3.3.2 As reasonably appropriate, Business Associate shall advise Covered Entity of measures Business Associate will be taking to mitigate harm from such Security Incident and to prevent similar future incidents.

4. Covered Entity Covenants

The Covered Entity covenants to notify the Business Associate of material limitations to the consents or authorizations as have been obtained by the Covered Entity from individuals and any other restrictions on the use or disclosure of PHI as agreed to by the Covered Entity.

5. Access to PHI

Within five (5) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule, the Business Associate shall make available to the Covered Entity, or, at the request of Covered Entity, the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5) days, forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.

6. Amendment of PHI

Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, the Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that the Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended. The obligation in this Section 6 shall apply only for so long as the PHI is maintained by the Business Associate in a Designated Record Set.

7. Accounting for Disclosures of PHI

Within thirty (30) days of notice by the Covered Entity to the Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, the Business Associate shall make available to the Covered Entity such information as is in the Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall implement an effective record keeping system to enable it to comply with this Section 7.

8. Access to Books and Records Regarding PHI

The Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate

on behalf of, the Covered Entity available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Covered Entity's or the Business Associate's compliance with applicable law.

9. Disposition of PHI Upon Termination

The Business Associate will, at termination or expiration of the Credentialed Agent Agreement, if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity which the Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify the Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

10. Independent Contractor Relationship

No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between the Covered Entity and the Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. None of the Parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other.

11. Term

This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Credentialed Agent Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with this Section, destroyed or returned to Covered Entity or, if Business Associate determines that it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of this Agreement.

12. Termination

12.1. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement, any affected provision(s) of the Credentialed Agent Agreement or the Credentialed Agent Agreement in its entirety, and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of the Covered Entity, the Covered Entity may choose to provide the Business Associate with written notice of the existence of the breach and provide the Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, the Business Associate shall cure said breach to the satisfaction of the Covered Entity within an additional fifteen (15) days. In the

event that said breach is not cured, Covered Entity shall immediately terminate this Agreement and any affected provision(s) of the Credentialed Agent Agreement. 12.2. Termination by the Business Associate. If the Business Associate determines that the Covered Entity has breached a material term of this Agreement, then the Business Associate shall provide the Covered Entity with written notice of the existence of the breach and shall provide the Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this (30) day period, the Covered Entity shall cure said breach to the satisfaction of the Business Associate within an additional fifteen (15) days. In the event that said breach is not cured, Business Associate shall immediately terminate this Agreement and any affected provision(s) of the Credentialed Agent Agreement. 13. Effect of Termination

Upon termination of this Agreement, the Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy all PHI, the Business Associate will notify the Covered Entity in writing. Such notification shall include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reason for such determination. The Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

13. Amendments; Waiver

This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

Notwithstanding the foregoing, this Agreement shall be deemed amended to comply with HIPAA in the event of a change in the law, regulation or interpretation, and the Parties agree that they shall negotiate and execute an amendment to this Agreement as soon as reasonably practicable following notification of such change in law.

14. No Third-Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything

herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person.

15. Attorney Client Privilege.

Nothing herein contained shall be construed to modify, impair or diminish either Party's attorney client privilege.

16. Notices

Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage prepaid and return receipt requested, to the following:

Covered Entity:

New York Health Purchasing Alliance

112 West 34th Street, 18th Floor

New York, New York 10120

Attn: Privacy Official

Business Associate:

Attn: _____

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

17. Interpretation

In the event of a dispute as to the meaning of any provision hereof, the Parties acknowledge and agree that it shall be interpreted so as to allow the Covered Entity to be in compliance with the requirements of HIPAA.

18. Conflicts

In the event of a conflict between this Agreement and the Credentialed Agent Agreement, the terms of this Agreement shall control.

19. Counterparts; Facsimiles

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

20. Disputes

If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

21. Indemnification

Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Business Associate's performance under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

(Credentialed Agent)

Name: _____

By _____
(Title)

SSN/TIN: _____

Date: _____

NEW YORK HEALTH PURCHASING
ALLIANCE INC.

By _____
Vincent C. Ashton, President & CEO

Date: _____

HEALTHPASS INSURANCE TRUST

By _____
Vincent C. Ashton, Trustee

Date: _____

HEALTHPASS INSURANCE TRUST
CREDENTIALLED AGENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____ 202__ by and between the **HEALTHPASS INSURANCE TRUST, ("Trust")** with offices located at 112 West 34th Street, 18th Floor, New York, New York 10120, and the person or entity named on the signature page hereof ("**Credentialed Agent**"). Trust and Credentialed Agent may hereafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, Credentialed Agent is licensed by the New York State Department of Financial Services as a life, accident and health insurance agent, and is engaged in the business of selling and marketing insurance policies under the laws of the State of New York; and

WHEREAS, Trust was created to comply with Section 4235(c)(1)(D) of the New York Insurance Law and has contracted with several health maintenance organizations, insurers and/or benefit service corporations ("**Payors**") to offer their programs ("**Products**") to the eligible employees of Participating Employers; Trust is managed by the New York Health Purchasing Alliance, Inc. ("**Alliance**"); and

WHEREAS, Trust desires to engage the services of Credentialed Agent to assist Trust in connection with the distribution of the Products as more fully set forth in this Agreement; and

WHEREAS, Credentialed Agent desires to accept the engagement by Trust to provide such services in connection with the Products.

NOW, THEREFORE, for and in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

DEFINITIONS

"New Business" means those Participation Agreements entered into by Trust and Participating Employer(s) each calendar year through the efforts of Credentialed Agent where the effective date of the Participation Agreement is on or after the effective date of this Agreement and any renewal thereof and the employer was not a Participating Employer prior to the date of the Participation Agreement arranged by Credentialed Agent.

"Participating Employer" means an employer that has entered into a Participation Agreement with Trust for the benefit of its employees.

“Participation Agreement” means the agreement between a Participating Employer and Trust pursuant to which a Participating Employer will offer some or all of the Products to eligible employees and their eligible dependents.

“Payor Appointment” means the appointment as an agent or broker by a Payor.

“Products” means the various HMO, point-of-service, preferred provider, exclusive provider, dental, vision or other health, life, disability benefit plans or other benefit plans or services that are, or may be, offered by Trust to Participating Employers pursuant to which Payors will provide healthcare coverage or other services to the eligible Participating Employer employees who elect to participate thereunder (**“Enrollees”**).

I. PRODUCER PROVISIONS

A. Market

To the extent allowed by law, Trust hereby appoints and authorizes Credentialed Agent to solicit purchasers for the Products. Credentialed Agent will market the Products to employer groups that meet the eligibility requirements of Trust.

Any and all marketing materials including solicitation emails, letters, brochures, magazine or news articles concerning the Products prepared by Credentialed Agent shall be approved in writing by Trust before such materials are distributed. Unless otherwise agreed to by the Parties, the costs of preparation and distribution of such materials shall be borne by the Party preparing them.

Credentialed Agent shall not employ or make use of any advertisement or material in which Trust’s, Alliance’s or Payors’ names and/or corporate symbols are contained without the prior express written consent of Alliance and Payors.

Credentialed Agent shall comply with all of Trust’s lawful rules and/or regulations and/or requirements.

Credentialed Agent shall not make any representations with respect to Products except as may be contained in the written materials approved by or prepared and furnished by Trust, and shall make no oral or written alteration, modification or waiver of any of the terms or conditions applicable to the Products.

Credentialed Agent acknowledges and agrees that it has no authority to offer a Participation Agreement to any employer on behalf of Trust without the prior approval of Trust.

Credentialed Agent acknowledges and agrees that it has no authority to sign any contract on behalf of Trust. Approval will arise, if at all, from eligibility and other criteria established solely by Trust and Payors.

Trust, Alliance and Payors shall not be liable for any compensation, expenses, costs or damages resulting from their failure or refusal to accept a potential Participating Employer solicited by Credentialed Agent irrespective of the reason or cause for such failure or refusal.

Credentialed Agent agrees to maintain all documents, records and other information concerning its arrangements with Participating Employers and eligible employees in accordance with applicable law and standards within the healthcare insurance industry and at a minimum of six (6) years following the termination of this Agreement and to make such documents, records and information available to Trust and Payors on request. This provision shall survive the termination of this Agreement.

B. Compensation

Trust shall pay Credentialed Agents monthly compensation as a result of their efforts to issue New Business through Trust, and on renewals thereof, in accordance with the terms and conditions set forth in this Agreement. Compensation is subject to any applicable commission, bonus or other compensation schedule or information (as determined solely by Trust) that may be made available by Trust from time to time or upon request. Credentialed Agents must remain duly licensed and maintain all required Payor Appointments and meet all other requirements set forth in this Agreement to be eligible to receive compensation.

Compensation will be paid only on Participating Employer group invoices that are paid in full, received by Trust, and which clear an invoice cycle. For up to sixty (60) days, adjustments will be made in subsequent months to reconcile any underpayment or overpayment of Credentialed Agent demonstrated by information received subsequent to the calculation of a month's compensation or any errors in calculating compensation.

Trust will not pay compensation to Credentialed Agents who (i) have not maintained their New York State life, accident and health insurance licenses, (ii) have not kept their appointments current with Payors, or (iii) have not provided renewal information to Trust or (iv) have a cancelled New York State license.

In the event that a Participating Employer Agreement is terminated by the Employer or by Trust, no future compensation will be payable by Trust under this Agreement with respect to the portion of the coverage which was terminated unless the Participating Employer enters into a new Participation Agreement through the efforts of Credentialed Agent.

Trust shall change the Broker of Record on an existing account and pay compensation to a Credentialed Agent on previously placed Trust business provided that Trust receives a Broker of Record Letter from the Participating Employer which identifies Credentialed Agent as the new Broker of Record for

the Participating Employer. Trust shall pay compensation commencing on the first day of the month following Trust's receipt of the Participating Employer's designation of Credentialed Agent as the Broker of Record.

Trust shall have the right to discontinue providing or to alter the benefits provided under the Participation Agreement executed by a Participating Employer and Trust in accordance with the terms of such Participation Agreement. If Trust terminates, rescinds, or otherwise cancels its Participation Agreement with a Participating Employer and returns payments, Credentialed Agent agrees to repay to Trust the amount of compensation that it has received based upon the returned payments. If Credentialed Agent does not make that repayment within thirty (30) days written notice of returned payment, Trust shall have the right to: (i) offset the amount to be refunded against any future compensation due under this Agreement; and/or (ii) terminate this Agreement, effective immediately; and/or (iii) invoice the Credentialed Agent the amount to be refunded.

No compensation shall be payable under this Agreement on any interest earned or due on any unpaid premium charges, late fees, reinstatement fees or other fees that Trust may charge Participating Employers.

Trust may, at its discretion, place compensation of Credentialed Agent on hold, if, based on Credentialed Agent's information on file with the Trust, Credentialed Agent no longer complies with the terms of this Agreement. Credentialed Agent agrees to forfeit any compensation placed on hold, if the cause of such hold has not been resolved within two (2) months of the hold's effective date, as indicated on a hold notification letter.

Adjustments to Compensation

(a) Each party agrees to promptly notify the other upon becoming aware of an incorrect payment amount. Subject to subsections (b) and (c) below, Credentialed Agent agrees to promptly remit to Trust any amounts overpaid pursuant to this Agreement.

(b) Trust may correct an overpayment error by notifying Credentialed Agent of the error and asking for repayment. At its sole option Trust may instead recover overpayments from Credentialed Agent by offsetting the overpayment against future compensation and notifying Credentialed Agent of the offset and the reason for it.

(c) Trust will not adjust any incorrect payments to Credentialed Agent except for payments made within ninety (90) days prior to the date of adjustment. In this regard, neither Credentialed Agent nor Trust may assert a claim against the other relating to an incorrect payment amount under the terms of this Agreement unless such claim is made (and the resulting adjustment is commenced) within six (6) months of the date of said incorrect payment.

(d) If full repayment is not promptly made, Trust will invoice Credentialed Agent for any unrecovered payments and may refer Credentialed Agent to collections thereafter. If Trust incurs any costs in collecting reimbursement of an overpayment from Credentialed Agent, including but not limited to collection

agency and attorney fees but not including the costs of offsetting future payments, Credentialed Agent will pay Trust's costs, as applicable.

(e) Notwithstanding anything in this Agreement or any compensation schedule to the contrary, Trust will not pay any amount to Credentialed Agent that exceeds a maximum prescribed by any applicable law.

C. Reports and Audits

Each party agrees to allow the other party to audit all relevant books and records upon reasonable notice and during regular business hours. Each party is solely responsible for its own expenses in connection with conducting the audit.

Each Party shall make available to the other Party upon request, and permit such Party to copy, all relevant files and business records in connection with this Agreement, the Products, and sales activities undertaken pursuant to this Agreement.

D. Licenses, Appointments and Taxes

Credentialed Agent shall maintain its New York State life, accident and health insurance agent or broker licenses and Payor Appointments by each Payor during the term of this Agreement. Credentialed Agent shall notify Trust immediately if it suffers termination, suspension or expiration of its license to engage in the health insurance business within the State of New York or of any of its appointments.

Credentialed Agent, including its agents and employees, is an independent contractor and shall not be deemed an employee of Trust. Credentialed Agent is responsible for payment of all withholding and similar taxes, and for the provision of all statutory benefits (such as, but not limited to Worker's Compensation) for Credentialed Agent and its agents and employees, if any. Neither Credentialed Agent nor its agents and employees shall represent in any manner that they are employees of Trust or Trust's manager, the Alliance.

E. Miscellaneous

Trust and Credentialed Agent shall comply with all federal, state and local laws and regulations applicable to their respective businesses. Credentialed Agent shall comply with Trust's policies, procedures, rules and regulations which have been furnished to Credentialed Agent in performing its obligations hereunder.

All printed materials, applications, sales literature and other written material which Trust may furnish to Credentialed Agent shall remain the property of Trust,

subject at all times to its control, and Credentialed Agent shall return all such materials to Trust immediately upon request.

During the term of this Agreement and at all times thereafter Credentialed Agent shall not, directly or indirectly, disclose to any person or entity any confidential information which it has obtained by reason of its association with Trust about the business of Trust, Alliance or Participating Employers covered through Trust, nor shall Credentialed Agent use such information in any way that may adversely affect Trust or Alliance.

Credentialed Agent hereby represents and warrants to Trust as follows:

- (i) There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Credentialed Agent's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
- (ii) Credentialed Agent will comply with all applicable statutory and regulatory requirements, including but without limitation, licenses, certificates and permits required by the State of New York during the term of this Agreement. Credentialed Agent shall notify Trust of any loss or suspension of its license. Credentialed Agent shall immediately on learning thereof, notify Trust of any criminal, civil or administrative action involving Credentialed Agent.
- (iii) Credentialed Agent hereby warrants and represents that: (i) it has never suffered any loss, suspension or termination of any license issued by a federal, state or local government authority in connection with the sale of any type of health insurance; and (ii) has never suffered suspension or termination of the right to represent an insurance company for cause other than normal expiration of an agreement.

Trust hereby represents and warrants to Credentialed Agent as follows:

- (iv) There is no restriction or limitation, by reason of any law, regulation, contract, agreement or otherwise, upon Trust's right or ability to enter into this Agreement or to fulfill its obligations hereunder.
- (v) Trust is in compliance with and will continue to comply with all applicable statutory and regulatory requirements related to its business, including but without limitation, licenses, certificates and permits required by the State of New York.

F. Insurance

Credentialed Agent shall maintain, at a minimum, errors and omissions insurance during the term of this Agreement in the amount that is standard and adequate for Credentialed Agent's business and agreed upon by Payors. Credentialed Agent warrants to Trust that such coverage is in force at the time of the execution hereof, and shall provide evidence from time to time upon Trust's request. Credentialed Agent shall notify Trust immediately upon notice that such insurance is or will be reduced, modified, canceled or terminated.

GENERAL PROVISIONS

G. Term and Termination

The term of this Agreement shall be one year, commencing on the date set forth on the first page hereof. Unless sooner terminated in accordance with the provisions set forth below, this Agreement shall automatically renew for successive one-year term(s).

This Agreement may be terminated:

- (i) by either Party, at anytime, without cause, upon sixty (60) days written notice;
- (ii) by either Party on thirty (30) days written notice upon the failure of either Party to comply with any material term, condition or obligation of this Agreement and the failure of such Party to undertake substantial efforts to remedy the default within fifteen (15) days after the non-defaulting Party shall have given written notice thereof to the non-performing Party, or such other longer period of time as in the opinion of the non-defaulting Party shall be reasonable under the circumstances;
- (iii) by either Party immediately upon determination by a court of law or administrative body having jurisdiction over one or both of the Parties, that the performance of obligations or the exercise of rights hereunder is illegal, or violates any law or regulation which may be enacted subsequent to the date hereof, or any interpretation of any existing law or regulation, or violates any existing agreement with a third party or any rule or guideline promulgated pursuant to such agreement, and such disability results in a material adverse effect on the Agreement. No such right to terminate this Agreement shall arise unless and until the Party desiring such termination shall make all reasonable efforts to cure the illegality or violation in question and to suggest reasonable and appropriate amendments or

modifications to this Agreement so as to permit performance hereunder without effecting the illegality or violation in question;

- (iv) by either Party immediately upon written notice, if the other Party is unable to pay its debts, files or has filed against it a petition in bankruptcy, commences or has commenced against it any other insolvency proceedings which are not dismissed within forty-five (45) days or seeks reorganization or an arrangement with creditors;
- (v) By the Trust immediately upon a change of ownership and control of Credentialed Agent or a merger of Credentialed Agent with any other entity; or
- (vi) No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or a breach of any other provision of this Agreement.

Termination of this Agreement shall in no way affect the terms and conditions of any Participating Agreement issued during the term of this Agreement.

Neither Party shall incur any liability to the other by reason of the expiration or termination of this Agreement or its non-renewal, provided, however, that the termination of this Agreement for any reason shall not terminate any rights, obligations or liabilities which either Party may accrue prior to such termination which, under the terms of this Agreement, continue after such termination.

At Trust's request, after termination, Credentialed Agent agrees to continue to provide administrative and account support services until such time as Trust, or its designee, assumes the administrative and account support services responsibilities. Credentialed Agent further agrees that it shall cooperate with Trust to assure an orderly transition of administrative and account support services to Trust or its designee.

On the effective date of any termination, compensation to the Credentialed Agent shall cease.

H. Indemnification

Credentialed Agent shall indemnify, defend and hold Trust, Alliance, its administrative agent and Payors and their directors, officers, employees, agents and affiliated companies harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services rendered hereunder by Credentialed Agent, its officers, directors, employees, and independent contractors, or any omission with respect to such services; (ii) any unauthorized warranties made by Credentialed Agent, its officers, directors, employees or independent contractors with respect to the Products, whether express or implied; (iii) any breach by Credentialed Agent, its

officers, directors, employees or independent contractors of its agreements, obligations, representations and warranties hereunder; and (iv) any violation by Credentialed Agent, its officers, directors, employees or independent contractors of federal, state or local laws or regulations or other requirements. This section shall survive termination of the agreement.

Trust shall indemnify, defend and hold Credentialed Agent and its directors, officers, employees, and agents harmless from and against any and all claims, suits, demands, liabilities, costs, damages and expenses whatsoever, including reasonable attorney's fees, arising from or related in any way to: (i) any and all services rendered hereunder by Trust, its officers, directors, employees, and independent contractors, or any omission with respect to such services; (ii) any unauthorized warranties made by Trust, its officers, directors, employees or independent contractors with respect to the Products, whether express or implied; (iii) any breach by Trust, its officers, directors, employees or independent contractors of its agreements, obligations, representations and warranties hereunder; and (iv) any violation by Trust, its officers, directors, employees or independent contractors of federal, state or local laws or regulations or other requirements.

This section shall survive termination of the agreement.

I. Intellectual Property

In no event shall either Party use the name, trademark, service mark, logo and other proprietary designation of the other in any way without the prior written consent of the other Party, nor shall Credentialed Agent use the name, trademark, service mark, logo or other proprietary designation of Alliance in any way without the prior written consent of Alliance.

Each Party agrees to submit to the other, for its prior written approval, all materials in connection with the subject matter of this Agreement which name or refer to the other, its products or use its symbol, trademarks or service marks; additionally, Credentialed Agent shall submit to Alliance, for its prior written approval, any materials with name or refer to Alliance, its symbols, trademarks or service marks.

Upon termination of this Agreement, Trust and Credentialed Agent shall cease to use one another's name, symbol, trademarks, service marks and/or any other proprietary designation in any of their activities in connection with this Agreement and each shall promptly return to the other all internal documents, materials and items furnished in connection with this Agreement, with the exception of records which must be maintained pursuant to law or regulation. Additionally, Credentialed Agent shall cease to the Alliance's name, symbol, trademarks, service marks and shall return to Alliance all internal documents, materials and items furnished by Alliance in furtherance of this Agreement.

J. Confidentiality; Proprietary Information

In performing its obligations pursuant to this Agreement, each Party may have access and receive certain non-public information about the other and its affiliates (including Alliance) including, not limited to, product marketing philosophy, telemarketing design and service, product advantages and disadvantages, financial, demographic and actuarial information, eligibility guidelines, internal policies concerning enrollment, billing and other information and/or proprietary materials which are considered confidential or proprietary to the disclosing Party. This section is not intended to grant the parties rights to confidential information, but to circumscribe the use that the parties may make of any information to which they have access. Additionally, Credentialed Agent may have access to or receive confidential information about Enrollees. All such information shall also be considered to be confidential by Credentialed Agent and shall not be disclosed to entities or persons not a party to this Agreement unless required by law.

Each Party hereto agrees to and shall maintain the confidentiality of all such confidential and/or proprietary information and shall not disclose the same to any third party, except as may be required by law or court order, and shall not use such confidential and/or proprietary information for any reason other than the fulfillment of its obligation hereunder, for the term of the Agreement and thereafter.

Each Party shall retain all ownership rights to its confidential and/or proprietary information.

Each Party recognizes that any breach or violation of this section may result in irreparable harm to the non-breaching party; each Party agrees that, in addition to any and all other remedies available, the non-breaching party shall be entitled to an injunction restraining the breaching party and any related person(s) from violating this section.

K. Solicitation of Employees

Each Party agrees that during the term of this Agreement, including any renewals, and for a period of one (1) year following the termination of the Agreement, it will not employ or contract with any individual who has been employed by or affiliated with the other Party, including the employees or affiliates of Trust's manager, Alliance, within the preceding twelve (12) months, without the prior written consent of that party.

L. Notices

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent via telecopy, overnight courier or certified mail, return receipt requested:

to Trust to its Manager:

HEALTHPASS INSURANCE TRUST

112 West 34th Street, 18th Floor

New York, New York 10120

Attn: Trustee

to Credentialed Agent: address shown on the signature page

Notice shall be effective in the case of telecopy, when sent; overnight courier service, the day delivered; and certified mail, seven (7) days after letter is deposited, postage prepaid, in a United States post office depository.

M. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. In the event that one or more of the provisions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. This Agreement shall automatically be deemed amended to comply with all applicable laws and regulations.

N. Assignment

Trust has delegated some of its responsibilities hereunder to a chosen administrative agent and to Alliance. Trust reserves the right to assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests under this Agreement to a different administrative agent, entity and to Payors. Credentialed Agent may not assign, delegate, subcontract, or otherwise transfer its rights, obligations and/or interests arising under this Agreement without the prior written consent of the Trust and any attempted assignment by Credentialed Agent shall be null and void.

O. Waiver and Remedies

No failure to exercise and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies provided by law.

P. Relationship as Independent Contractors

It is understood and agreed that the Parties shall have no authority to make a representation, warranty or binding commitment on behalf of the other Party, except expressly provided in this Agreement. Trust and Credentialed Agent are independent contractors contracting with each other for the purpose of effecting

the provisions of the Agreement. Neither the relationship of the Parties nor their performance of any obligations under this Agreement shall render the Parties partners or joint venturers.

Q. Headings

The headings of sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(The balance of this page is intentionally blank.)

R. Entire Agreement, Modification, Waiver

This Agreement, and the Exhibits annexed hereto, constitute the entire agreement and understanding between and among the Parties hereto and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. Neither Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of _____, 202__.

CREDENTIALLED AGENT

HEALTHPASS INSURANCE TRUST

(SIGNATURE)

Vincent C. Ashton, Trustee

(PRINT NAME)

(DATE)

(AGENCY – IF APPLICABLE)

(STREET ADDRESS)

(CITY, STATE, ZIP)

(DATE)

EXHIBIT A

COMPENSATION

Credentialed Agent Compensation Schedule

All commissions are paid by the Trust on behalf of the Payors and partners. Compensation is payable on insurance products and services only. Fees are not eligible for compensation. Commission percentages verified as of January 1st, 2022.

Medical Products - All Medical lines of business follow the direct commission schedule set forth by the Payors. They currently are:

EmblemHealth	4%
Healthfirst	4%
Oxford	3.75%

Dental & Vision Products

Guardian	7%
Solstice	7%
UnitedHealthcare	7%

EverGuard Products (bundled Term Life, AD&D and LTD)

Guardian	13%
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Accident Product

Guardian	7%
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ID Theft Products

Allstate Identity Protection	10%
LifeLock	10%

Pet Product

Total Pet Plan	8%
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Changes of Compensation

The above compensation schedule is subject to a prospective change at any time, unless otherwise required by state or federal law or regulators or by a Payor.

Additional Fee Program(s)

The Trust, on its own or in conjunction with the Payors and partners, may institute additional fee programs to compensate agents for services performed above and beyond sales. Any such program may be modified, suspended or withdrawn at any time.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.