



Please fill out completely. Be sure to verify all information and print legibly.  
Please return this form via fax: 509-340-3514 or email: join@modusmortgage.com

**LOAN OFFICER INFORMATION PAGE**

NAME: \_\_\_\_\_

NICKNAME (Optional): \_\_\_\_\_ DOB: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

ADDITIONAL LANGUAGES SPOKEN: \_\_\_\_\_

EMERGENCY CONTACT (Name & Phone #): \_\_\_\_\_

**LICENSING INFORMATION**

STATE(S): \_\_\_\_\_

NMLS #: \_\_\_\_\_ EXP DATE: \_\_\_\_\_

DRIVERS LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

SPECIALTY PRODUCTS: \_\_\_\_\_

PRIMARY CITIES SERVED: \_\_\_\_\_

HOURS YOU ESTIMATE YOU'LL BE WORKING PER MONTH: \_\_\_\_\_

HOW DID YOU HEAR ABOUT MODUS MORTGAGE: \_\_\_\_\_

REFERRED BY: \_\_\_\_\_

IMPORTANT ONBOARDING INSTRUCTIONS: \_\_\_\_\_

WHAT DO YOU LIKE TO DO FOR FUN: \_\_\_\_\_

Loan Officer Initials: \_\_\_\_\_  
(Rev. 1-2023)





# Independent Mortgage Loan Originator Agreement

WASHINGTON, OREGON, IDAHO, MONTANA, ALABAMA, FLORIDA, UTAH, OKLAHOMA

THIS INDEPENDENT MORTGAGE LOAN ORIGINATOR AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as the "Effective Date"), by and between Modus Mortgage, LLC, a division of Kelly Right International, Inc., NMLS # 1028232 (hereinafter referred to as "Modus"), and \_\_\_\_\_, a licensed Mortgage Loan Originator, NMLS# \_\_\_\_\_, an independent contractor (hereinafter referred to as "MLO" and, together with Modus, as the "Parties").

## RECITALS

**WHEREAS**, Modus is a licensed mortgage broker headquartered at 140 S. Arthur Suite #600, Spokane, Washington engaged in the mortgage services business (hereinafter referred to as the "Business");

**WHEREAS**, Modus desires to contract MLO to perform certain mortgage origination services for Modus in connection with the Business (hereinafter collectively referred to as the "Services") upon the terms and subject to the conditions set forth below and MLO acknowledges and agrees that Modus would not contract MLO but for MLO's agreement to enter this Agreement;

**WHEREAS**, the Parties desire to memorialize their agreement with respect to the terms and conditions of MLO's contract to perform the Services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **LICENSES:** Modus is a licensed mortgage broker in the following states: Washington, Oregon, Idaho, Montana, Alabama, Florida, Utah, or Oklahoma. MLO is a licensed mortgage loan originator in the following state(s): \_\_\_\_\_.

2. **INDEPENDENT CONTRACTOR NOT AN EMPLOYEE:** MLO acknowledges and agrees that he or she is not an employee of Modus and has no claim under this Agreement for any employee benefits. Modus does not provide any of the following benefits to MLO: health insurance, life insurance, vacation, sick leave, social security, worker's compensation, unemployment, disability or retirement benefits. MLO acknowledges and agrees that Modus shall neither have nor exercise any control or direction over the methods or manner by which MLO performs the Services, Modus shall not set nor have the right to set the specific working hours of MLO, and MLO shall not be subject to any policies or procedures applicable to Modus, except those required for Modus to be in compliance with governmental laws and regulations and those determined by Modus to be required to ensure the safety and well-being of Modus' employees and Modus' Customers. Notwithstanding the preceding sentence, MLO shall notify Modus of any time periods during the term of the Agreement that he or she is not available to perform the Services. MLO acknowledges and agrees that the independent contractor status of MLO is based on the fact that MLO will generally have discretion over such matters as the manner in which MLO will perform the Services, the hours of the

Loan Officer Initials: \_\_\_\_\_  
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day and the days of the week when MLO will perform the Services, and the approaches and techniques MLO will use to perform the Services. Modus will, however, maintain discretion and control over the results of the Services performed by MLO. Remuneration paid to MLO will be directly related to sales or other output rather than to salary or the number of hours worked. MLO agrees to comply with Modus' directions and procedures in this regard.

3. **MLO'S TAXES:** MLO is classified as a contract laborer under the U.S. Tax Codes and all income from Modus to MLO shall be reported on a Form 1099. MLO acknowledges that he or she will receive an IRS 1099 statement and related tax statements and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable federal and state law and is responsible for consulting with his or her own tax advisor on the effect of the 1099 (hereinafter referred to as the "Tax Liability"). MLO hereby promises and agrees to indemnify Modus for any damages or expenses, including attorney's fees, court costs, and other legal expenses, incurred by Modus as a result of MLO's failure to make payments for Tax Liability. Modus shall pay any applicable State, County and/or City Business & Occupation Taxes on the entire commission, and the amount of such tax shall be deducted from the commission prior to payment to MLO. MLO agrees to promptly update Modus of any address change to deliver the 1099 and any other important documents. MLO acknowledges that he or she is responsible for filing and paying ALL federal, state and local applicable taxes and obligations including but not limited to: individual and matching Social Security and Medicare taxes, self-employment tax, federal withholding tax, federal unemployment tax, state unemployment tax, state income tax (if applicable), any quarterly tax payments, and any originator licensing fees. MLO acknowledges that failure to pay applicable taxes could result in federal, state and local fines, penalties, levies, garnishments and judgments. MLO acknowledges that he or she is responsible for tracking, monitoring, and claiming any and all expenses that are deemed to qualify as business expenses pursuant to IRS, state and local guidelines. Modus recommends MLO consult with his or her own tax advisor.

4. **COMPENSATION ELIGIBILITY:** Modus will pay such compensation to MLO and MLO will pay such expenses to Modus as set forth in the Modus Compensation Agreement entered into by the Parties as of the date of this Agreement, as such Modus Compensation Agreement may be amended from time to time. To be eligible for compensation, MLO must fully comply with RESPA, TILA, TRID, HOEPA, the Fair Housing Act, and ECOA. Additionally, MLO must comply with all state and federal regulations as they apply to residential mortgages in the applicable state(s). MLO agrees to submit all loans to Modus' in house processing to conduct a full review. MLO understand that he or she will not be compensated for any funded transactions for which MLO failed to follow acceptable professional and industry standards, for any loans that fail a quality control review/audit, or for any loans found to contain fraud or misrepresentation. Modus reports loan fraud to federal, state and local authorities and will prosecute offenders to the fullest extent of the law. The Parties agree that Modus shall retain the right to, in its sole discretion, clawback compensation when a loan originated by MLO results in an early payoff, payment default, or lender/investor recapture. MLO agrees that Modus may, in its sole discretion, immediately clawback compensation via ACH direct debit or use the right of setoff against future or contemporaneous compensation. Funded wholesale MLO transactions, that satisfy compensation eligibility, will be considered "complete" and subject to MLO payment upon Modus' receipt of the funds. When file is complete, compliant, and clean, Modus will compensate MLO within 48 hours via wire transfer directly to MLO's account. MLO agrees not to deliver or accept funds on behalf of Modus. Failure to abide by this policy will result in compensation forfeiture.

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(Rev. 1-2023)



844-MODUS11  
modusmortgage.com  
NMLS# 1028232



5. **LOAN PROCESSING:** MLO agrees to exclusively use Modus' in house processing. MLO agrees to provide a 3.2 file or access to Loan Origination System (LOS). MLO is responsible for his or her LOS system. MLO acknowledges that resources are available in the MLO portal on Modus' website. MLO acknowledges that he or she is strictly prohibited from ordering/requesting/receiving loan verifications. Modus' processors shall directly send, receive, and validate any and all loan verifications. Failure to follow these policies may result in forfeiture of compensation on funded transactions.

6. **FEES AND EXPENSES:** Expenses include but are not limited to the Modus monthly fee, transaction fee, processing fee, credit report fees, correspondent admin. fee, courier and delivery fees, automated underwriting fees, software and website expenses, and any other expenses not paid from the proceeds of a funded loan transaction. Loan expenses also include those paid by Modus on behalf of MLO and will be deducted from compensation. All business-related expenses shall be the responsibility of the MLO. MLO is responsible for supplying his or her workspace, hardware, software, professional tools, equipment, materials and supplies, and all other business related necessities. MLO may originate loans 'virtually' utilizing technology including email, internet, telephone/VOIP, courier and fax as necessary in compliance with Modus and state guidelines. MLO will not receive any pro-rata refund of any dues or fees paid to Modus for services.

7. **LOAN ORIGATION:** According to state and federal compliance regulations, MLO must subscribe to a compliant origination software and may elect to use Modus' recommended origination platform. MLO is responsible for all loan origination related expenses including but not limited to credit reports, automated underwriting, and verifications.

8. **GENERAL:** MLO agrees to comply with all applicable state regulations, including regulations pertaining to where a MLO is permitted to meet prospective clients and borrowers. Modus does not require or insure MLO to travel, set a work schedule, or to set or achieve any production or sales goals. MLO is free to determine the means and manner necessary to accomplish their desired goals.

9. **AFFILIATION:** MLO acknowledges this relationship with Modus is as an independent contractor to originate loans to a multitude of wholesale and/or correspondent lenders affiliated with Modus and of MLO's choosing. MLO acknowledges receipt, review and understanding of the Modus Independent Mortgage Loan Originator Agreement and access to the MLO portal on the Modus website. It is expressly acknowledged by Modus and MLO that the sole purpose of this document is to set forth the agreement between them for independent contractor affiliation. MLO affiliation is on a per transaction basis and Modus may revoke the affiliation in the event MLO violates any federal or state residential loan origination laws and regulations or fails to maintain industry standards of professionalism as outlined by the National Association of Mortgage Brokers (NAMB) and the respective state mortgage professional associations. MLO is responsible for maintaining good standing with the Nationwide Mortgage Licensing System (NMLS).

10. **TERMINATION:** MLO must notify Modus in writing at least fifteen (15) days prior to terminating affiliation with Modus and moving his or her license to another broker. Subject to such notice, MLO may also transfer any existing loans to a new lender/broker with advance written approval of the borrower(s). At such time, MLO will be compensated for any loans originated by MLO that subsequently close with Modus so long as they meet the terms stipulated herein. MLO is responsible for comprehending, knowing, and operating in compliance with all state and federal mortgage finance laws.

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NMLS# 1028232



11. **ORIGINATION DISCLOSURE:** In the determination of whether payments from lenders to mortgage brokers are permissible under Section 8 of RESPA, HUD identified the following services normally performed in the origination of a loan: (a) Taking information from the borrower and filling out the application; (b) Analyzing the prospective borrower's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford; (c) Educating the prospective borrower in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product; (d) Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process; (e) Initiating/ordering VOEs (verifications of employment) and VODs (verifications of deposit); (f) Initiating/ordering requests for mortgage and other loan verifications; (g) Initiating/ordering appraisals; (h) Initiating/ordering inspections or engineering reports; (i) Providing disclosures (truth in lending, good faith estimate, others) to the borrower; (j) Assisting the borrower in understanding and clearing credit problems; (k) Maintaining regular contact with the borrower, realtors, lender, between application and closing to apprise them of the status of the application and gather any additional information as needed; (l) Ordering legal documents; (m) Determining whether the property was located in a flood zone or ordering such service; and (n) Participating in the loan closing. MLO certifies that he/she will take or assist the borrower with the application information (under item (a)); and perform at least five additional items on the list above. He/she will also present and give the borrower the opportunity to consider loan products from at least three different wholesale lenders.

12. **AGREEMENT:** This agreement and any other agreement, document or instrument attached hereto or referred to herein, contain the entire agreement between the parties and supersede all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions, and provisions of this and any such agreement, document or instrument, the terms conditions and provisions of this agreement shall prevail. The laws of the state shall govern the interpretation, the validity, performance and enforcement of this agreement. In the event any term, covenant or condition of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and enforceable to the full extent permitted by law. This agreement shall supersede any prior agreements between Modus and MLO.

13. **ARBITRATION:** All disputes, claims, or controversies arising from or relating to this agreement or the relationships which result therefrom shall be resolved by binding arbitration in Spokane County, Washington in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. MLO and Modus voluntarily and knowingly waive any right they have to a jury trial, either pursuant to arbitration or court action. The parties agree and understand that the arbitrator shall have all powers provided by law and this agreement, including authority to grant any legal and equitable remedies.

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14. **Governing Law; Jurisdiction:** Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Washington. Subject to and without waiving the arbitration clause herein, any action arising out of this agreement, or the transactions contemplated hereby may only be instituted in any state or federal court located in Spokane County, Washington. Further, each party expressly waives any objection that such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final un-appealed decision of those courts.

15. **E-SIGNATURE:** It is understood and agreed that documents hereunder may be provided by the parties or may be executed by the parties electronically, in compliance with Modus policies and procedures relating to e-signatures, the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and, if applicable, the Uniform Electronic Transactions Act (UETA) adopted by the state in which the electronic record (i.e., the contract or other record created, generated, sent, communicated, received or stored by electronic means) relating to such document or disclosure is initiated. MLO's signature below and/or the transmission of this agreement by the MLO to Modus are sufficient, independently or jointly, to serve as a binding contract on all parties, without the signature of the Modus officer below.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this agreement the day and date below.

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Mortgage Loan Originator Signature

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Date

---

Mortgage Loan Originator Printed Name

---

NMLS #



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Joseph Kelly, President, Kelly Right International, Inc.

---

Date



## Compensation Agreement

**THIS COMPENSATION AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Modus Mortgage, LLC, a division of Kelly Right International, Inc., NMLS # 1028232 (hereinafter referred to as "Modus"), and \_\_\_\_\_, a licensed Mortgage Loan Originator, NMLS# \_\_\_\_\_ (hereinafter referred to as "MLO" and, together with Modus, as the "Parties").

### RECITALS

WHEREAS, the Parties have entered into an Independent Mortgage Loan Originator Agreement (the "MLO Agreement") pursuant to which Modus contracts MLO as an independent contractor to perform specified Services, as defined in the MLO Agreement; and

**WHEREAS**, the Parties desire to memorialize their agreement with respect to compensation for the Services contracted pursuant to the MLO Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**Monthly Fee:** MLO agrees to pay Modus a monthly fee of \$79 to be deducted by ACH debit on the 10th day of each month. Failure by the MLO to pay Modus the monthly fee may result in forfeiture of compensation.

**Compensation for Funded Loans:** Modus agrees to pay MLO the commission specified under the terms of each funded loan less the transaction fees detailed below, subject to compliance with state and federal laws, the Modus Compliance Manual and the MLO Agreement.

**Transaction Fees:** MLO agrees that Modus will deduct a \$189 transaction fee and \$600 processing fee from the commission for each funded transaction.

If MLO's commission on any funded loan does not exceed the transaction and processing fees, then MLO will not receive any compensation. Compensation exceptions are permissible where they are a legitimate benefit to the borrower, unrelated to compensation and are approved in writing in advance by Modus, in Modus' sole discretion. Modus will deduct the above fees from the elected compensation applicable to each funded transaction.

\_\_\_\_\_  
Mortgage Loan Originator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mortgage Loan Originator Printed Name

\_\_\_\_\_  
NMLS #

\_\_\_\_\_  
Joseph Kelly, President, Kelly Right International, Inc.

\_\_\_\_\_  
Date





MODUS MORTGAGE AUTOMATIC BILLING PAYMENT PLAN
VISA/MASTERCARD/DEBIT CARD

Modus Mortgage direct billing program allows loan officers to choose one of two options for paying their monthly fee to Modus Mortgage: bankcard or automatic withdrawal. Loan officers may choose to participate in the automatic billing payment plan designed to minimize paperwork, while providing an easy and convenient way to pay the monthly fee directly to Modus Mortgage. The following is an explanation of the automatic credit card charge program and it enables loan officers to set up their own direct payments.

START-UP Simply complete and sign this Authorization Agreement, then return it to Modus Mortgage. Please mail the signed agreement to Modus Mortgage: 140 S. Arthur St. #600, Spokane WA 99202 or fax to 509-340-3514 or email to billing@modusmortgage.com

10th of the month: Automatic credit card charge date. If your card is declined a late fee of \$10.00 may be assessed.

5th of the month: Deadline to notify Modus Mortgage of termination of Automatic Credit Card Charge Agreement for the following month.

VISA/MASTERCARD AUTHORIZATION AGREEMENT FOR AUTOMATIC CREDIT CARD CHARGE OF MONTHLY FEE

I hereby authorize Modus Mortgage, a subsidiary of Kelly Right International, Inc. to initiate credit card charges and if necessary, adjustments for entries made in error, to my account identified below. I also authorize the credit card company named below to debit and/or credit the same to said account. I acknowledge that this automatic charge will commence next month if this form is delivered to the Modus Mortgage Billing Clerk before the 10th of this month or the month thereafter if this form is received after the 10th of this month.

LOAN OFFICER NAME (PLEASE PRINT) LOAN OFFICER EMAIL
NAME AS IT APPEARS ON CARD TYPE OF CREDIT CARD
BILLING ADDRESS: CARD NO:
EXP DATE: CVV:

I understand the amount of the withdrawal includes the Modus Mortgage monthly fee of \$79 and that the charge date is the 10th of the month. If this charge is declined by the bank, a \$10 late fee may be charged to my account. This authorization shall remain in full force and effect until the Cancellation Notice for Automatic Credit Card Charge of Fees form is submitted by me to Modus Mortgage Billing Clerk according to the terms thereon. I have the right to stop payment of a credit entry (charge) by notification to the credit card company by notification to the credit card company. In case of an erroneous entry, provided I supply notice to the credit card company within the required number of days of receiving my account statement, the credit card company must investigate and resolve the error within the time limit per my credit card agreement, but if it has not done so within 10 days my account will be credited for the amount in question while it completes the investigation. After 3 consecutive declines, I understand I will be removed from this program. It is my responsibility to notify Modus Mortgage in writing of any account number changes.

DATE SIGNATURE







# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

**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.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. 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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.