



Hello,

Thank you for your interest in joining Old Republic Title's national notary panel.

Please complete the attached application and provide a copy of the following documents, along with the application, **all in PDF format** to [SigningServicesNotaries@Oldrepublictitle.com](mailto:SigningServicesNotaries@Oldrepublictitle.com).

❖ *Please note all returned documents must be clean/clear legible documents to be considered for our Notary panel.*

- **ORT Application – Returned in 1 PDF.**
- **Commission (notary license)**
- **Full background screening report**
- **E&O insurance policy (minimum of \$25,000)**
- **State License (if applicable)**
- **W-9**

Thank you,

Recruitment Team  
Old Republic Title

## Signing Services Agreement (Individual)

This Signing Services Agreement (“Agreement”) is made and entered into by and between Old Republic Title Residential Information Services, a division of Old Republic National Title Insurance Company, a Florida corporation located at 530 S. Main Street, Suite 1061, Akron, OH 44311 (“Old Republic”), and the undersigned (“Notary Signing Professional” or “NSP”).

Old Republic and NSP hereby agree to the following:

**1. Scope of Agreement.** This Agreement is intended to outline the expectations and requirements of NSP in his or her performance of services including delivering documents to third-parties, overseeing the signing and return the documents in connection with a real estate closing handled by Old Republic and/or as part of the NSP’s responsibility to witness as a Notary Public (“Signing Services”).

### 2. Responsibilities.

A. License. NSP shall have a valid notary commission issued in accordance with law by the appropriate state regulatory and/or licensing agency, including all surety bond requirements pursuant to the laws governing notaries public conducting Signing Services in the particular jurisdiction where Signing Services are performed. NSP shall notify Old Republic immediately if his or her license is suspended, expired or revoked for any reason. NSP shall provide Old Republic copies of the license upon request.

B. NNA Certification. NSP performing Signing Services shall maintain at all times a current NNA Certification by the National Notary Association (“NNA”) as a Notary Signing Agent™. NSP shall notify Old Republic immediately if his or her NNA Certificate is suspended, expired or revoked for any reason. NSP shall provide Old Republic copies of any NNA Certification documentation upon request.

C. Background Checks. At least once each year, NSP shall complete a background check as part of the certification of the NNA. Old Republic shall have the sole right to determine the sufficiency of the background check and may conduct additional background checks at its sole discretion.

D. Servicing Location. Unless otherwise agreed to in writing, all Signing Services provided by NSP to Old Republic shall be provided, whether in part or in whole, by NSP and from a location or locations in one (1) or more of the fifty (50) states of the United States of America, subject to applicable laws and regulations. NSP shall not relocate the provision of the Signing

Services to another location without Old Republic’s prior written consent.

E. Code of Conduct. NSP shall maintain the standards set by the most recent version of the Notary Signing Agent Code of Conduct (“Code of Conduct”) located at: [www.signingprofessionalsworkgroup.org/code-of-conduct/](http://www.signingprofessionalsworkgroup.org/code-of-conduct/)

F. Attire. In accordance with the proposed Code of Conduct, Old Republic requires NSP to wear business attire while conducting signings for Old Republic.

G. Insurance.

i. NSP shall maintain an appropriate Errors and Omissions (“E&O”) insurance policy coverage of at least twenty-five thousand dollars (\$25,000).

ii. NSP shall furnish to Old Republic a copy of the E&O insurance policy upon request. NSP authorizes its E&O carrier to provide Old Republic with written notice of any delinquent or non-payment of premium, or non-renewal or cancellation of the policy and Old Republic is hereby authorized to request notice of the same. NSP shall maintain the same policy with the same carrier during the term of this Agreement. Any change in policy or carriers must be approved by Old Republic, which approval shall not be unreasonably withheld, so as to avoid any loss of coverage for prior acts.

iii. NSP authorizes Old Republic to submit notices of claims to its E&O carrier on NSP’s behalf.

iv. NSP hereby assigns to Old Republic, Old Republic’s legal representatives and assigns, all sums, claims, demands and causes of action whatsoever kind that NSP may have against NSP’s E&O carrier arising out of or relating to NSP’s responsibility to Old Republic for loss under this Agreement.

H. Confidentiality.

i. NSP hereby acknowledges that in the course of the relationship with Old Republic arising out of this Agreement, NSP may acquire access to certain confidential and proprietary information of Old Republic. The term “Confidential Information” shall mean this Agreement and all data, trade secrets, business information and other information of any kind whatsoever that Old Republic discloses, in writing, orally, visually, or in any other medium, to NSP or to which NSP obtains access and that relates to Old Republic or its clients, customers, consumers, employees, third party NSPs or licensors. Confidential Information includes Customer Information as defined below. A “writing” shall include an electronic transfer of information by e-mail, over the internet, or otherwise.

ii. NSP acknowledges that Old Republic has a responsibility to its clients, customers, and other consumers using its services to keep information it has received or produced about their usage of its services and about their accounts strictly confidential. For the purpose of this Agreement, “Customer Information” means the

nonpublic personal information as defined under The Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as amended from time to time (the “GLB Act”) and the regulations promulgated thereunder including but not limited to (a) an individual’s name, address, e-mail address, IP address, telephone number, and/or social security number, (b) the fact that an individual is engaged in a financial transaction, or (c) an individual’s account information including, but not limited to, loan number, loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment information. NSP hereby agrees that it will not, and will cause its representatives, consultants, affiliates, and independent contractors not to disclose Confidential Information of Old Republic, including Customer Information, during or after the term of this Agreement, other than on a “need to know” basis and then only to: (a) affiliates of Old Republic; (b) NSP’s employees or officers; (c) affiliates of NSP, its independent contractors at any level, agents, and consultants, provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) pursuant to the exceptions set forth in 15 U.S.C. 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business; and (e) as required by law or as otherwise expressly permitted in this Agreement. NSP shall not use or disclose Confidential Information of Old Republic for any purpose other than to carry out this Agreement.

iii. NSP acknowledges and agrees that no Customer Information shall be stored on any portable media or devices, including, but not limited to, notebook/laptop computers, CD/DVD, USB storage devices, cell phone, tablet, personal digital assistants (e.g. Blackberry) or similar equipment unless such portable media or devices have removable media controls to guard against lost or stolen devices. Customer Information shall be deleted from any portable media or device when it is no longer needed in the performance of the services.

iv. NSP shall notify Old Republic of any actual or threatened requirement of law to disclose Confidential Information promptly upon receiving actual knowledge thereof and shall cooperate with Old Republic’s reasonable, lawful efforts to resist, limit or delay disclosure.

v. Upon expiration or termination of this Agreement, or upon Old Republic’s written request, NSP will (a) cease using Old Republic’s Confidential Information and (b) destroy all Confidential Information at all locations where it is stored after it is no longer needed for the performance of the services or to satisfy regulatory requirements. NSP shall develop information destruction schedules and processes that meet Old Republic’s standards and that must be used in all cases when Confidential Information is no longer needed. NSP

will document such processes as a procedure and outline the techniques and methods to be used, including when and where Confidential Information is to be destroyed. NSP shall keep records of all Confidential Information destruction completed and provide such records to Old Republic upon request. Notwithstanding anything to the contrary contained herein, (a) a copy of documents or other tangible materials containing or reflecting Confidential Information may be retained in the files of NSP, held subject to the confidentiality and nondisclosure terms of this Agreement, in order to comply with applicable law, including state licensing laws, and its own retention policies; and (b) except as provided in NSP’s record retention and destruction policies, NSP shall not be required to destroy any files on hard drives, servers, or other electronic storage media that are recoverable after deletion, or to destroy electronic records which have been created pursuant to any automatic archiving or backup procedures, provided that NSP shall not use or access any such individual recoverable, archived, or backup records or files following implementation of this provision.

vi. The obligations of confidentiality in this Section shall not apply to any information that: (a) NSP rightfully has in its possession when disclosed to it, free of obligation to Old Republic to maintain its confidentiality; (b) NSP independently develops without access to Old Republic’s Confidential Information; (c) is or becomes known to the public other than by breach of this Section; or (d) is rightfully received by NSP from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known to the public domain.

vii. NSP acknowledges and agrees that it would be difficult to fully compensate Old Republic for damages resulting from the breach of the provisions of this Section and, accordingly, that Old Republic shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce the provisions of this Section. The provision with respect to injunctive relief shall not diminish Old Republic’s right to claim and recover damages.

viii. NSP shall notify Old Republic, via e-mail to William Rossi at [brossi@oldrepublictitle.com](mailto:brossi@oldrepublictitle.com), immediately following the discovery of any suspected breach or compromise of the security, confidentiality, or integrity of any Confidential Information of Old Republic, Old Republic’s client, consumers, or its customers, obtained by NSP from Old Republic in connection with the Signing Services.

ix. The obligations of this Section shall survive the termination or expiration of this Agreement.

I. Training. NSP shall complete any necessary training requested by Old Republic. NSP shall follow all procedures, processes, and guidelines outlined in any such training material. NSP shall acknowledge and agree to comply with Old Republic's policies, as provided to NSP from time to time, including Exhibit A NSP Expectations attached hereto. If NSP fails to successfully complete any such training or refuses to acknowledge and comply with Old Republic's policies, Old Republic may immediately terminate this Agreement. Old Republic shall be responsible for ensuring that NSP receives any updated training materials, which may be updated from time to time.

J. Information/Data Security.

i. NSP shall maintain and shall require all approved third parties receiving Old Republic Confidential Information to maintain, a written Information Security Program ("Security Program") to ensure compliance with any confidentiality and information protection requirements provided to NSP by Old Republic. NSP's Security Program shall, at a minimum, describe the architecture of NSP's system, placement of Confidential Information within the system, the security controls in place (e.g. firewalls, web page security, intrusion detection, incident response processes, multi-factor authentication etc.) and describe the physical security measures in place to protect Confidential Information received or processed by NSP, including those that will protect Confidential Information that has been printed or otherwise displayed in forms perceptible with or without the aid of equipment. Upon written request, NSP shall make modifications to its Security Program to add additional measures necessary to retain information security standards consistent with Old Republic requirements and the requirements of its clients. NSP shall implement document retention processes and controls and other similar measures to ensure that all records transferred from Old Republic to NSP remain within the custody and control of NSP.

ii. NSP warrants and covenants that its Security Program will, at all times during the term of this Agreement, (a) comply with all laws and regulations applicable to NSP; and (b) in no event offer no less protection to Old Republic's Confidential Information than that which NSP affords to its own confidential information and materials.

iii. NSP further agrees that, unless otherwise agreed to by Old Republic in writing, it will not modify its Security Program in any way that might reasonably be expected to reduce the overall scope or level of security protections that (a) were in effect as of the Effective Date of this Agreement; or (b) were enhanced or increased after the Effective Date.

iv. If NSP becomes aware of any violation of law by NSP relating to data protection, or any actual or suspected security breach that compromises, or could compromise, Old Republic's Confidential Information (e.g., physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), or loss/theft of printed materials) (collectively, a "Data Breach"), NSP will promptly notify Old Republic security personnel of such Data Breach (but in no event later than twenty-four (24) hours of becoming aware of the Data Breach) and will promptly investigate and remedy the Data Breach, in cooperation with or as directed by such Old Republic security personnel. NSP agrees that it will not inform any third party of such Data Breach without Old Republic's prior written consent; however, if disclosure is compelled by law, NSP will use commercially reasonable efforts to obtain Old Republic's approval regarding the content of such disclosure to minimum any adverse impact to Old Republic and its respective customers and consumers. NSP will maintain records of known and suspected Data Breaches in accordance with commercially-accepted industry practices, and will make such records available upon Old Republic's request unless prohibited by law. Old Republic may suspend or terminate the access, processing, or storage of Old Republic's Confidential Information by NSP, or take other appropriate action, pending resolution of any Data Breach.

K. Indemnification. NSP agrees to indemnify, defend and hold harmless Old Republic, its directors, officers, employees, affiliates, agents and representatives from and against any and all liability, damages, claims, suits, penalties, or actions of every name and description (including any and all reasonable legal fees and court costs as well as other costs and expenses related thereto) suffered by Old Republic, its directors, officers, employees, affiliates, agents and representatives to the extent caused by NSP's failure to perform or observe any material covenant, term or condition of this Agreement, a material breach of any representation or warranty made by it in this Agreement, negligent acts or omissions of NSP in the performance of services, and/or infringements of third party intellectual property.

L. Limitation of Liability. Neither party shall be liable to the other, in contract, tort, or on any other basis, for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages. This Section shall not apply to any liability concerning Section 2(H) Confidentiality or Section 2(J) Information/Data Security. This limitation of liability is a limitation of amounts payable over and above any insurance coverage required under this Agreement and does not preclude any claim up to the full amount of the required coverages.

M. **Right to Audit.** NSP will provide Old Republic and its designated independent audit firm access, upon reasonable prior notice, to any facility at which either NSP or any of its agents or subcontractors are providing the Signing Services and to data, records, equipment, software, and NSP personnel for the purpose of performing audits and inspections relating to the performance of the Signing Services. In addition, NSP shall conduct performance, financial, internal control and security reviews and provide Old Republic with such audit reports as requested, which may include SSAE 16 or equivalent; SOC 1, SOC 2, and SOC 3; penetration testing, intrusion detection, and firewall configuration.

N. **Independent Contractor Status.** NSP and Old Republic agree that NSP is an independent contractor and not a partner, joint venture, agent, or employee of Old Republic. NSP is not under any type of exclusive business relationship with Old Republic and is free to provide Signing Services to other companies. Old Republic does not guarantee that it will engage NSP for a minimum number of Signing Services. Old Republic reserves its right to assign or not to assign services to NSP in Old Republic's sole and absolute discretion. NSP shall choose the manner and means to perform the Signing Services and shall provide its own equipment, tools, and other materials at its own expense. NSP is solely and exclusively liable for complying with, and making all payments under, all applicable state, federal laws, including laws governing self-employed individuals if applicable, such as licensing laws, laws related to payment of taxes, social security, disability, and other contributions based on fees paid to NSP. Old Republic will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on NSP's behalf. NSP hereby agrees to indemnify Old Republic against any and all such taxes or contributions, including penalties and interest. Upon request by Old Republic, NSP shall provide proof of appropriate taxes on fees paid to NSP.

3. **Term.** The term of this Agreement shall commence as of the Effective Date and shall be in effect

**Old Republic National Title Insurance Company**

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

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

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

as long as NSP is providing Signing Services to Old Republic. This Agreement may be modified upon written mutual agreement of both parties.

**4. Termination.**

A. Either party may, by providing written notice to the other party, terminate this Agreement without cause, at any time in the terminating party's sole discretion, upon thirty (30) days prior written notice to the other party.

B. In addition to any other remedies available to Old Republic, upon the occurrence of a Termination Event (as defined below) with respect to NSP, Old Republic may immediately terminate this Agreement by providing written notice of termination to NSP. A Termination Event shall have occurred if: (i) NSP materially breaches its obligations under this Agreement, and any related exhibits, amendments, or any other document; or (ii) NSP materially breaches its obligations with respect to Old Republic's Confidential Information (including a breach of Customer Information).

C. This Agreement will automatically terminate if NSP fails to provide Old Republic with a copy of his or her license or NNA Certification within thirty (30) calendar days after written notice that the NSP's license or NNA Certification has expired.

5. **Fees.** Old Republic shall pay NSP the fees in accordance with the Fee Schedule shown on Exhibit B within thirty (30) days from the receipt of NSP's invoice.

6. **Application:** NSP certifies that the answers set forth in the Application shown on Exhibit C are true and complete to the best of his or her knowledge.

7. **Effective Date.** The Effective Date of this Agreement shall be the last signature date set forth below.

**Notary Signing Professional**

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

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

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

## **Exhibit A - NSP Expectations**

*The purpose of this document is to share what is expected of NSPs supporting Old Republic's signings. Each stage of the real estate transaction leaves an impression on the consumer and the signing experience is no exception. Preparedness, professionalism and presentation, among other important attributes, help establish the confidence the consumer has in the NSP's abilities and ultimately reflect back on the Old Republic brand.*

### **General**

The NSP is expected to perform his/her duties as established by the law and other governing bodies. Misconduct in any form, including the mishandling of Customer Information/loan documents, is not tolerated and will require corrective action. Corrective action includes, but is not limited to:

- ❖ Waiver of signing provider fee.
- ❖ Removal of a NSP from Old Republic's approved professional list for not complying with the guidelines on three (3) separate occurrences
- ❖ Immediate removal of a NSP from Old Republic's approved professional list, at the request of clients.

### **Communication**

Initial contact with the consumer should be made immediately upon receiving the scheduling request and confirmation communication on the day of the signing appointment. NSP is expected to be courteous to the consumer and limit phone calls between the hours of 9:00 am and 9:00 pm local time.

Do not reassign. If the NSP is unable to keep a signing appointment, the NSP shall cooperate with Old Republic to have another NSP attend. The NSP should not delegate the signing to someone else.

*Old Republic understands each signing is unique; however, the majority of the signings will follow the basic procedures below:*

- Old Republic will contact the NSP to check his or her availability to perform the signing. The signing date requested could be anywhere from the same day to thirty (30) days from the current date. NSP is an independent contractor, is not obligated to accept any signings offered by Old Republic, and is free to provide their services to others.
- Twenty-four (24) hours prior to the scheduled signing, the NSP is responsible for calling Old Republic to confirm he/she is still able to perform the signing.
- Old Republic will email the NSP a link in a secure email including the password for the NSP to retrieve the secure signing package and will call to inform the NSP it is available.
- The NSP must arrive at the signing location ten (10) minutes prior to the scheduled signing time. If this timeframe could potentially be missed, the NSP must contact the consumer immediately and Old Republic at 866-678-7474 to inform both parties of the delay, in order for all parties involved to be properly informed.
- If the consumer is not present at the scheduled time, the NSP must contact the consumer every ten (10) minutes after the scheduled time at all contact numbers provided. After thirty (30) minutes, the NSP is permitted to leave, but must notify Old Republic immediately of the failed signing.
- On the same day the signing is complete, the NSP must fax back the documents (if required for that particular signing) to the number provided on the vendor engagement/order form, after which the NSP is required to return the entire signed package via FEDEX using the prepaid label provided in the closing package.

- Payment for services rendered will be paid by Old Republic in an efficient manner after the loan disburses. If the signing is cancelled at the signing table, Old Republic will pay the NSP a negotiated trip fee. The NSP will never request or accept payment from the consumer for the services rendered.
- All quotes or extra fees must be approved in writing before services are provided.

### **Deceased Party Notification**

If the NSP discovers at the signing that one of the parties is now deceased, the signing must be stopped and immediate communication must be made to Old Republic’s team as defined on the vendor engagement/order form.

### **Consumer Complaint Tracking**

Old Republic has an obligation to communicate with its clients anytime it becomes aware of a consumer complaint. Old Republic is committed to providing exceptional treatment while resolving consumer issues and will provide detailed information via reports to its clients of any complaint received.

#### **❖ Definition of a Complaint**

A written or verbal allegation that a consumer has suffered or may suffer financial loss, distress or inconvenience related to the consumer’s personal experience with a product or service provided by Old Republic.

#### **❖ What to do when you receive a complaint?**

Email [consumercomplaints@oldrepublictitle.com](mailto:consumercomplaints@oldrepublictitle.com). Complaints must be reported immediately after the signing appointment and no later than twenty-four (24) hours after the appointment time. Provide the following information within the email:

- Order Number
- How the complaint was received.
- Who submitted the complaint.
- Nature of the complaint.

#### **❖ Consumer Complaint Trigger Language**

If a consumer uses complaint trigger language and the consumer’s issue is not resolved by the first point of contact, then the complaint must be escalated. Trigger language includes reference to “go on record” as being dissatisfied with the condition or resolution of a service request, reference to media or legal assistance, or requests to have their problem escalated to a supervisor, manager, general manager, etc. Examples of complaint trigger language include:

- I’m going to contact the news media.
- I’m going to contact the radio station, so they can tell everyone.
- I’m going to call my attorney.
- This is not legal.
- I want the number/address for your president, so that I can call/write a letter.
- I want to talk to your supervisor/manager.
- I expect you to respond to my problem in writing.

#### **❖ Consumer Criticism and Media Buzz**

It is important that you are able to distinguish consumer complaint trigger language from other types of language a consumer may use which is considered a criticism or media buzz. Criticism and media buzz language are not tracked as a complaint. Below are examples of consumer criticism and media buzz

language:

- Your company is horrible.
- Your fees are too high and I don't like them.
- I'm going to tell all of my neighbors about this.
- You're charging all of these fees to make up for your losses.
- I heard the president of this bank on the news last night.

Notice that in the examples of criticism and media buzz language, the consumer does not request to “go on record”, reference media or legal assistance, or escalate beyond immediate management. Criticism and media buzz (as in these examples) does not necessarily need to be reported, but when in doubt, please report to Old Republic's team and allow Old Republic to make that determination.



## Exhibit B - Fee Schedule

Counties	Refinance Signing	HELOC Signing	Purchase Signing
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

\*Please note when considering pricing, the average national lender's loan package can be in excess of 150 pages. Further, if a second signing must occur in order to fulfill any document and/or lender requirements due to an initial error or omission by the NSP, NSP will not charge Old Republic for the second meeting with the consumer.

## Exhibit C - Signing Professional Application

### Applicant Information

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apartment/Unit #

\_\_\_\_\_

City State ZIP Code

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

SSN or Tax ID#: \_\_\_\_\_

Are you a Legal Resident? YES  NO

Are you Bilingual YES  NO  If yes, what languages? \_\_\_\_\_

### Experience

Number of years as licensed Notary: \_\_\_\_\_ Number of Years as a Real Estate Signing Professional: \_\_\_\_\_

Estimated real estate signings completed in the last 12 months: \_\_\_\_\_

Do you have MOBILE printer/scanner capabilities? YES  NO

Do you have experience with:

	YES	NO		
Refinance	<input type="checkbox"/>	<input type="checkbox"/>	Volume: _____	Number of years: _____
Purchase	<input type="checkbox"/>	<input type="checkbox"/>	Volume: _____	Number of years: _____
HELOC	<input type="checkbox"/>	<input type="checkbox"/>	Volume: _____	Number of years: _____

### License and Insurance

Please attach a copy of your:

1. Notary License
2. NNA Certification
3. E&O Insurance

### Diversity

Type of Business (Check all that apply):

Minority-Owned

Woman-Owned

Veteran-Owned

Disabled Veteran-Owned

Disabled Owned

Ethnicity/Gender (Check all that apply):

	Female	Male
African American	<input type="checkbox"/>	<input type="checkbox"/>
Asian Pacific	<input type="checkbox"/>	<input type="checkbox"/>
Asian Indian	<input type="checkbox"/>	<input type="checkbox"/>
Hispanic		
American	<input type="checkbox"/>	<input type="checkbox"/>
Native America	<input type="checkbox"/>	<input type="checkbox"/>
Caucasian	<input type="checkbox"/>	<input type="checkbox"/>

# 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.

Print or type. See Specific Instructions on page 3.	<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><small>(Applies to accounts maintained outside the U.S.)</small></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>	<p>Requester's name and address (optional)</p> <p><b>OLD REPUBLIC NATIONAL TITLE INS CO</b> <b>400 2ND AVE SOUTH</b> <b>MINNEAPOLIS, MN 55401</b></p>

## 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>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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.

<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-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 <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.