

**Inc.
5000**

**Florida
Trend**
Top Private Companies #122

SOUTH FLORIDA BUSINESS JOURNAL
B P t W

2017 BEST PLACES TO WORK
Fast 50, Top Private Companies #23

Written over **\$1B in Premiums in 12 years**

Celebrated our **1M Customer** in 2016

According to SNL Financial, **#11 Carrier** in PPA Written Premium in Florida

Fastest Growing PPA Carrier in Florida four out of the last five years

Best Places to Work in 2015 and 2017



Producer Appointment Package



PACKET CONTENTS INCLUDE

- ✓ Agency Questionnaire
- ✓ Producer Agreement Form and Addendum
- ✓ Commission Authorization Form
- ✓ Electronic Withdrawal Authorization Form
- ✓ W-9
- ✓ ACH Form (If applicable)

INSTRUCTIONS FOR COMPLETION**Step 1 Fill out Appointment Forms**

- ALL of the following forms and fees must be submitted in entirety per program.
- **Additional Paperwork REQUIRED NOT INCLUDED in this Packet:**
 - **BE SURE TO** Email a copy E & O with minimum aggregate limits of \$ 300,000
 - **Copy of license for Agent of Records**
 - **Copy of Agency License** with good standing with the Department of Insurance

Step 2 Review your Checklist

- Ensure that every form has been completed. Failure to complete paperwork in it's entirety will only delay the process and prolong your wait time

Step 3 Submit Appointment Forms

- Email completed appointment forms to the Marketing Department

Email marketing@windhaveninsurance.com

Step 4 Approval

- A member of our marketing staff will contact you to review the information and further discuss your interest in becoming one of our independent agents.

Step 5 Get Started!

- After **all forms** are **submitted, received and reviewed** a producer number will be issued and we will contact you about needed supplies and/or training.



AGENCY QUESTIONNAIRE

8550 NW 33rd Street, Suite 400
 Doral, Florida 33122
 T (786) 709-4800
 marketing@windhaveninsurance.com

The information herein is essential to understanding your agency when reviewing your production and loss experience. The information in this form is kept completely confidential. Please complete this questionnaire and email it to our office. Thank you for your time!

| | | |
|--------------------------------------|---|-------------|
| Agency Name: | This agency is owned by: an individual a partnership a corporation | Owner Name: |
| Physical Address: | Federal Tax ID / Social Security Number: | |
| City, State, & Zip Code: | Date of Application (MM – DD – YYYY) | |
| County: | How many locations does this agency have? 1) | |
| Phone Number: | 2) | |
| Fax Number: | 3) | |
| E-mail address: | If you have more than 3 locations please list on separate piece of paper | |
| How long have you owned this agency? | Does this agency have a website? (If so, please provide the URL, www.123.com) | |

Please list all owners, officers, and employees (both licensed & unlicensed) below:

| NAME | Indicate position with agency | Years with agency | Years in Personal Lines Auto | Insurance License Number | Insurance related certifications |
|------|--|-------------------|------------------------------|--------------------------|----------------------------------|
| 1) | REQUIRED: APPOINTED AGENT | | | | |
| 2) | owner officer / manager employee | | | | |
| 3) | owner officer / manager employee | | | | |
| 4) | owner officer / manager employee | | | | |
| 5) | owner officer / manager employee | | | | |

| | | | | | | | | | |
|---|------------------------|----|--|---|--|-----------------------------|-------------------|-------------------------|---|
| Estimate this agency's TOTAL ANNUAL AUTO PREMIUM VOLUME | | \$ | Estimate the percentage of business this agency writes by policy | | Liability Only | % | (OTC & Collision) | % | |
| Estimate the percentage of business this agency writes by policy term | Annual policies | % | Semi-Annual policies | % | Estimate the percentage of business this agency writes by liability limits | Minimum Limits Liability | % | Excess Limits Liability | % |
| Comparative Rater Name | Management System Name | | Number of Auto Policies Written Per Month | | Preferred Auto Per Month | Non-Standard Auto Per Month | | | |

| | | | | | |
|---|-----------------------|--|-----------------------|-----|----|
| IF THIS AGENCY WRITES BUSINESS IN STANDARD AUTO MARKETS YOU ARE REQUIRED TO LIST THE TOP 3. IF YOU DO NOT HAVE 3 PLEASE WRITE "N/A". DO NOT LEAVE BLANK | | Does this agency write HOMEOWNERS or RENTERS INSURANCE | | YES | NO |
| NAME | Annual premium volume | NAME | Annual premium volume | | |
| 1) | \$ | 1) | \$ | | |
| 2) | \$ | 2) | \$ | | |
| 3) | \$ | 3) | \$ | | |

| | | | | | |
|--|------------------|-----------------------|-------------------------------------|--|--|
| PLEASE LIST TOP companies in which this agency writes NON-STANDARD AUTO BUSINESS. Please DO NOT LEAVE ANY BOXES BLANK in this section. WRITE "N/A" if not applicable | | | Add ALL Agent email addresses below | | |
| MGA & COMPANY NAME | Appointment Date | Annual premium volume | | | |
| 1) | | \$ | | | |
| 2) | | \$ | | | |
| 3) | | \$ | | | |
| 4) | | \$ | | | |
| 5) | | \$ | | | |
| 6) | | \$ | | | |

Include a copy of Agent of Record's license with questionnaire as well as a copy of the E & O Policy or Certificate

WIS, WU and WS welcomes your comments and questions; please feel free to address any issue and attach additional pages as necessary. Please fax all pages to WIS, WU, and WS upon completion with agency name on all pages. If you have questions about this form contact our marketing department at the number listed on the first page. Thank you for your time.



PRODUCER AGREEMENT

THIS AGREEMENT is made by and between

[] WINDHAVEN INSURANCE SERVICES, LLC. (a Texas Organization)

[] WINDHAVEN UNDERWRITERS, LLC (a Florida Organization)

[] WINDHAVEN SELECT, LLC (a Florida Organization)

(hereinafter referred to as “Manager”) and _____ (hereinafter referred to as “Producer”). Only Manager(s) marked above shall be subject to this Agreement.

WHEREAS, Manager acts as a Managing General Agent for various insurance companies; and

WHEREAS, Producer holds a valid and existing property and casualty license as an agent as required by law and any governmental entity; and agrees to comply with all laws affecting its operation and to maintain its qualifications for licensing by appropriate authorities; and

WHEREAS, Producer desires to solicit business from time to time with insurers represented by Manager, which business such insurers in their sole discretion may accept or reject; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

PART I: AUTHORITY

1.1 General Authority. Producer’s authority is limited to only that necessary for it to perform its duties and obligations under this Agreement. Producer’s authority also is limited by the specific limitations and restrictions set forth in this Agreement, including but not limited to, those unauthorized acts under 1.3. No power or authority shall be implied from the grant or denial of any power or authority specifically mentioned in this Agreement. The authority granted under this Agreement is non-exclusive.

A. Subject to all terms of this Agreement and any applicable state or federal laws, Producer is authorized to:

- (1) Solicit, prepare, accept and transmit application only with respect to those lines of business listed on the schedule, attached hereto as “Addendum No. 1”.
- (2) Deliver policies and endorsements to Producer’s client(s), only with respect to business which has been accepted by Producer’s client(s).
- (3) Collect and remit premiums to Manager.

B. Subject to applicable state and/or federal laws, Manager reserves the right, in its sole discretion, to refuse to consider or to decline any application for any Insurance Product, or offer to issue any Insurance Product on terms and conditions different than applied for, or to terminate, rescind, or non-renew any Insurance Product issued by Manager. Manager may also, at any time and in its sole discretion, alter or discontinue offering any Insurance Product or line of business, or change any of its underwriting guidelines. Manager may take these actions irrespective of any effect they may have upon Producer.

1.2 Independent Status. Producer is an independent contractor relative to Manager. Although this Agreement entitles Producer to submit Insurance Product applications to the Manager on behalf of its clients, Producer shall not represent or imply to anyone that it acts on behalf of the Manager, except as expressly set for in this Agreement. Nothing contained in this Agreement, or any written material or correspondence of the Manager, shall be construed to create

PRODUCER AGREEMENT

an employer-employee or principal-agent relationship between the Producer and the Manager. The parties recognize that:

- (1) The parties expressly intend and agree that Producer is an independent contractor, acting as the agent of Producer's clients and not as Manager's agent. Producer is free to exercise its own judgment as to the time, place, and manner of dealing with its Clients.
- (2) Due to the particular state's licensing/appointing requirements, Producer may be appointed or authorized in that state as an "agent"; and
- (3) From time to time, Manager or others may refer to Producer as an "agent", but that these references may occur only because of a particular state's nomenclature or the general use of these words in everyday vocabulary.
- (4) Producer shall be responsible for all costs and expenses incurred in connection with the operation of Producer's business.

1.3 Unauthorized Acts. Subject to your general authority listed under Section 1.1 herein, Producer is prohibited from engaging in any act that Manager expressly prohibits in Section 1.3 and/or is not reasonably necessary for Producer to exercise its authority or perform its duties under this Agreement.

A. Producer is prohibited from:

- (1) incurring any debt or obligation on our behalf, or waiving any forfeiture;
- (2) making or discharging any contract to bind the Manager; or
- (3) extending the:
 - i. time for payment of any premium or accepting payment of any past-due premium; or
 - ii. grace period any Insurance Product, or waiving any grace-period premium or other requirement;
- (5) signing any Insurance Product application not personally solicited by Producer;
- (6) completing or altering any part of an Insurance Product application, except premium and producer information, unless otherwise mandated by state law or expressly authorized by Manager, or allowing a Client to sign a blank or partially completed Insurance Product application;

PART II: BINDING AUTHORITY

- 2.1 Producer has no authority to bind Manager or any of its principals, or commit to issue binders or policies of insurance on behalf of Manager or any of its principals or to make any representation not strictly in accordance with the policies of insurance on behalf of Manager or to make any representation not strictly in accordance with the policies and contracts placed pursuant to the terms of the agreement.
- 2.2 Producer shall have no authority to countersign policies, endorsements, insurance certificates or any other evidence of insurance on behalf of Manager or insurance companies Manager may represent, without prior specific authorization in writing.
- 2.3 No Producer shall have the right to make, alter, modify, or discharge any contract or policy issued on the basis of an application.
- 2.4 Producer shall at all times comply with all applicable federal, state, or municipal statutes, ordinances, rules, orders, or regulations governing the business of insurance, and applicable rules of other regulatory (or self-regulatory) agencies or authorities.

PART III: PREMIUMS AND COMMISSIONS

- 3.1 Producer, upon receipt of any payments from an Insured or proposed Insured, shall immediately remit such premiums to Manager. Producer shall be allowed a commission on such premiums as set forth in Addendum No. 1, attached hereto. The commission may be changed from time to time in a manner as provided elsewhere in this Agreement.

PRODUCER AGREEMENT

3.2 Premiums shall be remitted as follows:

A. New Business:

1. Producer shall remit without deduction the gross premiums plus policy fees to Manager, immediately upon receipt.

B. Renewal Business:

1. Premiums, policy fees and/or billing fees billed by Manager but received by Producer, shall be immediately forwarded to Manager, without deduction.

C. Premiums generated by policy changes will be remitted in the same manner as renewal premiums.

3.3 Commissions:

A.. Commission Rate and Payment. Manager agrees to pay commission to the Producer in accordance with the Commission Schedule contained in the Addendum No. 1 to this Agreement and incorporated herein by reference. Producer commissions will be paid at least monthly for all transactions completed in the previous calendar month in accordance with the commission schedule in Addendum No. 1.

B. No commission will be paid on policy or billing fees.

C. Offset. Producer agrees that any amounts due the Producer that are held by Manager, including undistributed commissions due, may at any time be applied to and constitute an offset against balances due Manager from the Producer.

D. Authority to Withhold. Manager may withhold commission payments if the Producer does not provide to manager in a timely manner documentation in its possession that the law requires the Insurance Company or Manager to maintain. Upon receipt, Manager shall release any withheld commission payments to the Producer.

3.4 All premiums received by Producer are the property of the Insured (or applicant) and the Insurance Company and shall be held by Producer as trustee until delivered to Manager. The keeping of an account on Manager's books as a credit and debit account, and the payment of commissions by Manager shall not be held to modify, affect or waive the trust relationship as to premiums collected by Producer, nor Manager's interest in unpaid premiums, which have not been collected by Producer.

3.5 Producer commissions are paid by the Manager. The issuing Company is not a party of this agreement and is not responsible to the Producer for any commission or other amounts arising from such Producer's activities pursuant to this contract.

PART IV: RESPONSIBILITY IN EVENT OF CLAIMS

4.1 Producer shall have absolutely no authority for the investigation, adjustment or litigation of claims arising from policies placed by Producer. Producer has no authority to and shall not admit any liability on the part of the Insurance Company in which the business is placed or on behalf of Manager.

4.2 Producer shall immediately report and transmit to Manager any claim report, notice of accident, proof of loss or other information, including documents related to lawsuits arising from a claim, known to Producer and related to any claim against the Insurance Company on any insurance policy issued involving Manager. Producer shall cooperate fully with Manager by answering relevant questions, under oath or otherwise, including, but not limited to, participating in live telephone conversations with Manager's personnel or designee(s) and furnishing all relevant documents that pertain to the matter or providing other assistance reasonably required to resolve the matter.

PRODUCER AGREEMENT

PART V: REVISIONS IN THIS AGREEMENT

5.1 Changes in this agreement shall be made as follows:

- A. Revision by Manager: This Agreement, including the Addendum No. 1, may be revised by Manager, upon 30 days written notice to Producer, setting forth the revisions and their effective date.
- B. Revision by mutual consent: This Agreement may be revised at any time by mutual consent, in writing, of Producer and Manager.

ARTICLE VI: TERMINATION, EXPIRATIONS

6.1 Termination on notice: This Agreement may be terminated by either party by giving to the other party written notice not less than 30 days prior to such termination. Manager or the insurance companies they represent waive no rights with respect to cancellation or termination provisions contained in individual policies issued to policyholders through Producer and no benefit shall inure to policyholders through Producer by reason of the terms of this Agreement.

6.2 Termination for cause: This Agreement shall terminate:

- A. Immediately upon written notice if Producer commits any act of bankruptcy, becomes insolvent, or makes any assignment of any of its assets for benefit of creditors.
- B. Immediately upon written notice from Manager if Producer shall fail, neglect, or refuse to account for or pay promptly to Manager or any insurance companies when due all premiums or return premiums due on insurance under this Agreement.
- C. Immediately in the event Producer's license to do business is suspended or revoked by any insurance department.
- D. Immediately if Producer shall act in any manner contrary to authority granted under this Agreement, or shall fail, neglect, or refuse to perform any of Producer's obligations under this Agreement after 15 days written notice has been given Producer for Agent's failure to perform. However, such 15 day notice shall not be necessary if termination occurs under Paragraph 6.1, or 6.2 (A), (B), or (C).

6.3 Ownership of Expirations: Immediately upon termination of this Agreement under Articles 6.2 (A), (B) and (C), all right, title and interest of Producer to or in any business placed under this Agreement, including, but not limited to the rights of renewal, expirations and to all records thereof, shall vest in Manager or the insurance companies they represent and Producer shall have no right, title, or interest thereafter. However, the rights of renewal, expirations and to all records thereof shall vest in Producer if this agreement is terminated due to actions set forth by Article 6.2(D). Upon expiration, any leads for prospective business generated as a result of any efforts of Manager, including, but not limited to, those generated by Clutch, shall be the property of Manager.

6.4 Producer further hereby expressly grants to Manager a security interest in such rights of renewal and expirations to secure payment of any and all amounts due or which may become due hereinafter. Upon the occurrence of any event which gives rise to the necessity to enforce said security interest, Manager may take possession of Producer's records. Producer agrees upon request to produce such records together at Producer's place of business and to allow access to such place of business and to removal of records. Upon complete satisfaction of amounts due Manager, the books, records, and control of expirations shall be returned to producer. In event such obligations are not satisfied within a reasonable time period Manager may service such expiration directly or dispose of them in any commercially reasonable manner.

6.5 Otherwise, Producer's records, use and control of expirations shall remain the property of Producer and left in Producer's undisputed possession.

PRODUCER AGREEMENT

PART VII: INDEMNIFICATION AND INSURANCE

- 7.1** Indemnification: Producer shall indemnify and hold harmless Manager and the insurance companies it represents against any loss, damage, or costs, including, but not limited to reasonable attorney's fees and litigation expense, which Manager may sustain as a result of any act of Producer in violation, in excess, or in contravention of the authority of Producer set forth in this Agreement or in written instructions, rules and regulations which may be promulgated by Manager or the insurance companies they represent from time to time.
- 7.2** Errors & Omissions Insurance. Producer shall maintain full force and effect during the term of this Agreement a policy or policies of error and omissions ("E&O") insurance issued by an insurer acceptable to Manager, and affording coverage in the minimum amount of \$300,000 for acts of the Producer, its subagents and employees. Such E&O insurance shall be maintained by the Producer at the Producer's sole cost and expense, and shall be primary and non-contributing coverage over any other insurance to Manager each year as soon as practicable after the effective date. The Producer consents in advance to the immediate termination of this Agreement in the event of the cancellation or non-renewal of such errors and omissions insurance policy.

PART VIII: ARBITRATION

- 8.1** Any unresolved dispute between Producer and Manager in connection with this Agreement, whether arising before or after its termination, shall be submitted to binding arbitration in accordance with the Commercial Rules of the American Arbitration Association as the exclusive means of resolution. All arbitration hearings shall take place in Miami, Florida, unless another location is agreed to by the parties. Neither party shall be liable to the other for any incidental, consequential, special or punitive damages arising out of this Agreement, whether on account of breach, tort or other cause. This limitation shall not limit either party's obligation to perform any provision of this Agreement.

PART IX: OTHER PROVISIONS

- 9.1.** Advertising: Producer shall not use the names of Manager or any of the insurance companies they represent in any advertising or publicity without prior written consent.
- 9.2.** Forms and Supplies: All supplies, including forms and policies furnished by Manager, shall always remain the property of Manager and shall be returned to Manager or its representative upon demand.
- 9.3.** Audit and Inspection of Records: Producer agrees that all records shall be available, upon reasonable notice, for inspection by Manager, or Representatives of Manager and those copies of records requested by Manager will be furnished without delay.
- 9.4.** Entire Agreement: This Agreement supersedes any and all prior Agreements between the parties and shall apply to all in-force policies issued on applications submitted by the Producer prior to the effective date of this Agreement.
- 9.5.** Notice: Whenever written notice is issued by either party, mailing of such notice, postage prepaid, to the last known address of the other party shall constitute notice.
- 9.6.** Waiver: Failure of Manager promptly to declare a default for breach on any of the terms and conditions of this Agreement or to exercise any remedy available hereunder shall not be construed as a waiver of any of such terms and conditions, nor estop Manager from thereafter demanding full and complete compliance nor prevent Manager from exercising such remedy in the future.
- 9.7** Governing law and Forum: This Agreement shall be subject to and interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles and any dispute arising hereunder shall be heard by a state court of competent jurisdiction located in Florida.



PRODUCER AGREEMENT

- 9.8 Succession Clause. Producer's rights and interest under this Agreement shall not be assigned without prior written consent of Manager. Any change in ownership or control of Producer's business shall, at the option of Manager, terminate this Agreement as of the date of the change.
- 9.9 **Term of Agreement.** This Agreement shall be effective as of the date it is fully executed as set forth below and shall continue until terminated pursuant to the provisions set forth in Article VI herein.

IN WITNESS WHEREOF, this Agreement has been executed in the City of Miami, Miami-Dade County, Florida, by the parties hereto this ____ day of _____, 20____, with the intent that it becomes effective as of the ____ day of _____ 20____.

For **WINDHAVEN MANAGER:**

WINDHAVEN INSURANCE SERVICES, LLC.

WINDHAVEN UNDERWRITERS, LLC.

WINDHAVEN SELECT, LLC.

BY: _____ **TITLE:** _____

For **PRODUCER/ Agent**

SIGNED BY: _____ **TITLE:** _____

ADDRESS: _____



PRODUCER AGREEMENT

ADDENDUM NO # 1 TO PRODUCER AGREEMENT

DATED: _____

For coverage provided in Various Insurance Companies as set out below:

Coverage

Windhaven Ins. Co., Private Passenger
Auto Liability &, Physical Damage

Old American County Mutual Fire Insurance Company,
Private Passenger Auto Liability and Physical Damage

Commission

13% New Business
13% Renewals

_____ New Business
_____ Renewals

Type of Account: Cash with application, per program guidelines

AGENCY Name Here _____

Print Name _____ Title: _____

Signature _____ Date: _____

Windhaven

For MANAGER:

WINDHAVEN INSURANCE SERVICES, LLC.

WINDHAVEN UNDERWRITERS, LLC.

WINDHAVEN SELECT, LLC.

Signature _____

Date: _____



AGENT Electronic Withdrawal Authorization

IMPORTANT: This form must be returned to Windhaven before Electronic Withdrawal can be initiated. The effective date to start using the Electronic Withdrawal process for payments will be communicated to you via the phone.

Electronic Withdrawal for New Business, Installment, Endorsement and Restart Payments

Windhaven Insurance Services, LLC (WIS), Windhaven Underwriters, LLC (WU) and/or Windhaven Select, LLC (WS) are hereby authorized to present electronic withdrawal items on the agency’s account indicated below and the depository named below for payment of settlements due to WIS, WU and/or WS by the agency. This arrangement does not affect the agency’s primary obligation for payment. This authorization is to remain in effect until WIS, WU and/or WS are notified in writing to the contrary. Payments received on the WIS, WU and/or WS website as producer e-checks will be withdrawn from the agency’s account. *NOTE: Insured checks and credit card payments should be receipted as such. Only guaranteed funds (cash, money orders, cashier’s checks, etc.) should be receipted as producer e-checks.**

* WIS, WU and/or WS will not refund agent if insured check or credit card payment for installment or endorsement payment is deposited to agent’s account and is returned unpaid for any reason. However, if original down payment is deposited to agent’s account and returned unpaid for any reason, WU and/or WS will consider refunding agent IF agent follows the steps outlined in the Electronic Withdrawal Procedures and the underwriting guidelines.

Authorized Signature (as shown on Account)

Date

Bank Information

Bank Name and Branch (or Main Office) and Phone Number

Bank Address (street, city, state, zip)

Title of Bank Account

Account Number

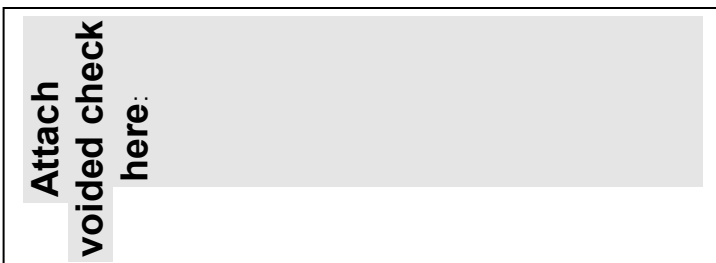
Account Type

ABA Routing Number (9 Digits)

Agency Name

Producer Number

Agency Contact Person, Telephone Number & Email



FOR OFFICE USE ONLY: EFFECTIVE DATE to begin automatic deposit of commission process _____



AGENT Electronic Withdrawal Authorization

AGENT Electronic Withdrawal Procedures

- Agent must use the www.windhaveninsurance.com website to post 100% of money received in their office for down payment and installments.
- Agent must complete the AGENT Electronic Withdrawal Authorization form and fax it to the Windhaven Insurance Services, LLC (WIS), Windhaven Underwriters, LLC (WU) and/or Windhaven Select, LLC (WS) office at 888-288-6167 ATTN: Marketing (this form can be printed from the www.windhaveninsurance.com website under 'Forms/Resources.')
- Authorization does not become complete until Marketing calls and advises you the AGENT Electronic Withdrawal Authorization form has been processed.
- Only select 'Producer E-Check' payment for guaranteed funds (cash, money orders, cashier's checks, etc.). Insured checks and/or credit card payments should be paid to the company by selecting 'Insured E-Check' or 'Insured Credit Card.' WIS, WU and/or WS will not honor insured checks or credit card payments for installments or endorsements deposited to agent's account and returned unpaid for any reason. However, if original down payment is deposited to agent's account and returned unpaid for any reason, WIS, WU and/or WS will consider refunding agent IF agent follows the steps outlined below for the appropriate state.
- Agent should print a Transmittal Report each day for balancing purposes. The Transmittal Report is located under 'Mail/Reports – Transmittal Report.'
- Within three business days, an electronic transfer will generate for the total amount posted as 'Producer E-Check' for down payments on new business policies and another electronic transfer will generate for the total amount posted as 'Producer E-Check' for installment payments. (NOTE: The check number will print on the Transmittal Report once the electronic transfer has been generated in our office. Therefore, you may wish to print the Transmittal Report the day the money posted for balancing purposes, then print it again the next day to keep as your record with the check number(s) showing. There is also a 'Balance Report' available which is helpful when balancing against a bank statement as it is run by the electronic transfer date, not the payment date.)
- If unable to access the internet to upload new business or to post payments, please contact our office immediately for instructions.



AGENT Commission Deposit Authorization

IMPORTANT: This form must be returned to Windhaven before automatic deposits of commissions can be initiated. The effective date to start using the automatic deposit of commission process will be communicated to you via phone or email.

Windhaven Insurance Services, LLC (WIS), Windhaven Underwriters, LLC (WU) and/or Windhaven Select, LLC (WS) are hereby authorized to present credit items of any amount on the agency's account indicated below. This authorization, when completed, constitutes compliance with NACHA ACH rules.

The authority is to remain in effect until Windhaven Insurance Services, LLC (WIS), Windhaven Underwriters, LLC (WU) and/or Windhaven Select, LLC (WS) has received written notification of its termination in such time and manner as to afford Windhaven Insurance Services, LLC (WIS), Windhaven Underwriters, LLC (WU) and/or Windhaven Select, LLC (WS) and the financial institution a reasonable opportunity to act on it. **Any changes to the account mentioned below will require completion of new forms and voided check copy.**

Authorized Signature (as shown on Account)

Date

Bank Information

Bank Name and Branch (or Main Office) and Phone Number

Bank Address (street, city, state, zip)

Title of Bank Account

Account Number

Account Type

ABA Routing Number (9 Digits)

Agency Name

Producer Number

Agency Contact Person, Telephone Number & Email



FOR OFFICE USE ONLY: EFFECTIVE DATE to begin automatic deposit of commission process _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. 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: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



One Time ACH Payment Authorization Form

Sign and complete this form to authorize Windhaven Insurance™ to make a onetime debit to your checking or savings account.

By signing this form you give Windhaven Insurance™ permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I _____ authorize Windhaven Insurance™ to charge my bank account
(Full name)

indicated below for \$ 61.98 on or after _____.
(Amount per agent of Record with Windhaven Insurance™) (Date)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Account Type: Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



SIGNATURE _____

DATE _____

I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted transaction date. In the case of the payment being rejected for Non-Sufficient Funds (NSF) I understand that Windhaven Insurance™ may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$25 charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute Windhaven Insurance™ billing with my bank so long as the transaction corresponds to the terms indicated in this agreement.