

THIS AGREEMENT is entered into on the date/year on the signature page by and between VeriTES Analytics Inc. (hereafter "VA") and

_____ (hereinafter "Vendor")

Vendor / Independent Contractor - your business or dba name printed here

RECITALS

A. WHEREAS, VA is engaged in the business of providing compiled data, analytic tools, and custom reporting to clients incorporating third-party sourced data, including without limitation data purchased, licensed or otherwise provided under direct business to business agreements from data-mining, aggregating services, and independently-contracted professional service providers (collectively hereinafter "Vendors"), which generally contain a variety of specific data-set components, including venue attendance data, pricing data, marketing-material exploitation data, audience-engagement data, customer awareness and interest data, opinion-polling results, as well as customer service and quality control evaluations information, etc.

B. WHEREAS, VA is desirous of licensing data from the Vendor and/or the engagement of professional services from time to time.

C. WHEREAS, Vendor is in the business of professional data acquisition and research services, and has interest in licensing data and/or providing professional research services to VA in accordance with the terms of specific Purchase Order Agreements ("P.O.") issued to them from time-to-time.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS

The statements set forth in paragraphs A, B and C above are incorporated by this reference.

2. VENDOR SERVICES.

2.1 As VA is not in the business of direct data collection, from time-to-time VA shall contact Vendor to solicit an offer for the non-exclusive license or purchase of specific data meeting applicable usage criterion. VA's solicitation shall indicate to Vendor the specific data set criteria being sought and provide additional information where appropriate that might assist the Vendor in fulfilling our request. In each instance, when Vendor accepts our proffer, or VA accepts the Vendor's offer, the specifications agreed to will be set forth in a Purchase Order Agreement.

2.2 At all times, Vendor shall have the right to accept, refuse, or counter an offer in response to VA's data services solicitation without penalty.

2.3 At all times, VA shall have the right to accept, refuse, or counter an offer from Vendor for the license or purchase of data services from the Vendor.

3. PERFORMANCE OF SERVICES.

3.1 The Vendor, in their sole discretion, shall determine the method, details and means of performing the Data Services covered under this Agreement and, if any, subsequent Purchase Order Agreements. Such method, details and means shall only be subject to any specifications provided by a customer and/or client to VA, and where applicable, the operating guidelines established at location of data origination. VA shall not have any right to control the means, manner or method of accomplishing the Data Provider Services by Vendor.

3.2 Vendor, in their sole discretion, may retain or employ employees, assistants or assigns to perform the Data Services covered under this Independent Vendor Agreement. VA shall not have the right to control, direct or supervise any employees, assistants or assigns retained by the Vendor to perform such Data Provider Services.

3.3 Because VA is retained by its clients to provide analysis and reports containing information that is both location and date/time-range specific, VA will only license or purchase data from the Vendor that is in accordance with these specifications as dictated by VA's clients and contained within the applicable P.O. The Vendor shall not be required to furnish a record of their time to VA.

3.4 Vendor shall provide their own supplies, tools, transportation, equipment, and other materials as may be necessary to deliver the Data Provider Services under this Agreement. Vendor shall not be required to purchase or rent any supplies, tools, equipment, or other materials from VA. If Vendor, and/or their employees, assistants, agents or assigns uses a motor vehicle in performing their services under this Agreement or subsequent P.O., Vendor shall cause the motor vehicle to be insured. Vendor hereby agrees that VA shall not be liable to Vendor, and hereby waives any claim against VA, for any damages, injuries and liability arising out of Vendor or their assigns use of such motor vehicle.

3.5 Vendor shall be free to perform, and this Agreement does not restrict them from contracting for/or licensing or sale of the same or similar Data Provider Services for any third parties during the term of this Agreement.

3.6 Vendor shall assume full and complete responsibility for (a) the payment of all compensation and expenses of any employees, assistants or assigns retained by Vendor in association to the Data Provider Services, (b) all costs and expenses incurred by Vendor in connection with the performance of this Agreement, including, without limitation, costs of equipment, fees, fines, licenses, bonds and/or taxes required of, or imposed against Vendor and all local, state and federal income taxes, unemployment insurance, social security, disability insurance, workers' compensation and other applicable withholdings.

3.7 Vendor shall obtain and maintain workers' compensation insurance and property liability insurance covering their employees, assigns, assistants, agents and/or equipment and any other insurance where required by law or necessary to perform the Data Services under this Agreement.

3.8 VA shall not (a) withhold any local, state or federal income taxes from any payments to Vendor, (b) withhold any FICA (Social Security) taxes from any payments to Vendor, (c) make any state or federal unemployment insurance contributions on behalf of Vendor, (d) make any disability insurance contributions on behalf of Vendor, (e) obtain any workers' compensation insurance on behalf of Vendor or (f) pay any costs or expenses incurred by Vendor in connection with this Agreement. However, if VA licenses or purchases from Vendor, data and or other Professional Services totaling \$600.00 or more in any year, VA will report those earnings to the Internal Revenue Service on a Form 1099 as required by law.

4. VENDOR FEES.

VA shall pay Vendor on a per-P.O. basis. Under this Agreement, upon confirmed receipt by VA of Vendor's data in accordance with the specific Data Services criterion outlined in the P.O., VA shall pay Vendor for the data by check or other agreed payment method (e.g. direct deposit, Venmo, PayPal, etc.) in not more than sixty (60) business days. Vendor operates as a business and is not an Employee of VA and shall not be entitled to any pension, bonus, paid vacation or sick pay. Vendor will invoice VA in accordance with the Purchase Order Agreement. VA will not pay Vendor for Data Provider Services unless the data is satisfactorily in accordance with the applicable Purchase Order Agreement criterion.

5. TERM.

This Agreement shall remain in force until and unless terminated by either party; provided that Vendor may not terminate this Agreement without having completed all invoices that she/he has agreed to complete. The provisions of Sections 10-23 of this Agreement shall survive any termination of this Agreement.

6. AUTOMATIC TERMINATION.

This Agreement shall terminate automatically upon the occurrence of either of the following events: (1) the bankruptcy or insolvency of either party or (2) the death of Vendor (if sole proprietorship).

7. EFFECT OF TERMINATION ON COMPENSATION.

In the event of the termination of this Agreement, Vendor shall be entitled to any Vendor compensation due on open Invoice's for product or services from prior to the date of termination as provided in this Agreement. Any unfulfilled Open P.O.'s shall be deemed closed or cancelled and Vendor shall be entitled to no further compensation or fees as of the date of termination of this Vendor and Independent Contractor Agreement.

8. REPRESENTATIONS BY VENDOR.

8.1 Vendor hereby represents warrants and agrees that they have specific experience in the field of Data Collection Services.

8.2 Vendor hereby represents, warrants and agrees that (a) this Agreement is not an employment agreement, (b) this Agreement shall not entitle Vendor to be an employee, joint venture or partner of VA and that they are not an employee, joint venture or partner of VA, (c) they shall perform the Vendor's obligations under this Agreement as a professional business and not as the agent or employee of VA and (d) they shall have no right, power or authority, express or implied, to obligate or bind VA to any contract, obligation or undertaking whatsoever.

8.3 Vendor hereby represents warrants and agrees that they shall not hold herself/himself/themselves out to anyone as an employee of VA, including, without limitation, local, state or federal entities.

8.4 Vendor hereby represents, warrants and agrees that they (a) are the proprietor of an independently-established field research and information gathering/polling business that provides product and/or services to customers such as VA and has recurring business liabilities and obligations, (b) independently has taken and/or will take any and all steps consistent with, and necessary to maintain, that status, including, without limitation, obtaining business cards and/or obtaining a business license, if necessary, and (c) will file a business or self-employment income tax return (i.e., an IRS Form Schedule "C") with the Internal Revenue Service and/or the equivalent with their State Franchise Tax Board.

8.5 Vendor hereby represents warrants and agrees that the execution of this Agreement and the performance of the terms and conditions hereof does not and shall not violate any other contract or commitment, express or implied, of Vendor to any third party.

8.6 Vendor signatory hereon, hereby represents, warrants and agrees that they are at least eighteen (18) years of age and freely able to enter into this Agreement.

8.7 In reliance upon the foregoing representations and warranties, VA may solicit the licensing or purchase of Data Services and/or Professional Services from/and issue P.O. to the Vendor under this Agreement.

9. REPORTING OF U.S. SOCIAL SECURITY NUMBER.

Due to IRS Form 1099 reporting requirements, if Vendor is U.S. based, Vendor hereby agrees to complete accurately the attached IRS Form W-9, stating on the Form W-9 their Federal Tax Identification Number or their Social Security Number.

10. INDEMNIFICATION.

Vendor shall indemnify and hold VA harmless from any and all claims, damages, injuries and liability arising out of, caused by or connected with the performance of this Agreement by Vendor, or any of their employees, agents, assistants or assigns, including, without limitation, any costs or attorney's fees incurred by VA.

11. RIGHT TO PROPRIETARY INFORMATION.

11.1 All documents, materials and information provided by VA to Vendor, including without limitation VA's forms, processes, client lists are Proprietary Information and the property of VA without restriction or limitation; and

11.2 If/when/where expressly indicated in the P.O., the data obtained by Vendor to fulfill the data request, or service is, where applicable, Proprietary Information and the property of VA without restriction or limitation.

11.3 Vendor understands and agrees that with regard to all Proprietary Information which has been, is and/or shall be divulged to Vendor, or gathered by Vendor for VA's benefit, Vendor shall keep such information secret and confidential for the benefit of VA; provided, however, that Vendor may disclose such information to their employees, agents, assistants and assigns but only to the extent necessary for such employees, agents, assistants and assigns to perform the Data Provider Services as outlined in the P.O. In the event Vendor provides such information to their employees, agents, assistants or assigns, they shall (a) inform such employees, agents, assistants, and assigns, as the case may be, of the terms of Section 11 of this Agreement and (b) be responsible for any breach of such terms by such employees, agents, assistants and assigns. Vendor further understands and agrees that at all times, that they shall not disclose or communicate any Proprietary Information of any type to any competitor of VA. Vendor agrees not to make any use of such Proprietary information on their own behalf or on behalf of any other person, except in the course and scope of their data provider services and/or professional research services for and on behalf of VA. Vendor agrees to utilize and/or disclose the Proprietary Information solely for VA's benefit and not to utilize or disclose such Proprietary Information for any other purpose whatsoever without the written consent of VA.

11.4 Vendor agrees to return to VA any and all information, materials, products, and other property containing or related to the Proprietary Information or which belong to or were developed by Vendor or others for or on behalf of VA which is written, recorded, or in other tangible form and in the possession of Vendor, and/or their employees, assistants, agents or assigns, on the earlier of the date of termination of this Agreement or within seven (7) days of written demand by VA.

12. INJUNCTIVE RELIEF

12.1 In view of the nature of Vendor's services and any Proprietary Information which Vendor has received and/or developed or will receive and develop in the course of this Agreement, Vendor agrees that VA will be irreparably harmed and injured by any violation, or threatened violation, of this Agreement by Vendor and, therefore, that VA shall be entitled to an injunction prohibiting Vendor from any violation or threatened violation of the terms of this Agreement.

12.2 If there is a breach or threatened breach by Vendor of any provision of this Agreement, VA shall be entitled to an injunction restraining Vendor from such breach and such other remedies to which VA may be entitled in law and/or equity.

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13. NOTICE.

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid telegram, telecopy, or first class mail, postage prepaid, registered or certified, as follows:

TO VENDOR:

Vendor's street address, city and state as provided on the signature page.

TO VA:

VeriTES Analytics Inc., Attn: Dispatch, PO BOX 650, Topanga, CA 90290

Either party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Section 13. Any notice given by mail as provided in this Section shall be deemed given on the third (3rd) business day following such mailing, and any notice given by telegram or telecopy as provided herein shall be deemed delivered on the business day following the delivery of such notice to the telegraph company for transmission or the next calendar day after written receipt of confirmation of the transmission of the telecopy.

14. ENTIRE AGREEMENT.

This Agreement contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No officers, employees or agents of any party hereto have any authority to make any representation or promise not contained in this Agreement, and each of the parties hereto agrees that it has not executed this Agreement in reliance upon any such representation or promise.

15. CAPTIONS.

All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise affect this Agreement.

16. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

17. MODIFICATION.

This Agreement may not be otherwise modified except by a writing signed by all parties hereto.

18. WAIVER.

No action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either party, shall be deemed to constitute a waiver by the party taking such action of the complete compliance with representations, warranties, covenants or agreements contained herein. No waiver shall be binding unless in writing and signed by the party making the waiver. A waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

19. ARBITRATION.

All claims, disputes, disagreements, causes of action, and controversies between the parties arising out of, caused by or connected with the performance or interpretation of this Agreement shall be resolved through binding arbitration by the American Arbitration Association at its Los Angeles, California office. Any judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. The Arbitrator(s) shall have the authority to make any award which could be made in a court of law. Each of the parties reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunction relief, or temporary protective order on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief. The arbitration award shall be in writing and specify the factual and legal bases for the award.

20. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that State without regard to conflicts of laws.

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21. PARTIAL INVALIDITY.

If any term(s) or provision(s) of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) to persons or circumstances other than those to which it is held invalid or unenforceable shall, at the option of the party affected thereby, not be affected thereby. Each and every term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. INTERPRETATION.

This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against either party as the drafter.

23. SUCCESSORS AND ASSIGNS.

This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto; provided that Vendor may not assign this Agreement to any person or company that is not currently on VeriTES's approved list of Vendors or Independent Contractors that perform professional services.

DATED: 06/16/2020 "VeriTES Analytics Inc."

By:  _____

I acknowledge that I have read all of the above information in full and fully understand all terms and conditions set forth in this Agreement.

DATED: _____ "VENDOR"

[Vendor's Printed Name]

[Vendor's Street Address]

[Vendor's Authorized Signature]

[Vendor's City, State, Zip]

[Vendor's Date of Birth mm/dd/year (if Independent Contractor)]

[Vendor's phone number]

[Vendor's (US) Tax ID Number or (US) Social Security Number or (Canadian) Social Insurance Number]

[Vendor's Mobile/Cell number]

[Vendor's Email Address]

[Additional cities Vendor is available to collect data in...]

All US and Canadian Vendors please fill out electronic form and submit, or print out, sign and date this Vendor IVA and send it to VeriTES Analytics Inc. with the W9 (US only) one of the following 3 ways:

- ➔ scan then email the IVA to info@verites-analytics.com or
- ➔ fax to toll-free fax number 1-800-443-6093 Attn: Dispatching or
- ➔ mail to: VeriTES Analytics Inc. Attn: Dispatching, PO BOX 650, Topanga, CA 90290

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form for:

Instead use Form:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner	2 Country of incorporation or organization
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3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Government
<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.	Country
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7 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.	Country
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8 U.S. taxpayer identification number (TIN), if required	9a GIIN	b Foreign TIN
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10 Reference number(s) (see instructions)

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.
- Participating FFI. Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any) _____

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- b** The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- Government
 - Tax exempt pension trust or pension fund
 - Other tax exempt organization
 - Publicly traded corporation
 - Subsidiary of a publicly traded corporation
 - Company that meets the ownership and base erosion test
 - Company that meets the derivative benefits test
 - Company with an item of income that meets active trade or business test
 - Favorable discretionary determination by the U.S. competent authority received
 - Other (specify Article and paragraph): _____
- c** The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):
 The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 14a above to claim a _____ % rate of withholding on (specify type of income): _____
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: _____

Part IV Sponsored FFI

- 16** Name of sponsoring entity: _____
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
 - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26** I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ .
The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27** I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a** I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b** I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a** I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans *(continued)*

- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

Part XXVII Excepted Inter-Affiliate FFI

- 41** I certify that the entity identified in Part I:
- Is a member of an expanded affiliated group;
 - Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
 - Does not make withholdable payments to any person other than to members of its expanded affiliated group;
 - Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
 - Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

- 42** Name of sponsoring entity: _____
- 43** I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

Part XXIX Substantial U.S. Owners of Passive NFFE

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

Sign Here

Signature of individual authorized to sign for beneficial owner

Print Name

Date (MM-DD-YYYY)

- I certify that I have the capacity to sign for the entity identified on line 1 of this form.