

**Burning Bulb Publishing
Motion Picture Distribution Contract**

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AGREEMENT

made this date _____ between _____

whose address is

_____ **U.S.A.**

and whose email address is

_____ (hereinafter called the Author);

and

GARY LEE VINCENT (DBA BURNING BULB PUBLISHING) and whose business mailing address is **P.O. BOX 4721, BRIDGEPORT, WV 26330-4721 U.S.A.** (hereinafter called the Publisher);

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

For a period of three years from the date of receipt of a finalized Production Master from the Author to the Publisher, the Author hereby grants and assigns to the Publisher the exclusive rights to publish/distribute in (select rights options below):

_____ Video on Demand (VOD) and/or

_____ Digital Video Disc (DVD) and BluRay Disc Manufactured on Demand (MOD)

formats in all countries of the world, a motion picture now entitled _____ (hereinafter called the Work), which title may be changed only by mutual consent in writing. Non-exclusive rights are renewed/granted on an annual basis in perpetuity until cancelled by written agreement as defined in Section 12 of this Agreement.

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The term “publish” includes the act of licensing the Work by the Publisher to a content provider for placement on a digital platform, or channel. Such activities may result in license agreements between Publisher and Content Provider/Channel/Agent that may extend beyond this agreement’s three-year representation period. Author acknowledges that he/she will honor deals made by the Publisher and these individual channel agreements (if applicable) even if the three-year term of this contract is expired and other distribution methods are pursued by Author once the exclusivity period is over. Likewise, the Publisher will continue to pay royalties as agreed upon herein for the duration of these licenses are in effect and royalties are being received, as applicable.

2. REPRESENTATIONS AND WARRANTIES

The Author represents that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright or previous distribution agreement. The Author shall hold harmless and indemnify the Publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

3. DELIVERY

The Author agrees to deliver to the publisher, a complete digitally mastered production of the Work in a format to be determined by the Publisher (hereinafter called the Production Master). A list of deliverables is attached as Exhibit A. If the Production Master has not been delivered within three (3) months after the date this agreement is signed the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author. Elements of the Exhibit may be omitted by mutual agreement with the remaining components still comprising a complete Production Master.

A closed caption file of the feature (mezzanine) is necessary for VOD distribution. If VOD distribution is sought and a closed caption file is not provided by the Author, Publisher may elect to create said file from a third-party captioning service of the Publisher’s choosing, such as Rev.com, for a fee not to exceed \$2.00 per minute. These fees will be recuperated from future royalties on the title.

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4. PUBLICATION

The Publisher agrees to publish the Work at its own expense not later than three months after receipt of delivery. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed eighteen months from the delivery of the completed work.

Digital copies of the Work will be distributed via a Video on Demand (VOD) model. Sales and royalty data will be derived from reports provided by the VOD fulfillment service(s).

Physical copies of the Work will be created as Digital Video Discs (DVDs) and BluRay Discs and distributed via a Manufactured on Demand (MOD) model (sometimes referred to as a Print on Demand (POD) model). Sales and royalty data will be derived from reports provided by the MOD/POD fulfillment service(s).

5. COPYRIGHT

If the work has already been copyrighted by the U.S. Library of Congress, the Author agrees to assign to the Publisher, full permission to use the work as specified under this agreement.

6. EDITING

The Publisher shall make no changes in, additions to, or eliminations from the Production Master without the consent of the Author, and in order to obtain such consent, shall submit the edited Production Master to the Author for his approval. The Author agrees to accept or reject the corrections within thirty (30) days of the receipt thereof by him.

Disc Authoring: An all-regions DVD .iso image and BluRay .iso image shall be created by the Publisher for retail consumption at no charge to the Author. It will contain no special features, just simple feature playback that has been quality assured for playability and professional retail presentation. If a special features disc is required, the Author shall provide the respective .iso images or request the Publisher subcontract this service. The Publisher currently contracts Allied Vaughn for this type of specialized mastering, and they charge \$650.00 US for DVD special features authoring and \$850.00 US for BluRay special features authoring. If both Author wishes that a special features disc in either or both formats be created and does not have the capability to do this in house, Author will need to prepay for the mastering work requested to the Publisher prior to release, who will in-turn liaison with mastering agency with the order.

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7. ROYALTIES AND LICENSES

The Publisher shall pay to the Author or his duly Authorized representatives, the following advances and royalties:

(a) Eighty percent (80%) of the net proceeds from the sale of Work from VOD and DVD/BluRay MOD sales channels.

(b) Eighty percent (80%) of the net proceeds of any license granted to another Publisher, Distributor, etc. to bring out a reprint or variant edition of the Work.

(c) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

“Net proceeds” shall be defined as all sales and revenue received by Publisher related to the Work, less reasonable operating costs. These costs are typically fulfillment costs that occur at the business-to-business level and charged by the fulfillment partners (such as manufacturing, shipping, handling, warehousing expenses, in the case of DVD and BluRay MOD sales; and service fees charged by streaming services and/or listing agents for VOD content, but are not incurred upfront by either Author or Publisher, but taken from the gross amount of the sale first by the fulfillment partner and whose net amount minus these costs are then forwarded to the Publisher). It is this net amount that royalties are paid as described parts “a” and “b” of this section.

No taxes will be withheld from the royalty payments, however, if the Author is based in the United States of America, the Publisher is required by law to report royalties to the Internal Revenue Service and is required to maintain a W9 for the Author for such purposes. A substitute W9 is included in this Agreement in Exhibit B.

The Author or his duly Authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

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8. OVERPAYMENT

In all instances in which the Author shall have received an overpayment of monies under the terms hereof, the Publisher may deduct such overpayment from any further sums payable to the Author in respect to the Work.

9. NOTIFICATION AND PAYMENT FOR SYNDICATION (IF APPLICABLE)

The Publisher agrees promptly to advise the Author of the terms of any contracts entered into for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is one hundred dollars (\$100.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of the Publisher, and a copy thereof will be furnished the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him upon receipt by the Publisher.

10. AUTHOR'S COPIES

Author has the right to purchase physical copies (DVD/BluRay Discs) of the Work at a wholesale price from the Publisher in any quantity. These will be retail units, professionally manufactured and shrink-wrapped. The wholesale price to be determined based on media format, quantity, and manufacturer used.

11. STATEMENTS AND PAYMENTS

A Producers' Reports section is available on the Publisher's website (www.BurningBulbPublishing.com) where all deposits are reported from the various distribution partners that the Publisher uses to distribute/publish the Work through. Some entities report monthly, while others are quarterly or semi-annually. These depository reports will be published as received to this website for inspection. Also, such statements can be provided via email on request.

Payments are made in \$1000 minimums based on monthly, quarterly, or semi-annual time thresholds. However, if a royalty is still less than \$1000 once six-months have passed it shall be paid in full semi-annually on January or July of each year based on the prior six-months of receivables regardless of the amount.

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12. REVERSION AND TERMINATION

(a) At any time after three years from the date of first publication, but not before, the Publisher may on three months' notice in writing to the Author or his representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period. Author may, likewise, request that the title be pulled from the Publisher's catalog **or** grant non-exclusive rights to Publisher to continue publishing Work with the compensation structures described in Paragraph 7.

(1) If the Publisher is successful in landing placement of the Work during the exclusivity window, all parties agree that these placements and royalties earned from them will stay in play for no less than three additional years to allow these arrangements to be fully honored and monetized.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 13 hereof provided, this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 13 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

13. BANKRUPTCY AND INSOLVENCY

If a petition in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency

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Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

14. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries of the Work (i.e., trailers or promotional shorts), thereof, not to exceed 10 minutes in length.

15. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

16. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the state of West Virginia, USA, and the county of Harrison unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

17. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by registered mail.

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18. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

19. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

20. DOCUMENTS

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to re-vest all such rights in the Author.

21. LAW

This agreement shall be construed in accordance with the laws of the state of West Virginia.

22. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

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23. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

24. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

AUTHOR

DATE

PUBLISHER

DATE

EXHIBIT A – LIST OF DELIVERABLES



VIDEO ON DEMAND (VOD) DIGITAL ASSET DELIVERY GUIDE

Welcome to Burning Bulb Publishing's VOD Digital Delivery Guide. In order for us to serve you best, please take the time to read through this entire guide. It will help you prep your digital assets for submission on multiple platforms. If you have any questions we will be happy to assist you.

NOTE:

Titles may be rejected by some platforms if we do not receive your assets in the correct formats.

REQUIRED VIDEO CODEC:

- Apple ProRes 422 & 422 HQ (not LT, Proxy, 4444, XQ or any other)
- Avid DNxHD (min. 145 for 1080p, 80 for 720p, 60 for SD)

REQUIRED FILE FORMAT:

Please supply both formats:

- mov, mp4 H264 Max 1TB file size
- Do not over compress .mov. File size should be around 100gb for a 90 minute movie

PLEASE PREPARE YOUR PRORES 422 AND H264 (AVC) FILES WITH THE FOLLOWING SPECS:

Clean video content, **please remove** all of the following from your .mov and mp4.

- Video MUST start and end on 1 second EXACTLY of silent black video
- NO Links, URLs or Promos (e.g. websites, Facebook, coming soon dates, available to download)
- NO Burned-in subtitles or Watermarks
- NO Head build (color bars, slate, MPAA/FBI cards, test-tone, pre-roll, post-roll.)
- NO Tail material (textless, value-add material)
- NO Letterboxing or Pillarboxing
- NO blended frames, ghosting
- Square pixels REQUIRED (do not squash or stretch video)

ALL FILES SHOULD HAVE:

- Width min. 640 pixels. Original resolution. (Do not upscale or downscale)
- Original framerate: 23.976, 24, 25, 29.97 or 30. (Do not convert framerate unless the source is not a supported one, for example, do convert 59.97/60 fps to 29.97/30 fps.)
- Channel 1 or 2 stereo sound preferred
- Timecode track start at 00:00:00:00
- Bitrates for all video files must exceed 15 Mbits/s for HD, 50 Mbits/s for UHD/4k.

AUDIO:

- PCM: min. 48 kHz 16 Bit
- AC-3, AAC, or MP3: min. 128 kbps (stereo)
- Separate video files for each dubbed language that the film is available in.

CHANNEL LAYOUT:

- Stereo (Lt Rt) is required. We also support any additional audio stream and channel configuration including all surround formats. With surround audio, discrete Lt Rt audio is required in addition.
- If the title is or was ever available in surround, we require surround plus Lt Rt tracks.

ADDITIONAL AUDIO TRACKS:

- Add any additional audio tracks – such as commentary, M&E (Music & Effects) – as interleaved in separate streams. Embed the Primary audio must be the first stream. Also, explain the streams in the video's notes field.

TRAILERS:

- In addition to the requirements above (Codec, Resolution, etc.):
- Burned-in English subtitles for non-English dialog required
- Max. 6 min, recommended 2:30 or less
- Only 1 trailer

VIDEO AND ARTWORK SERVICES:

- BBP can help you with edits or creation of MP4's, artwork, minor tweaks to mov files.
- Please contact your Onboarding Specialist for more information. You can request a rate card for pricing on fixes and services needed for your VOD assets.

ARTWORK ASSETS

CHECKLIST OF REQUIRED ASSETS:

Because of the potential to submit your title to multiple platforms we need a handful of graphics in different sizes.

We require all assets to be at 72dpi except the *1:4, which needs to be 96dpi in .jpg format. **PNG's are NOT accepted.**

Please use our PhotoShop PSD template for your assets configurations.

REQUIRED VOD ART FILE SIZES:

- o 16:9 (1920x1080 px)
- o 16:9 Still Shot No Text (1920x1080 px)
- o 1:4 (988x1408 px) *at 96dpi
- o 2:1 (1920x960 px)
- o 2:3 (1400x2100 & 2700x4050 px)
- o 3:1 (3000x1000 px)
- o 3:2 (1280x853 px)
- o 3:4 (1575x2100 px)
- o 4:3 (1600x1200 px & 1920x1440 px)
- o 9:16 (2100x2700 px)
- o 16:6 (2048x768 px)
- o Thumb: (214x306 px)
- o 1440x810 px
- o 1920x2560 px
- o 2000x3000 px
- o 2560x1920 px
- o Key Poster & Landscape Art .PSD in layers/title separate from background.

A 5% GUTTER IS REQUIRED ON EACH SIDE OF EACH ASSET



LAYOUT REQUIREMENTS



Please name your assets the full title name with NoSpaces_ratio_pixelsize.jpg

- o EXAMPLE: BillsTango_16x9_2048x1152.jpg

DO'S AND DON'TS WHEN SETTING UP YOUR ART ASSETS:

- Do keep titles within content safe areas guidelines are in the template.
- Do make sure your title is clearly visible and legible.
- Do keep imagery consistent (same key art and title logo throughout).
- Do keep your image assets as clean and legible as possible.
- Do not use different images as backgrounds between assets.
- Do not use multiple boxed images in one asset.
- Do not stretch or squish your artwork to fit the desired size of the asset.
- Do NOT have any text other than the title on your artwork.
e.g. **NO actor names, NO laurels, NO billing list, NO subtitle/tagline**

CUE POINTS FOR AD BREAKS

Cue Points are used on Ad Supported VOD platforms to inform the platform where to place breaks for a set of short ads. These are delivered as Time Code positions as part of the metadata (Hours:Minutes:Seconds:Frames). They should occur at natural breaks in the script as much as possible. Generally they are spaced out more on the end of the feature and are slightly more condensed towards

CHAPTER & AD BREAKS:

- Chapter and Ad Breaks are required and only apply to the main video (not to trailers or other videos). These are just timestamps and should not be in the main video file.
- No ad breaks in the first or last 5 minutes. After the first ad break, ad breaks must be every 8-12 minutes. Your first chapter break can be at any point after 5 minutes.
- Chapter 1 always starts at timecode 00:00:00:00.
- For titles less than 20 minutes, only 2 ad breaks are allowed.
- For titles less than 10 minutes, no ad break is allowed. Enter only “00:00:00:00”
- All time codes must be frame-accurate.
- Frames in the time codes must match the video’s frame rate, or you will not be able to save. For example, entering “27” as FF for a 24 fps video is invalid.

BEST PRACTICE FOR AD BREAKS:

- It is best to place an ad break after a scene’s end or before a major lighting change.
- Try to avoid placing ad breaks in the middle of a monologue, dialogue, or action sequence.

FULL FEATURE:

- First 10 mins. - No cue points
- 60 to 75 mins. - 6 - 8 cue points
- 76 to 90 mins. - 7 - 9 cue points
- 91 to 105 mins. - 8 - 10 cue points
- Over 105 mins. - Cue points every 10 minutes over 105 mins.

SHORT FORM CONTENT:

- 22 mins TRT - 2 cue points
- 22 to 30 TRT - 3 cue points
- 31 to 45 TRT - 4 cue points
- 46 to 60 TRT - 5 cue points
- Over 60 TRT - Refer to “Full Feature” Cue Point requirements

CUE POINTS INPUTTED IN THE METADATA SHOULD BE INPUTTED EITHER:

- SMPTE format = HH:MM:SS;FF
00:00:00.000 or 00:00:00:00

EXAMPLE:

Name	Time	Thumbnail time
Introduction	00:00:00:00	00:02:01:05
Michael Meets Tiffany	00:05:41:17	00:07:11:05
Meet the Sumners	00:13:19:23	00:14:06:28
On The Run	00:23:49:07	00:25:15:27
The Trials Begin	00:31:57:18	00:32:38:28
Before and After	00:41:23:00	00:43:50:03
Rhonda's Story	00:49:23:23	00:53:31:08

CUE POINT & CLOSED CAPTION SERVICES:

- BBP can help you set Cue Points, fix or create CC files for your titles.
- Please contact your Onboarding Specialist for more information. You can request a rate card for pricing on fixes and services needed for your VOD assets.

SUBTITLE REQUIREMENTS

English captions for the deaf or hard of hearing (“SDH”) are **required** for every English-language title submitted. **English subtitles** are **required** for all non-English-language titles. Other subtitles in any language are accepted alongside the required English. Please adhere to the technical, content, and stylistic specifications below.

ACCEPTED FILE FORMATS:

- SubRip (.srt) files in plain UTF-8 encoding
- Scenarist Closed Captions (.scc) files
 - Encoded framerate **must exactly match your video file’s framerate.**

CONTENT REQUIREMENTS:

- Subtitles must remain in sync with dialogue at all times. NO drifting or desync.
- All dialogue must be subtitled, including song lyrics and unintelligible dialogue.
- All dialogue must be accurately subtitled. NO paraphrasing or removing words.
- Subtitles must have correct spelling and punctuation throughout.
- For English SDH captions, **speaker identification and atmospheric must be included.**
 - Atmospheric are descriptions of non-dialogue sounds. *Ex. (car engine revs), (door slams), (gunshot), (phone rings), (coughing), (laughing), (soft jazz music), (romantic music swells), (high-pitched tone), (footsteps get louder), (music ends)*
 - Atmospheric should be added when a sound is important to the story, the setting, or tone.
 - Speaker identification is usually a prefix to indicate which character is speaking if they are offscreen or it is unclear who is speaking visually. *Ex. JOHN: Lorem ipsum dolor sit amet.*
- When subtitled films in a language different than the original, titles and important text must also be translated in the subtitles. *Ex. below:*



STYLE REQUIREMENTS:

- Maximum of 43 characters per line.
- Minimum gap of 65 milliseconds between subtitles.
- Subtitle duration must be longer than 800 ms, but shorter than 8000 ms.
- Maximum of 2 lines per subtitle.
- Unbreak subtitles must be shorter than 43 characters.
- Words **must be italicized** if they are:
 - A word or phrase that is in neither the verbal or subtitled language.
 - A work of art (e.g. sculptures, paintings), album, book, film, video games or program titles (use quotes for song titles).
 - Recited poetry or spoken song lyrics
 - Narration or a voiceover
 - Dialogue coming from a television, radio, speaker, recording, or telephone (as opposed to a character)

MUSIC SUBTITLING REQUIREMENTS:

- If content timing allows, songs should be introduced in subtitles by song name and artist. *Ex. [“Moonlight Sonata” by Ludwig van Beethoven plays]*
- Lyrics should be italicized and have a music note (♪) at the beginning and end of each subtitle.

MIXED LANGUAGE TITLE REQUIREMENTS:

- If English is the **primary** audio language, burn in English subtitles for all the non-English dialogue, and provide a separate English CC file that excludes the burned-in lines.
- If English is a **secondary** audio language, provide the main video without burned-in subtitles, and have a complete English closed caption file (ALL dialogues + atmospheric). In addition to that, it’s recommended that you also upload two additional English text tracks:
 - English subtitles for ONLY non-English dialogue, no atmospheric
 - English closed captions for ONLY English dialogue plus atmospheric

EXHIBIT B – SUBSTITUTE W9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number	
-	-
or	
Employer identification number	
-	-

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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