

NYC BIGAPPS COMPETITION

AFFIDAVIT OF ELIGIBILITY AND RELEASE

Prize:	Popular Choice Award – Second Prize
Submission:	Bookzee
Contestant:	Fernando Guillen
Other Team Members:	Mike Cavaliere, Veronica De la peña, Timothy Murry, Michael Boski, Will Schenk
Prize Amount:	\$1,500
Share of Prize Amount:	\$250

This Affidavit of Eligibility and Release (“Affidavit”) confirms the agreement between you, the Contestant identified above, and New York City Economic Development Corporation (“NYCEDC”) and the New York City Department of Information Technology & Telecommunications (“DoITT”) regarding your participation in the *NYC BigApps Competition* (the “Competition”) as outlined at www.nycbigapps.com/rules and in Exhibit A (the “Official Rules”).

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Official Rules, except as such terms are otherwise defined above to identify the particular Contestant, Submission, Prize, Prize Amount, Other Team Members and Share of Prize Amount specific to this Affidavit.

I, _____, the Contestant, being duly sworn, depose and say:

I am ____ years of age, and I reside at: _____.

I am submitting this Affidavit to NYCEDC AND DoITT, the Sponsors of the Competition, with the understanding that it will be relied upon to determine whether I and, if applicable, the Other Team Members identified above, are entitled to receive the above described Prize, Prize Amount and Share of Prize Amount for the above described winning Submission in the NYC BigApps Competition.

I understand and agree that the award of the Prize, the Prize Amount and the Share of Prize Amount for the Submission is subject to the terms and conditions in the Official Rules. I further understand and agree that the Prize Amount will be divided equally among myself and the Other Team Members identified above who, together with me, registered as team members at the time of entry, if any, and that my share of the Prize Amount is the Share of Prize Amount indicated above.

I represent that I have read, fully complied with, and will continue to comply with, all of the Official Rules of the Competition posted at www.nycbigapps.com/rules and attached to this Affidavit as “Exhibit A;” that all of the information I have provided and will provide to the Sponsors has been and will be true, accurate, and complete including, without limitation, the attached Form W-9; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Competition or claiming the Prize and the Share of Prize Amount; and that I have not sought to influence the outcome of the Competition other than by participating in the Competition as expressly permitted in the Official Rules.

As a condition of acceptance of the Prize, I, myself and my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Parties") hereby release, waive, discharge, absolve, agree to hold harmless and covenant not to sue the Sponsors, ChallengePost, Inc., The City of New York, the judges of the Competition, and their respective parents, subsidiaries, affiliates, suppliers, accounts, distributors, marketing agencies, promotional agencies, advertising agencies, successors, assigns and their respective directors, officers, employees, agents, independent contractors, officials and representatives (the "Released Parties"), from and for any and all actions, suits, claims and demands of any kind whatsoever (whether in law or equity), which I, my heirs, executors, administrators and assigns, had, now have or hereafter may have, by reason of any matter connected in any way with the Competition including, but not limited to, the awarding of the Prize, the Prize Amount and the Share of Prize Amount, any loss or damage to the Prize, the Prize Amount and the Share of Prize Amount, any actions for personal injury, death or loss or damage to property in connection with the receipt and use of the Prize, the Prize Amount and the Share of Prize Amount or while preparing for, participating in, and/or traveling to any Prize-related activity, or any claims based on publicity rights, defamation, invasion of privacy or merchandise delivery.

I represent and warrant that I was an eligible entrant of the Competition as of the date that I entered this Competition and that I am an eligible entrant of the Competition as of the date of this Affidavit.

I hereby agree that the Sponsors and The City of New York will maintain a royalty free license to use the Submission, which uses shall include, without limitation, the following uses:

- A. post my Submission on www.nycbigapps.com and make it publicly available for 12 months following the Submission deadline which was December 8, 2009; and
- B. utilize for noncommercial purposes submitted versions of applications for a period of 12 months following the Submission deadline.

I agree to continue providing access to my Submission through the URL(s) submitted in connection with the Competition and to provide the Sponsors with updated URL(s) or anything else required to exercise the licenses granted.

As provided in the Official Rules of the Competition, I hereby agree to be responsible for all federal, state and local taxes on the Share of Prize Amount.

I hereby grant to the Sponsors and their agents and assigns, without limitation, permission to use my name, photograph, likeness, statements, biographical information, voice and address (city, state and country), and project name, company summary and product or service description on a worldwide basis and in all forms of media, in connection with the Competition.

I hereby represent and warrant that all materials submitted to the Competition are wholly original material developed by me and my team members; do not violate any copyright, trademark or other applicable law; and do not, to the best of my knowledge, constitute a defamation or invasion of the right of privacy or publicity, or an infringement of any kind, of any rights of any third party. To the extent that any materials submitted on behalf of me or my team incorporates non-original material, I represent and warrant that copies of all necessary permissions and clearances, in writing, for the use of such non-original material have been obtained. I agree to defend, indemnify and hold harmless the Released Parties against any damage or liability arising out of the infringement, unauthorized use, or any other cause of action arising out of the use of any such material.

I acknowledge and agree that the Competition and this Affidavit and the parties' respective rights and obligations in connection therewith will be governed and construed under the laws of the State of New York without application of its conflict of laws principles.

I agree to return immediately upon demand to the Sponsors the value of any Prize, Prize Amount or Share of Prize Amount that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

I represent and affirm that this Affidavit does not conflict with any other commitments or obligations on my part. I agree that this Affidavit supersedes all prior negotiations and understandings between myself and the Sponsors relating to the rights granted herein and that no provision of this Affidavit can be modified by any other instrument or document unless in writing and signed by me and the Sponsors.

I represent that my acceptance and endorsement of any check for the Share of Prize Amount shall evidence my receipt of such Share of Prize Amount and shall constitute certification by me that the representations and warranties made by me in this Affidavit are true as of the date of such acceptance and endorsement.

I have been given a full opportunity to review and analyze this Affidavit. I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely and knowingly.

Date

Signature

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

EXHIBIT A

NYC BigApps Competition - Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Introduction

The NYC BigApps Competition (the "Competition" or "BigApps") is a joint initiative of New York City Economic Development Corporation and the New York City Department of Information Technology & Telecommunications. BigApps is intended to provide recognition to individuals, teams of individuals, corporations and nonprofit organizations (collectively, "Contestants") for developing innovative software applications that utilize City of New York ("City") data available on the NYC.gov Data Mine at www.nyc.gov/data ("City Data"). The goal of the Competition is twofold: (1) to stimulate the development of applications that improve access to information and government transparency, making it easier and more fun to visit, live and work in the City; and (2) encourage innovation and the creation of new intellectual property with commercial potential by individuals, startups and small businesses and organizations.

1. Eligibility

The Competition is open only to: (1) residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old as of at the time of entry (or teams of eligible individuals); (2) and corporations or organizations that are domiciled in the United States, incorporated at the time of entry and employ fewer than fifty (50) people at the time of entry. Individuals submitting on behalf of corporations and nonprofit organizations must meet the eligibility requirements for individual Contestants. An individual may join more than one team, corporation or nonprofit organization. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of the City, New York City Economic Development Corporation, New York City Department of Information Technology & Telecommunications, ChallengePost, Inc., and the judges or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Competition and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible (excluding the people competing for the City Talent Award).

Eligibility for the City Talent Award set forth below in Section 6. The Competition is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors and Administrator's decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsors and Administrator

Sponsors: (1) New York City Economic Development Corporation, 110 William Street, New York, NY 10038; (2) and New York City Department of Information Technology & Telecommunications, 75 Park Place, 9th Floor, New York, NY 10007. Administrator: ChallengePost, Inc., 425 W. 13th Street, Suite #504, New York, NY 10014.

3. Competition Submission Period

The Competition Submission Period begins on October 6, 2009 at 5:00 PM Eastern Standard Time ("EST") and ends on December 8, 2009 at 5:00 PM ET (the "Competition Submission Period"). Administrator's computer is the official time keeping device for this Competition.

4. How to Enter

Registration: During the Competition Submission Period, visit www.NYCBigApps.com and register. Registration is free. To register you must visit <http://www.nycbigapps.com/register> and complete the form. After you register you must verify your email address via the registration email sent to the email entered in the registration form. Registered Contestants will then be able to enter a submission ("Submission").

Submission Objectives: Submissions should be applications designed to: (1) utilize City data to make it easier to live, work or play in NYC; (2) improve access to and dissemination of information; (3) provide visualization, analytics, data analysis, ease of use and free access to City data for all individuals and entities; (4) interact and/or interface with web or mobile applications; and (5) be based on a platform that is broadly accessible to the public.

Submission Requirements: Submissions must be software applications that use at least one of the data sources or content from NYC.gov Data Mine <http://nyc.gov/data>. Submissions can be any kind of software application, be it for the web, a desktop computer, a mobile handheld device or any software platform broadly available to the public.

If the software application is not accessible by the Administrator and Judges for review purposes via the web with a URL, a link to a video of the working application may be submitted. In such case, the Administrator has the right to request access to the application in person or via any reasonable manner to verify any criteria about the software application.

Additional Restrictions: Submissions which in Sponsors and/or Administrator's sole discretion are determined to be substantially similar to a prior entry will be disqualified. Contestants must comply with the Terms of Use of the NYC.gov Data Mine at www.nyc.gov/data. Failure to do so could result in disqualification from the Competition. Applications may combine City Data with other non-City data, provided the Contestant is authorized to distribute the non-City Data through a free, publicly available application. There may be limited changes (updating or refreshing) to the

existing data sets. No new data sets will be added after October 6, 2009 until the submission deadline has passed. As stated below in the section that outlines judging criteria, Submissions are not being judged on whether the data is the most current but on how the Contestant utilized the data type. Submissions must be original, be the work of the Contestant, not have been entered in any other competition or violate the rights of other parties. Submissions containing any matter which in the sole discretion of the Sponsors, Administrator and Judges is indecent, defamatory, in obvious bad taste, which demonstrates a lack of respect for public morals or conduct, or which adversely effects the reputation of the Sponsors will not be accepted. If the Sponsors, Administrator or judges, in their discretion, find any Submission to be unacceptable, then such Submission shall be deemed disqualified. Contestant must represent and warrant that they own and developed the application they are submitting and the Submission is free of malware and does not violate the rights of any third party. If any functionality or text of a Submission is in a language other than English, the Submission must be accompanied by an English translation of that text. Submissions will not be returned.

Submission Rights: Contestants will own the intellectual property rights to submitted applications but the City will maintain a royalty free license to, without limitation:

- Post the Submissions on www.NYCBigApps.com and make them publicly available for the course of the Competition and 12 months after the conclusion of the Competition Submission Period; and
- Utilize for noncommercial purposes submitted versions of applications for a period of 12 months following the Submission deadline.

5. Display of Submissions and Public Voting

Submissions will be posted on www.NYCBigApps.com on a rolling basis after being screened by the Administrator for basic functionality. All Contestants will have equal access to Submissions posted on the website. Non-Contestants interested in the Competition are also encouraged to register on www.NYCBigApps.com. Registration will be required in order to receive updates on the Competition and vote for the Most Popular Application. Registered visitors will be able to vote for their favorite Submission. The public voting will take place between December 15, 2009 at 12:00 PM EST and January 7, 2010 5:00PM EST. Public voting will determine the winner of the grand prize and second prize "Popular Choice Application" awards. Each registered visitor is able to place one (1) vote for their favorite Submission.

6. Winner Selection

The Submissions will be judged by the following individuals: Dawn Barber (NY Tech Meetup), John Borthwick (Betaworks), Jason Calacanis (Mahalo), Carole Post (NYC Department of Information Technology & Telecommunications) (Carole Post will recuse herself from all judging for the City Talent Award), Esther Dyson, (EDventure), Lawrence Lenihan (FirstMark Capital), Kevin Ryan (Gilt Groupe), Danny Schultz (DFJ Gotham Ventures), and Fred Wilson (Union

Square Ventures). The judging panel may change without advance notice at the Sponsors or Administrator's sole discretion. A judge may elect to recuse him or herself from judging a Submission, if in the judge's sole discretion it is not appropriate for him or her to judge that particular Submission because of a past or current relationship with that particular Contestant. A Submission will not be at a disadvantage if a judge(s) recuses him or herself. Judges will be fair and impartial. Decisions of the judging panel will be final. Odds of winning depend on the number of eligible Submissions received and the quality of submitted Submissions. The approximate dates for the judging are between December 15, 2009 and January 7, 2010. Judging will be completed on or about January 15, 2010. The judging panel will judge each Submission on the following five criteria: (1) Usefulness to residents, visitors and City government; (2) Inventiveness and originality; (3) Visual appeal and usability; (4) Effectiveness in increasing access to information and improving government transparency; and (5) Potential for commercialization. There are four different categories of prize winners. Different weights for the five criteria above will be applied for the different categories as follows:

Best Overall Application

Percentage	Criteria
20%	Usefulness to residents, visitors and City government
20%	Inventiveness and originality
20%	Visual appeal and usability
20%	Effectiveness in increasing access to information and improving government transparency
20%	Potential for commercialization

The eight (8) Contestants whose Submissions earn the highest overall score will win the prizes identified below in section 9. In the event of a tie, winner will be selected based on the criteria described in (1), then (2), then (3), then (4) and finally (5).

Investor's Choice

Percentage	Criteria
20%	Usefulness to residents, visitors and City government
10%	Inventiveness and originality
10%	Visual appeal and usability
10%	Effectiveness in increasing access to information and improving government transparency
50%	Potential for commercialization

The one (1) Contestant whose Submission earns the highest overall score will win the

prizes identified below in section 9. In the event of a tie, the winner will be selected based on the criteria described in (5), then (1), then (2), then (3) and finally (4).

Data Visualization

Percentage	Criteria
10%	Usefulness to residents, visitors and City government
20%	Inventiveness and originality
50%	Visual appeal and usability
10%	Effectiveness in increasing access to information and improving government transparency
10%	Potential for commercialization

The one (1) Contestant whose Submission earns the highest overall score will win the prizes identified below in section 9. In the event of a tie, winner will be selected based on the criteria described in (3), then (2), then (1), then (4) and finally (5).

City Talent Award

Percentage	Criteria
20%	Usefulness to residents, visitors and City government
20%	Inventiveness and originality
20%	Visual appeal and usability
20%	Effectiveness in increasing access to information and improving government transparency
20%	Potential for commercialization

The one (1) Contestant whose Submission earns the highest overall score will win the prizes identified below in section 9. In the event of a tie, winner will be selected based on the criteria described in (1), then (2), then (3), then (4) and finally (5).

Eligibility Requirement Exclusively for the City Talent Award: Submission must be made by a full-time or part-time employee of the City or of the New York City Economic Development Corporation and/or their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee. Additional restrictions: (1) the Submission must be made by an employee, relative (spouse, parents and step-parents, siblings and step-

siblings, and children and step-children) or household member (people who share the same residence at least three (3) months out of the year) of a person employed by the City or NYCEDC at the time the Submission is entered; (2) if submitted by an employee of the City or NYCEDC, the Submission must have been prepared outside the scope of the employee's employment by the City or NYCEDC and must not consist of an application or materials that the employee could reasonably expect to be required to prepare in the course of his or her duties as an employee of the City or NYCEDC; and (3) the Submission by the employee, relative or household member must not be based on data or materials to which the employee (or employee to whom the Contestant is related or with whom the Contestant resides) has access in the course of his or her City or NYCEDC employment, or data or materials submitted to the NYC Data Mine URL by the department, agency or office of the City or NYCEDC by which the employee is employed.

Popular Choice Application

Will be based solely on the on the voting of registered visitors. If there is a tie between one or more Submissions for the Popular Choice Application (Grand Prize) and/or Popular Choice Application (Second Prize) the prize will be split equally amongst the tied Contestants.

7. ALL POTENTIAL COMPETITION WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS AND/OR ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION.

8. Verification of Potential Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, telephone, or mail after the date of the judging. The potential winners will be required to sign and return to Sponsors, within Ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a competition prize is disqualified for any reason, Sponsors may award the applicable prize to an alternate winner who had the highest score remaining of the eligible entries.

9. Prizes

Winner	Prize	Quantity
Best Overall Application - Grand Prize	\$5,000	1
Best Overall Application - Second Prize	\$2,500	1
Best Overall Application - Third Prize	\$1,000	1
Best Overall Application - Honorable Mention	\$500	5
Investor's Choice Application - Grand Prize	\$2,500	1
Data Visualization Application - Grand Prize	\$2,500	1
City Talent Award	0	1
Popular Choice Application - Grand Prize	\$2,500	1
Popular Choice Application - Second Prize	\$1,500	1

All winners will receive an invitation to dinner with the current Mayor of New York City, Michael Bloomberg.

Winners are responsible for all taxes and fees associated with prize receipt and/or use. No single Contestant or individual can receive aggregate cash prizes in excess of \$5,000. If a team of individuals, a corporation or a nonprofit organization is selected as a prize winner, the prize will be awarded to the group and it will be up to them to split the prize.

10. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsors, Administrator and/or the Competition judges which are binding and final in all matters relating to this Competition; (b) release and hold harmless the Sponsors, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Competition, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsors and Administrator from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an

entrant's participation in the Competition and/or entrant's acceptance, use or misuse of prize.

11. Publicity

Except where prohibited, participation in the Competition constitutes winners' consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsors and Administrator reserve the right to cancel, suspend and/or modify the Competition, or any part of it, if any fraud, technical failures or any other factor beyond Sponsors and/or Administrator's reasonable control impairs the integrity or proper functioning of the Competition, as determined by Sponsors and/or Administrator in their sole discretion. Sponsors and/or Administrator reserve the right in their sole discretion to disqualify any individual or Competitor it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors and/or Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsors and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Competition or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Competition. No more than the stated number of prizes will be awarded.

14. Disputes

Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, other than those concerning the administration of the Competition or the determination of winners, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded, shall be resolved exclusively by the

United States District Court or the appropriate New York State Court located in New York County, New York; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

15. Privacy

Sponsors collect personal information from you when you enter the Competition. The information collected is subject to <http://www.nycbigapps.com/privacy-policy>.

16. Competition Results

For Competition results go to www.nycbigapps.com.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

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

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

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