

2023 PBR RIDER MEMBERSHIP APPLICATION AND CONTESTANT AGREEMENT FOR THE 2023 PBR COMPETITION SEASON

PLEASE READ THIS SUMMARY PAGE BEFORE COMPLETING
THE ATTACHED RIDER MEMBERSHIP APPLICATION AND CONTESTANT AGREEMENT

Note: You must be age 18 TODAY to be eligible to apply TODAY.

TYPES OF PBR RIDER MEMBERSHIP

If your application is accepted, you will be a “PBR Member”. PBR’s Competition Department will designate your PBR rider membership status (“PBR Rider Membership”) as described below:

- **‘Permit Membership’** is given to newly accepted PBR Membership applicants and 2023 Permit Members or Card Members who did not earn at least US\$2,500.00 in PBR-sanctioned, or approved events in the 2023 PBR Competition Season.
- **‘Card Membership’** is given to 2023 Permit Members who have earned at least US\$2,500 in PBR-sanctioned, or approved events in the 2023 PBR Competition Season. To be clear, any Card Member not winning at least US\$2,500.00 in PBR-sanctioned, or approved events in the 2023 PBR Competition Season will return to Permit Member status in the 2023 PBR Competition Season.

HOW TO APPLY FOR PBR MEMBERSHIP

Completely fill out, initial and sign the entire 2023 PBR Rider Membership Application and Contestant Agreement and the attachments including the Membership Oath. You will also need to pay your 2023 PBR Rider Membership Dues (currently US\$520.00 for **Permit** and **Card Membership**), when you submit your 2023 PBR Rider Membership Application and Contestant Agreement.

WHAT HAPPENS NEXT

You become a PBR Member only when PBR’s Competition Department accepts your 2023 PBR Rider Membership Application and fee. Note that PBR membership does not make you an employee of PBR. Nothing in this Agreement or your dealings with PBR creates an employer/employee relationship.

MEMBERSHIP GENERAL TERMS

Membership can be denied to you or withdrawn, suspended, cancelled, or membership type changed at any time by PBR. Fines and other measures, including but not limited to, membership cancellation/suspension can be imposed on you for violation of any Membership Rules, Membership Oath, or any other terms governing your behavior or participation in PBR Events and activities while a PBR Member.

2023 PBR COMPETITION SEASON

For purposes hereof, the “2023 PBR Competition Season” shall include any Unleash the Beast and Velocity Tour events held in November and/or December of 2022, and all PBR Events (as defined herein) held in 2023.

2023 PBR WORLD FINALS

Points earned by you at certain PBR-sanctioned or approved Events as a PBR Permit Member or Card Member during the 2023 PBR Competition Season will count toward qualification for the 2023 PBR World Finals, but only if you are a Member in good standing for the entire 2023 PBR Competition Season.

PBR EVENTS

In this 2023 PBR Rider Membership Application and Contestant Agreement, a “PBR Event” means a PBR Unleash the Beast Tour, PBR World Finals, PBR Team Series, Challenger Series, PBR Pendleton

Whisky Velocity Tour, PBR Touring Pro Division, PBR Global Cup USA, and/or related activities or events, any other western lifestyle events or activities sanctioned, approved or affiliated with or by PBR. PBR reserves the right to cancel, delay, modify, or postpone any PBR Event(s) at any time for any reason in its sole discretion.

FOR MORE INFORMATION

If you have any questions about PBR Membership, please call +1-719-242-2865



PROFESSIONAL BULL RIDERS, LLC
2023 PBR Rider Membership Application

Office Use Only:

This Application must be completed and submitted to Professional Bull Riders, LLC in person, by post/mail (101 West Riverwalk, Pueblo, CO 81003), by fax (+1-719-242-2767), or by email (RBeltramo@pbr.com) with this Application as a PDF attachment. YOU MUST SEND COPY OF DRIVER'S LICENSE and PASSPORT, if you have one, or other valid government issued PHOTO IDENTIFICATION.

Name:

<i>Last</i>	<i>First</i>	Middle	<i>Ride As:</i>
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Mailing Address: _____

Street, RR or Post Office Box _____

City	State	Zip
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Hometown City and State (if different then mailing address): _____

Phone Number: _____ Fax Number: _____

Cell Phone: _____ E-Mail: _____

Country of Citizenship: _____ If not a US Citizen please include a copy of your Permanent Resident Card or Valid Visa

SSN or TIN: _____ **(Please include a copy of your Social Security Card or TIN)**

Birth Date: _____ Height: _____ Weight: _____ Marital Status: _____

Jacket Size _____ Jean Size _____ Boot Size _____ Dress Shirt Size _____

Agent Information

Company _____ Agent's Name _____

Street Address _____ City _____ State _____ Zip _____

Primary Phone _____ Email _____

Contact in Case of Emergency:

Name _____ Relationship _____

Street Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Next of Kin:

Name _____ Relationship _____

Street Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

2023 PBR RIDER MEMBERSHIP APPLICATION
AND CONTESTANT AGREEMENT FOR THE 2023 PBR COMPETITION SEASON

TERMS AND CONDITIONS

Adherence to PBR Rules

I agree that I will, if accepted as a PBR Member, fully comply with all applicable PBR Membership rules and regulations, including but not limited to those in this 2023 PBR Rider Membership Application and Contestant Agreement and the Official PBR Rulebooks (which may be amended from time to time at PBR's sole discretion) and any other rules, documents, or policies provided by PBR or any of its affiliates, including any health and safety policies set forth by PBR in connection with my activities as a PBR Member.

2023 PBR Competition Season

I agree that I will, if accepted as a PBR Member, compete in 2023 PBR Competition Season Events that I am eligible and qualify for, unless prevented from competing by injury (as explained further below), illness, family emergency, or as otherwise excused under the current Official PBR Rulebooks.

Entry Fees

If accepted as a PBR Member, I acknowledge that I am financially responsible for payment of my entry fees and any related costs, expenses or penalties I incur in connection with my participation in the PBR Events that I enter (including hotel, travel, food, equipment, rules violations, fines, etc.). I agree that PBR may in its sole discretion, offset from my past, current or future prizes any fees, fines, or other unpaid amounts owed by me.

2023 PBR Competition Season and PBR World Finals and Prize Money

Each accepted Member contestant is eligible (but is in no way guaranteed) to compete for and win prize money during the 2023 PBR Competition Season and PBR World Finals in accordance with the Official PBR Rulebooks. PBR makes no representation or warranty as to the profitability of any eligible Member's Membership with respect to such prize money.

2023 PBR World Finals Appearance Fee.

If accepted as a 2023 PBR Member, and if I qualify for the 2023 World Finals, PBR shall pay to each Member who meets the 'Appearance Fee Criteria' (set out below) a 2023 PBR World Finals appearance fee ("Appearance Fee") as applicable, as follows:

<u>Appearance Fee</u>	<u>Criteria</u>
US\$8,000	If the 2023 PBR Member is ranked #1 going into the PBR World Finals.
US\$5,500	If the 2023 PBR Member is ranked #2–15 going into the PBR World Finals.
US\$4,500	If the 2023 PBR Member is ranked #16–35 going into the PBR World Finals.

These Appearance Fees are in addition to and separate from any prize money that I may win at the 2023 PBR World Finals.

2023 PBR World Finals Appearance Fee Criteria. A 2023 PBR World Finals Appearance Fee will only be paid to the Member if:

- The 2023 Member contestant qualifies as one of the top 35 in the PBR World Rankings at the end of the 2022 PBR Unleash the Beast Regular Season. *(For clarity, a 2023 Member contestant who is not a top 35 in the PBR World Rankings but is chosen as an alternate rider at the 2023 PBR World Finals shall not receive an Appearance Fee).*
- The 2023 Member actually appears and competes at the 2023 PBR World Finals.

- The 2023 Member fulfills the obligations required by contestants in association with their participation in the 2023 PBR World Finals, including, but not limited to, promotional events, activities and appearances.

2023 PBR World Champion Prize

PBR shall award the 2023 PBR World Champion a prize in the amount of US\$1,000,000 that is payable in increments of US\$100,000 per year for 10 years, with the first installment being separately presented after the conclusion of the 2023 PBR World Finals and completion of an audit by PBR.

Prize Purses and Payments for 2023 Non-PBR Promoted Events

If a PBR Pendleton Whisky Velocity Tour (“VT”) or PBR Touring Pro Division (“TPD”) sanctioned event is promoted by a third party, I understand that PBR will retain a Sanctioning Fee in the amount of 15% of the total prize purse. I understand that PBR will allocate US\$105.00 of my event entry fee to calculate the total prize purse. For these VT and TPD events sanctioned by PBR, I accept that PBR does not guarantee the prize purse payouts but will assist to the extent practicable in the collection of any prize money won by me.

Prize Payments

If accepted as a PBR Member, any payments required to be made to Member contestants will be paid electronically. Notwithstanding the foregoing, each Member contestant must submit an IRS Form W-9 and a completed electronic payment authorization form (provided by PBR) to PBR prior to PBR’s distribution of any such payments. PBR will issue an IRS Form 1099 for these payments. It is the Member contestant’s sole responsibility to pay any federal, state, local taxes or other taxes that may be due and that may be associated with these payments. I agree to indemnify and hold PBR harmless with respect to any tax liabilities that may arise relating to such payments.

Publicity Consent

I consent to PBR’s and its designees’ (e.g., parents, subsidiaries, affiliates, licensees, and sub-licensees) use, display, publication, performance, reproduction, copying, distribution, transmission, streaming, alteration, adaptation, creation of derivatives, and translations of my name, nickname, dba, voice, image, likeness, signature, trade dress, biography, statistical information, personal characteristics, photograph, performance, video images, and any and all other publicity rights and like rights, whether taken, recorded, captured or created before, at, during or after any PBR Event, in or out of competition (collectively, “Identification”), for any purpose or use that advertises, promotes or reports on PBR, PBR Members and/or PBR Events, in any media format including but not limited to, in promotional materials, news media, social media, print, radio, TV or cable networks, other third party shows, and/or websites, even if such items are offered for sale by PBR or with the permission of PBR, and even if PBR or a third party makes revenue or profit from such sales, for no royalty or other payments and without any approvals. I agree that PBR (and its designees) shall own all copyrights and other intellectual property rights, worldwide and in perpetuity, in and to all such materials described in this Section. I represent and warrant that nothing in this Section shall violate the rights of any third-parties.

Recording and Use Release

If accepted as a Member, I acknowledge that PBR has the sole right, at its option, to negotiate and enter into agreements with third parties granting "Media Rights" for the production or any performance presented as a part of a PBR Event, in or out of competition, without any payment or further approval. "Media Rights" includes, but are not limited to the rights in and to: (i) any form of radio, television, motion picture, Internet, Interactive Applications and/or any other form of audio or video presentation which is now known or hereafter may exist, including, without limitation, free over-the-air broadcast, cablecast, DBS, MDS, satellite radio, broadband, streaming, webcast, wireless, pay television, subscription television and on-demand platforms; (ii) statistical and scoring information in any media; (iii) PBR’s official website, RidePass, Twitter, Instagram, Facebook and other similar official sites, and in and on the merchandise catalog to generally promote PBR and PBR merchandise; and (iv) all other ancillary rights – all in the events covered by this Agreement, including practice, and

as applicable, other non-PBR events and activities, and including any such rights of each performer which have been assigned by the performers to PBR. If any of the Identification should appear in-vision in any Media Rights recordings, I now waive all rights or claims for payment from PBR and expressly consent to the use in all media worldwide without limit as to time or the number of repeat broadcasts, posting, etc. and without payment. I agree that PBR shall retain in perpetuity any and all revenues resulting from the exploitation of the Media Rights and/or other similar rights for/from the 2023 PBR Events, and/or at any other event or time, in or out of competition. I represent and warrant that nothing in this Section shall violate the rights of any third-parties.

Licensing and Merchandise

I understand that PBR contracts with third parties for licensing other income producing opportunities and that I may be entitled to royalty fees if certain conditions are applicable to me such as, by way of example, audio or video footage of me appearing in a PBR fantasy-type game website. All of these terms and conditions, as well as additional applicable terms in connection with such licensing and merchandising opportunities, are set out in the separate Rider Licensing and Merchandising Agreement (as may be amended from time to time) between me and PBR that I must sign to be effective. This separate agreement will govern all matters related to licensing and merchandise (including video and electronic/digital games).

Promotional Activities

If accepted as a PBR Member, I agree that my membership may require a reasonable amount of promotional activities throughout 2023 held by PBR and its sponsors and partners, as well as relating to the sport and business of professional bull riding and western sports in general. I agree to indemnify, defend, and hold PBR harmless from and against any claims, losses and/or damages arising out of any injury to person and/or property (including, without limitation, contraction of illness and/or death) that occur in connection with such promotional activities.

Credentials

If accepted as a PBR Member, I understand that one or more credentials may be issued pursuant to my Membership for the 2023 PBR Events, and/or other events and activities that may be based on my membership status. These credentials are the exclusive property of PBR and must be returned upon demand by PBR, in PBR's sole discretion. Any credential lost or stolen must be reported to PBR immediately. Failure to timely report a lost or stolen credential may result in suspension or revocation of the credential and/or credential rights. I understand that any credential issued hereunder solely permits me to enter into restricted areas prior to, during or after the applicable Event solely in accordance with the rules, directions, instructions and procedures for access as may be established by PBR from time to time. PBR may require that I carry certain photo identification, be accompanied by certain individuals, depart Restricted Areas, take certain actions, or refrain from taking certain actions, and I agree to fully abide by PBR's directives and instructions in that regard. I understand and agree that any credential issued to me is personal ONLY to me, that I MAY NOT sell, assign, lend, transfer or give the credential to any other person or entity, and that any attempt to sell, assign, transfer, lend, or permit any other person or entity to use credential shall result in a fine imposed by PBR of up to US\$500 and/or suspension or revocation of the credential and/or credential rights.

PBR Sport Performance Center Membership

Each PBR Member shall receive as part of their Membership a one (1) year membership to the PBR Sport Performance Center ("PBR SPC") (the "SPC Membership") in Pueblo, Colorado, which shall include:

- Use of the SPC App, which includes access to online classes and instruction
- Use of the SPC facility, which includes access to one-on-one instruction on-site
- Access to trainers for workout consultations and creation of a personal workout plan
- Access to Centura Health physical therapy, rehabilitation, and recovery services

The one (1) year term for the SPC Membership shall begin on the day your membership is purchased and terminate December 31, 2023. If I am accepted as a PBR Member and receive an SPC Membership in connection therewith, I acknowledge that the PBR SPC may have its own specific rules, regulations, and policies in connection with my use and enjoyment of the benefits provided herein, and may require me to fulfill certain additional obligations as a condition of my SPC Membership (including, without limitation, execution of additional documentation), and I hereby agree to be bound by and subject to such rules, regulations, and policies and to fulfill such additional obligations as a condition of the SPC Membership provided for hereunder. PBR and/or the PBR SPC reserve the right to cancel the SPC Membership at any point during the term for any reason without liability. Upon the termination and/or expiration of my PBR Membership, I acknowledge and agree that my SPC Membership shall terminate immediately as well.

Termination

The provisions of this 2023 PBR Rider Membership Application and Contestant Agreement, together with my commitments and obligations hereunder, which are intended by their nature to survive the cancellation or expiration of my membership will so survive. PBR may immediately cancel this 2023 PBR Rider Membership Application and Contestant Agreement upon written notice for any reason without liability to the Member. For clarity, following the cancellation or termination of my membership, I acknowledge and agree that I shall no longer be eligible to participate in PBR Events or any related activities, receive any prize money, or use and enjoy any other benefits contained herein, if and as applicable, in connection with the 2023 PBR Competition Season.

Assumption of Risk

I ACKNOWLEDGE THAT BUCKING BULLS AND BULL RIDING IS, AND HAS ALWAYS BEEN, AN EXTREMELY DANGEROUS ACTIVITY, AND THAT PARTICIPATION IN AND/OR PRESENCE AT A BULL RIDING VENUE OR EVENT, IN OR OUT OF COMPETITION, INCLUDING BUT NOT LIMITED TO DURING THE 2023 PBR COMPETITION SEASON AND PBR WORLD FINALS (IF APPLICABLE), EXPOSES ME TO SERIOUS HAZARDS AND RISKS TO PERSON AND PROPERTY. THESE RISKS INCLUDE (BUT ARE NOT LIMITED TO) INJURY TO THE MUSCULAR, NERVE OR SKELETAL SYSTEMS INCLUDING CONTUSIONS, PARALYSIS, SPRAINS, AND FRACTURES; LOSS AND/OR DAMAGE TO SIGHT, SMELL, TEETH OR HEARING; INJURY TO INTERNAL ORGANS; INJURY TO THE HEAD, NECK OR SPINE INCLUDING CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEPRESSION, AND/OR COGNITIVE IMPAIRMENT; SHORT OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; AND DEATH. I ALSO ACKNOWLEDGE THERE IS AN INHERENT RISK OF EXPOSURE TO/CONTRACTION OF ILLNESSES (INCLUDING, WITHOUT LIMITATION, COVID-19) ANYWHERE PEOPLE GATHER AND ARE PRESENT (SUCH AS ANY PBR EVENT) AND THAT EXPOSURE TO/CONTRACTION OF COVID-19 MAY LEAD TO VARIOUS RISKS FOR MYSELF AND/OR MY SPOUSE, DOMESTIC PARTNER, CHILDREN, PARENTS, GRANDPARENTS, HEIRS, ESTATE, INSURERS, SUCCESSORS AND ASSIGNS. SUCH RISKS MAY INCLUDE, WITHOUT LIMITATION, BECOMING A CARRIER OF COVID-19, SEVERE AND PROLONGED ILLNESS, LOSS OF OPPORTUNITIES, MEDICAL EXPENSES WHICH MAY OR MAY NOT BE COVERED BY INSURANCE, AND DEATH. IN CONNECTION WITH THE FOREGOING, I ACKNOWLEDGE THAT I HAVE BEEN WARNED ABOUT AND ACCEPT ALL RISKS AND HAZARDS, WHETHER KNOWN OR UNKNOWN. I REALIZE THAT ALL OF THE RISKS OUTLINED IN THIS SECTION ARISE NOT ONLY FROM COMPETING BUT ALSO FROM BEING IN THE BUCKING ARENA, BEHIND THE CHUTES, IN THE LIVESTOCK HOLDING AREA, PENS AND ANY OTHER AREA ASSOCIATED WITH BULL RIDING EVENTS. MY ASSUMPTION OF THESE RISKS IS LEGALLY BINDING UPON ME AND SHALL BE A COMPLETE BLOCK AND BAR TO ANY AND ALL CLAIMS (SEE THE NEXT PARAGRAPH) BY ME AND/OR MY SPOUSE, DOMESTIC PARTNER, CHILDREN, PARENTS, GRANDPARENTS, PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND/OR ANY OTHER PERSON OR ENTITY ACTING ON MY BEHALF.

BY SIGNING BELOW, I AFFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THE FOREGOING RELEASE, HAVE READ IT, AND UNDERSTAND ITS TERMS.

Release and Waiver of Liability - Covenant Not to Sue

If accepted as a Member, and as consideration for being able to participate in and/or attend PBR Events, or any other event or at any other time, in or out of competition, I, for and on behalf of myself and/or my spouse, domestic partner, children, parents, grandparents, personal representatives, heirs, executors, administrators, assigns, and/or any other person or entity acting on my behalf, agree to forever discharge, waive, release, indemnify, agree to defend and hold harmless PBR and its parents, subsidiaries, affiliates, designees, licensees and sub-licensees and each of their officers, directors, owners, employees, members, agents, and contractors and each of their respective predecessors, successors and assigns ("Releasees") from any and all claims, demands, losses, costs, liabilities, judgments, debts, and expenses ("Claims") arising from, relating to or in connection with my participation in or presence at the 2023 PBR Competition Season Events, PBR World Finals (if applicable), other PBR Events, or activities and events sanctioned, approved by or affiliated with PBR. I agree that I will not sue or threaten to sue PBR or any Releasees that I am releasing pursuant to this Agreement.

Third Party Indemnity

I agree to indemnify, defend and hold PBR harmless against any claims for injury, death or property damage brought by a third party against PBR if it results from my negligence or willful misconduct at or in connection with my PBR Membership or participation in PBR Events.

Participant Accident Insurance

If accepted as a Member, the Member may be required to purchase participant accident insurance for each event to help to pay for acute injuries sustained while competing in certain US PBR Events. This insurance coverage is subject to payment of a fee (that must be paid before the start of the Event), with any deductible paid by you. This insurance provides secondary (that is, your personal insurance policy shall apply first) participant medical coverage for rides/incidents at US PBR UTB Events. You remain solely and fully liable for the full amount of any claims and expenses related to any injury regardless of any failure or deficiency of insurance coverage. This program is subject to change and cancellation at any time without notice. Please check with the PBR Membership Competition Office for more information about coverage amounts, terms and conditions.

Medical Clearance

If accepted as a Member, I acknowledge and agree that as a condition of my membership, I consent to the medical examination protocols and rules applicable to PBR Members. I further acknowledge and agree that I will not be able to participate, and indeed will not participate, in any events unless I am cleared to participate by a qualified medical professional approved by PBR and that in the event I am not cleared to participate, I shall not be entitled to any compensation in connection therewith unless otherwise agreed to by PBR. I represent and warrant that I shall immediately alert the applicable PBR staff (as identified by PBR) in the event I begin to experience any symptoms associated with the COVID-19 (coronavirus) illness as identified by the Centers for Disease Control and Prevention (the CDC), including, without limitation, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, at any time during the Term prior to fulfilling any obligations hereunder.

Approved Rowels

PBR Members are required to compete at PBR events with PBR approved Rowels. The cost of the Rowels is included in your 2023 PBR Membership Dues.

Choose one of the PBR Approved Rowels (CHECK ONE):



_____ **TYPE A**



_____ **TYPE B**

Dispute Resolution

Any disputes arising under this 2023 PBR Rider Membership Application and Contestant Agreement, and/or any other interaction and/or dealings between PBR and you will first be referred to the parties' respective designees for prompt resolution. If your and PBR's designees have not met, or have in general failed to resolve the dispute, you and PBR then agree to submit the dispute to binding arbitration ("Agreement to Arbitrate"), instead of court procedures, to resolve Covered Claims (as defined below).

Voluntary Agreement to Arbitrate. Arbitration is the process by which a neutral third party makes a binding decision relating to a dispute. The Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) shall govern this Agreement to Arbitrate, as well as applicable state arbitration law only to the extent it is not preempted by the Federal Arbitration Act. This Agreement to Arbitrate is in consideration to your membership with PBR. Both you and PBR understand that by using arbitration to resolve disputes we are giving up any right that we may have to a judge or jury trial with regard to all claims subject to this Agreement to Arbitrate.

Covered Claims. Other than as provided in this 2023 PBR Rider Membership Application and Contestant Agreement, any claim between you and PBR (including PBR's officers, directors, employees, agents, parents, subsidiaries, affiliated companies, or successors), arising out of this 2023 PBR Rider Membership Application and Contestant Agreement, and/or any other interaction and/or dealings between PBR and you, shall be settled by binding arbitration. Arbitration shall be the exclusive method for resolving any Covered Claims, provided, however, that either you or PBR may request provisional relief from a court of competent jurisdiction without waiving the right to arbitration, to the extent provided by applicable federal or state law governing provisional relief for a party to an arbitration agreement, upon the ground that the award to which you or PBR, as applicable, may be entitled may be rendered ineffectual without provisional relief.

The Covered Claims which must be arbitrated under this Agreement to Arbitrate include, but are not limited to, claims for breach of contract (express or implied); compensation in any form; penalties; misappropriation of trade secrets or unfair competition; violation of public policy; tort claims; and, to the extent applicable, claims for violation of any other federal, state, or other government law, statute, regulation, or ordinance.

The claims which are not covered by this Agreement to Arbitrate are, to the extent applicable: claims that are not subject to mandatory pre-dispute arbitration pursuant to applicable federal law or by state law. Nothing in this Agreement to Arbitrate precludes you or PBR from initiating or participating in any proceeding or investigation before a federal, state, local or other governmental agency. However, any Covered Claim that is not finally resolved through agency proceedings must be resolved

through arbitration in accordance with this Agreement to Arbitrate.

Waiver of Class, Collective, and Representative Actions. To the maximum extent permitted by applicable law, you and PBR agree that no claims may be initiated or maintained on a class action, collective action, or representative action basis either in court or arbitration. This means that neither you nor PBR may serve or participate as a class, collective, or representative action representative or member in any proceeding as to Covered Claims either in court or in arbitration. To the extent a representative action is not a Covered Claim under this Agreement to Arbitrate, only to that extent the claim is not subject to this waiver, and the claim must be brought in court and not in arbitration. Nothing in this Agreement to Arbitrate will preclude PBR or you from testifying or providing information in a class, collective, or representative action.

A court of competent jurisdiction, not an arbitrator, must resolve any disputes concerning the enforceability or validity of the class action and/or collective action and/or representative action waiver set forth above.

Right to Challenge Validity of this Agreement to Arbitrate. You have the right to challenge the validity of the terms and conditions of this Agreement to Arbitrate on any grounds that may exist in law and equity, and PBR shall not cancel your PBR Membership in the event you choose to do so. PBR, however, reserves the right to enforce the terms and conditions of this 2023 PBR Rider Membership Application and Contestant Agreement, and Agreement to Arbitrate. If, for any reason, the class action, collective action, or representative action waiver is held unenforceable or invalid in whole or in part, then a court of competent jurisdiction, not an arbitrator, will decide the claim as to which the waiver was held unenforceable or invalid and all other Covered Claims will remain subject to arbitration.

Procedures. Any demand for arbitration of a Covered Claim must be in writing and must be made by you or PBR, as applicable, with the claim within the time-period required under the applicable statute of limitations. Failure to do so constitutes a waiver to raise that claim in any forum. For either you or PBR to initiate arbitration, the initiating party must mail or deliver the written demand to the other party using the contact information provided herein.

The arbitration shall be before a single neutral arbitrator (who will be a lawyer still in practice with experience with commercial contracts) and administered by JAMS Inc. ("JAMS") in or near Colorado Springs, Colorado. Except as provided in this Agreement to Arbitrate, the JAMS Commercial Arbitration Rules & Procedures shall govern the arbitration proceedings. If the JAMS Rules conflict with this 2023 PBR Rider Membership Application and Contestant Agreement, and/or Agreement to Arbitrate, the provisions of this 2023 PBR Rider Membership Application and Contestant Agreement and Agreement to Arbitrate shall apply. No arbitration under this 2023 PBR Rider Membership Application and Contestant Agreement shall be subject to the JAMS Class Action Procedures. You and PBR shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. You may obtain a copy of the JAMS Commercial Arbitration Rules & Procedures before signing this 2023 PBR Rider Membership Application and Contestant Agreement at jamsadr.com or by calling JAMS at (800) 352-5267.

The arbitrator shall apply the substantive law relating to all claims and defenses to be arbitrated, including the award of any remedy or relief, including attorneys' fees if authorized by applicable law. You and PBR shall have the right to file a motion to dismiss and/or a motion for summary judgment, which the arbitrator shall have the authority and obligation to decide by application of the Federal Rules of Civil Procedure governing such motions. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. Any authorized decision or award of the arbitrator shall be final and binding on both you and PBR. The award shall have no preclusive effect as to issues or claims involving any person who is not a party to the arbitration. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground permitted by applicable law.

In the event you file a demand for arbitration, you will pay US\$200 towards any JAMS filing or administrative fee, and PBR shall pay all other JAMS administrative fees, the arbitrator's fees, and any other arbitration fees and costs that would not be incurred if the dispute were to proceed in court, unless otherwise provided by law. You and PBR shall each bear their own costs and attorneys' fees, except that as a part of any remedy that may be awarded, the arbitrator shall award the prevailing party costs and attorneys' fees but only to the extent authorized by the applicable substantive law. The costs unique to arbitration (for example, the arbitrator's or arbitration administration fees) will not be shifted to you, however.

Severability and Final Agreement. If any portion of the class action, collective action, or representative action waiver is found to be void or otherwise unenforceable, then the portion of the waiver found void or unenforceable shall be severed from this Agreement to Arbitrate, and all other parts and provisions shall remain in full force and effect. In such a case, the claims found to be able to proceed on a class action, collective action, or representative action basis shall proceed in court and not in arbitration. This Agreement to Arbitrate sets forth the final agreement of you and PBR with respect to arbitration. It supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of claims. Nothing herein alters your PBR Membership status or your and PBR's relationship.

BY SIGNING BELOW, YOU AND PBR AFFIRM THAT WE EACH KNOWINGLY AND FREELY ENTERED INTO THIS AGREEMENT TO ARBITRATE, HAVE HAD SUFFICIENT TIME TO READ IT AND HAVE READ IT AND UNDERSTAND ITS TERMS, AND UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES, YOU AND PBR ARE GIVING UP ANY RIGHT TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL COVERED CLAIMS SUBJECT TO THIS AGREEMENT TO ARBITRATE.

YOU UNDERSTAND THAT YOUR SIGNING OF THIS AGREEMENT TO ARBITRATE IS NOT REQUIRED FOR THE AGREEMENT TO ARBITRATE TO BE ENFORCED. IF YOU BEGIN OR CONTINUE YOUR PBR MEMBERSHIP AFTER RECEIVING THIS AGREEMENT TO ARBITRATE, THIS AGREEMENT TO ARBITRATE WILL BE EFFECTIVE, AND YOU WILL BE DEEMED TO HAVE CONSENTED TO, RATIFIED, AND ACCEPTED THIS AGREEMENT TO ARBITRATE THROUGH YOUR KNOWLEDGE OF IT AND COMMENCEMENT OF MEMBERSHIP WITH PBR. This provision survives the expiration or cancellation of this 2023 PBR Rider Membership Application and Contestant Agreement.

Personal Information

By submitting this 2023 PBR Rider Membership Application and Contestant Agreement, I acknowledge and agree that PBR and/or any of its affiliates may use any personal data I have provided in connection with my Membership and/or my participation in any PBR Events or related activities for the purposes described herein and pursuant to the terms of the PBR Privacy Policy (available here: <https://pbr.com/about/privacy-policy/>) and the PBR Sport Performance Center Privacy Policy (available here: <https://www.pbrspc.com/privacy-policy/>), if and as applicable.

Governing Law

This 2023 PBR Rider Membership Application and Contestant Agreement and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles.

2023 PBR RIDER MEMBERSHIP DUES

2023 PBR Rider Membership Dues must be submitted with this completed and signed 2023 PBR Rider Membership Application and Contestant Agreement to PBR headquarters in Pueblo, Colorado **no later than one business day before a PBR Event entry opens**. Event entries are available **ONLY** at PBR's headquarters in Pueblo, Colorado. To get a 2023 PBR Event Schedule, call Jack Holmberg or Ruby Beltramo at PBR Offices at +1 (719) 242-2865 or go to www.pbr.com and click on the 'Schedules' Tab.

Payment of Dues

If accepted as a Member, the 2023 PBR Rider Membership Fees are as follows (US funds only):

US\$520.00 Permit and Card Memberships

Fees are non-refundable after PBR Membership is issued to you, but payments will be voided, returned or refunded to those Membership applicants who are not accepted for PBR Rider Membership.

All 2023 PBR Members who have entered into and intend to participate in an Event must check in with the Event Secretary at least one (1) hour prior to start time with payment for applicable Event entry-fee, plus an additional charge for Participant Accident Insurance described in this Agreement. You will be replaced with an alternate prior to the Event start time if you fail to check-in promptly or pay your fees.

Check form of payment:

Check #: _____ Credit/Debit Card: _____ Money Order #: _____

Complete and sign below for Credit/Debit card payment.

Additional US\$10.00 administrative charge for payments made with credit/debit card.

Credit Card #: _____ Exp. Date: _____

MM/YYYY

(Required) 3/4 Digits of Security Code _____

(Required) Exact Name on Card and Billing Address.

Name _____

Street Address _____ City _____ State _____ Zip Code _____

Province: _____ Country: _____

Signature: _____ Date: _____

Payments to Member

If you want to have PBR directly deposit any funds owed into your account, please complete the attached 'Accounts Payable Vendor Direct Deposit (ACH)' Form and return it to PBR. I understand that I will be required to complete the attached IRS Form W-9 and promptly return it to PBR.



PROFESSIONAL BULL RIDERS LLC - Vendor Creation and Change Form

REQUIRED Vendor Name (as it appears on the tax form): _____

REQUIRED Vendor Contact Person: _____

REQUIRED Vendor Email address: _____

REQUIRED Vendor Phone number: _____

Banking and Direct Deposit Authorization

I authorize the Professional Bull Riders, LLC. (PBR) to initiate direct deposit of all funds due me by PBR for Accounts Payables. Additionally, I authorize PBR to initiate adjustments for any transactions credited or debited in error to the account(s) indicated below.

I understand this authority will remain in effect until I notify PBR in writing to request cancellation. In the event I terminated the account listed below, I agree to notify PBR immediately. I understand my failure to do so may result in the delay of receipt of my payment.

Please leave banking blank if you wish to receive a hard check via USPS. Prior banking is necessary to add if requesting a banking change in order to combat potential fraud.

NEW Bank Account Holder: _____

NEW Bank Name: _____

NEW Bank Address: _____

NEW Bank ABA Routing #: _____

NEW Bank Account #: _____

PRIOR Bank Account Holder: _____

PRIOR Bank Name: _____

PRIOR Bank Address: _____

PRIOR Bank ABA Routing #: _____

PRIOR Bank Account #: _____

REMOVE PRIOR Banking information from PBR System: Y/N _____

REQUIRED Vendor Signature and Date: _____

REQUIRED Vendor Name (Print): _____

Request for Taxpayer Identification Number and Certification

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

	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	
Print or type.	3 <input type="checkbox"/> 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. Individual/sole proprietor or single-member LLC C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ Note: 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 <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): _____ Exempt payee code (if any) _____
	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

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.

Employer identification number									

Part Certification

Under penalties of perjury, I certify that:

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

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

Here

Sign	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

(other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

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

W-9 a statement that includes the information described above to support that exemption.

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup

withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

W-9 for more information.

Updating Your Information

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

the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Check the appropriate box on line 3 for the U.S. federal tax

classification of the person whose name is entered on line 1. Check only one box on line 3.

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If

the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC treated as a partnership for U.S. federal tax purposes,	
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an	
• Partnership	Partnership
• Trust/estate	Trust/estate

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

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

I—A common trust fund as defined in section 584(a) J—
A bank as defined in section 581

K—A broker

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside

of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA

exemption code.

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

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

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

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

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

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

G—A real estate investment trust

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

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

plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

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

Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

you provide your TIN to the requester.

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during

1983. You must sign the certification or backup withholding will apply. If

you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

Give name and SSN of:

For this type of account:	
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. (Grantor is also trustee) a. Province trust	The grantor trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious	The organization

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form	

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity"

name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or

not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent

information.