

Thank you for your interest in working with **Pump Audio**, a division of Getty Images (US), Inc. ("Pump Audio") to earn money through the licensing of your musical material. The License Agreement that you are being asked to sign and return to Pump Audio is a legal document that gives Pump Audio the right to permit third parties to use your material, and requires Pump Audio to pay you for any such use. In order to help you better understand what the License Agreement is about, set forth below is a brief summary of the major provisions:

1. You authorize Pump to permit third parties such as advertisers, television, cable and radio producers and programmers, Web site designers and other creative types in the various media ("Users") to use your musical tracks (including musical compositions and sound recordings), on a **non-exclusive** basis unless otherwise agreed, in synchronization with radio, cable, television, motion pictures, websites, Internet or other visual or audio alone program, promotion, information, entertainment, or advertising material or service. The License Agreement does **not** grant to anyone the right to make or sell records of your music.
2. As part of the Agreement, you give Pump Audio your permission to register your tracks in the form licensed by Pump with performing and other rights societies and to collect, subject to any interests of third parties, and distribute to you the performance and other royalties they generate for specific uses -- **i.e. only for the licenses Pump Audio has generated**. Certain uses of your licensed material in broadcast, cable, or certain Internet transmissions will entitle you to certain performance royalty payments from your respective performing rights society such as ASCAP ([www.ascap.com](http://www.ascap.com)), BMI ([www.bmi.com](http://www.bmi.com)) or SESAC ([www.sesac.com](http://www.sesac.com)), if you are a member of one of these performing rights societies. Pump will monitor each such licensed use, collect (other than the so-called "writer's share"), and pay over to you your share of any resultant performance royalties resulting from use of your tracks.
3. You agree that the tracks you submit will be available to be licensed until the June 30 or December 31 first following the date one (1) year after you sign the License Agreement, and that Pump Audio may continue to try to make your music work for you after that unless you send a letter terminating the Agreement, provided that if your material is loaded into a PumpBox hard-drive, termination cannot be earlier than two (2) years from the most recent delivery of such a hard-drive to a User. The period of time for which a User has the right to use your music may vary from several weeks to much longer time periods, and any rights granted to a User before termination will not be affected by your termination.
4. You do **not** give up any part of the ownership or copyright of the master recordings or the musical compositions: you are only granting the non-exclusive right to use the material.
5. You will receive thirty-five percent (35%) of the license fees that Pump Audio receives from anyone for the use of your material. Pump Audio will use its business judgment to set competitive rates based on the type of use, the frequency and duration of the use, and the size of the relevant market. As you can see, the more Pump Audio can make, the more you can make. Payments will be made twice a year, and you have the right to audit Pump Audio's books and records as they relate to you. Payment will be made when the amount due equals or exceeds \$50.00, or upon request after four accounting periods, whichever comes first.
6. Users will be allowed to edit the music to a degree and use a portion thereof for their particular use.
7. **You are asked to confirm that all of the tracks you submit are original to you and/or controlled by you, and if anyone else successfully proves in a legal proceeding that they in fact wrote or control them, you will pay for any losses suffered as a result.**
8. Exclusive licenses will be granted only with your express approval.
9. Pump Audio does not pay you for transmitting your material to a User to audition via the Internet or otherwise: payment is due when the User actually licenses the material.

AFTER READING THE LICENSE AGREEMENT, PLEASE FOLLOW THE STEPS BELOW:

**Please note: you should print 2 copies of the License Agreement. (One is for you to keep, the other is to be completed and sent to Pump Audio with your music submission.)**

1. **Print out a REVIEW copy:** Review and double check all information that you have entered during this submission process. You may go back into the submission process to make any changes necessary.
2. **Print out a Submission copy for signature:** **Everyone** who has any **claim to ownership** of the copyrights (i.e. writers, publishers, master owners) **MUST** sign on the signature. **Without signatures from every person with any claim to the copyright or master, Pump cannot legally consider those songs for licensing.**
3. If you are a U.S. Resident we can't pay you without a W9, so please complete & sign the attached Federal IRS W9 form.. If you are not a U.S. Resident we withhold taxes from all payments. Some countries have a treaty with the U.S. to forgo tax withholdings – if you live in one of those countries you can send us a U.S. Federal IRS form W8-BEN:  
<http://www.irs.ustreas.gov/pub/irspdf/fw8ben.pdf>. **ONLY SEND THIS ONCE.**
4. Please send broadcast quality, 16bit, 44.1khz audio files only (like the CDs you buy in a store), **DO NOT send us audio that has been compressed (i.e. converted to mp3's)** in any way during any stage; it will not be used.
5. **Delivery instructions.** Send the signed submission copy along with your CD submission. CDs should be sent in a padded envelope to us at the following address (please, no COD deliveries—they won't be accepted):

**Catalog Submissions**  
**Pump Audio, Inc.**  
**PO Box 458**  
**Tivoli, NY 12583**

#### **Checklist**

- ☐ The License Administrator has signed the contract (p.11) & all writers, master owners & publishers have signed the contract (p.12).
- ☐ Send an Audio CD -- not MP3s, not a data CD / CDROM.
- ☐ Complete and sign the W9 or W8-BEN as appropriate. **We only need one W9 for all of your submissions.**
- ☐ Don't send pages 1 - 10. Keep an entire copy for your records.

Any incomplete License Agreement received will only delay your opportunity to get your music out there and get paid.

**REMEMBER: the music you submit must be your own and CANNOT contain loops and/or samples for which you have not obtained written permission and clearance. If there are samples for which you HAVE received permission, you will need to have all of the copyright owners sign this License Agreement in order for your music to be eligible for Pump Audio's catalog.**

Again, thank you for your interest in Pump Audio, and we look forward hearing your music.

AGREEMENT between Getty Images (US), Inc., PO Box 458, Tivoli, NY 12583 ("Pump") and the person or persons ("Licensor") named on the Licensor Information and Confirmation Sheet attached hereto and made a part hereof. This Agreement is made as of the date set forth on said Licensor Information and Confirmation Sheet (the "Effective Date").

WHEREAS, Licensor is the owner of certain musical compositions and sound recordings embodying said compositions, and Licensor wishes to permit Pump, on a non-exclusive basis, to make these compositions and recordings available to be used by identified third parties pursuant to a license granted by Pump via the Internet and other broadcast, transmission and distribution means and media, such that Licensor will receive compensation for such use; and

WHEREAS, Licensor wishes to enter into an agreement with Pump pursuant to which Pump shall administer certain of Licensor's rights based on Licensor's interest in those Masters and Compositions listed on the Submission Schedule attached hereto, so that at such time as Pump has granted a license for a particular use (each a "Licensed Use") to one or more third parties with respect to a Master and Composition (each Composition subject to a Licensed Use, hereinafter a "Licensed Song"), Pump shall administer and collect those revenues resulting from each such Licensed Use, including any and all monies (other than the so-called "writers share") paid by the relevant performing rights society or organization; and

WHEREAS, Pump possesses and will continue to develop a business network and technological facility that will permit Pump to make Licensor's recordings available to identified third parties, to be used in a specific and limited manner, on a compensation basis, and to administer and collect revenues resulting from each Licensed Use; and

WHEREAS, Licensor wishes to license certain musical compositions and sound recordings to Pump, and to permit Pump to sub-license said compositions and sound recordings to third parties, such that Licensor and Pump shall receive compensation as the result of such sub-licenses, and to permit Pump to administer and collect revenues resulting from each Licensed Use:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, it is hereby agreed by the parties hereto as follows:

1. Grant of Rights. Licensor hereby grants to Pump the non-exclusive right, privilege and license, during the Term of this Agreement in the Territory, to permit third parties to audition, via the Internet or otherwise, Licensor's sound recordings, and to provide copies of the Masters, as defined in Paragraph 17(d) below and identified on the Submission Schedule attached hereto, via digital transmission or other prerecorded format, or any other medium now known or hereafter devised, to third parties, and to grant to such third parties (hereinafter "Users") the non-exclusive right, privilege and license, during the Term of this Agreement in the Territory, to couple and/or synchronize the Masters, including the Composition(s) embodied therein, and to reproduce and make copies thereof, with visual images and to use the Masters and Compositions as so coupled or synchronized, or to use the Masters and Compositions on an audio-only basis, over the Internet or in connection with any other broadcast, transmission, public performance, exhibition or distribution means or media, or media product, now known or hereafter devised, including but not limited to broadcast and cable television, motion pictures, Internet and websites, as part of advertising, promotion, information or entertainment services, or program material, or as so-called "ring tones," "master tones," "ringback tones," or similar audio segments in connection with wireless devices, for a period of time agreed to by Pump and User in the limited manner and on the terms and conditions set forth in this Agreement and/or a separate agreement between Pump and said third party Users. The rights granted to Pump herein may be exercised by third-parties acting on Pump's behalf and by other members of the Getty Images corporate family, including but not limited to iStockphoto. Notwithstanding anything to the contrary herein, Pump may grant rights to a User on an exclusive basis after Pump has received the express

approval of Licensor. The territory ("Territory") subject to the grant of rights provided for in this Agreement shall be the world.

2. Pump's Right to Administer. Effective upon execution hereof, Pump shall have the exclusive right, but not the obligation, subject to granted interests, to administer and permit the exploitation of Licensor's entire interest in each Licensed Song and related Master pursuant to the subject Licensed Use throughout the world, to publish, use and license the Licensed Song and related Master, including public performance, synchronization and duplication uses, to execute in Licensor's name or stead any license and global international agreements affecting the Licensed Song and related Master in connection with the Licensed Use, during the Term, as defined below, and to collect, subject to any interests of third parties, all gross receipts payable to Pump earned by and derived from the Licensed Song and related Master pursuant to or as a result of use contemplated by the Licensed Use (excluding the so-called "writer's share" of publishing monies from public performance fees), in perpetuity, and to assign in the normal course of business or license such rights to third parties, subject to the terms and conditions set forth herein. Pump shall have the right to issue direct licenses, which include upfront payment of performance, mechanical, synchronization, master use and/or other related fees, in which case Licensor shall not receive any additional performance or other royalties (including the so-called "writer's share") relating to that Licensed Use. Nothing contained herein shall grant to Pump the right to administer any use of any Composition, including a Licensed Song and related Master, other than in connection with a Licensed Use.

3. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this section; provided, however, that this Agreement may not be terminated during the first year following the Effective Date. Termination will be effective on the June 30<sup>th</sup> or December 31<sup>st</sup> that first follows sixty (60) days after the date on which Pump receives written notice from Licensor that this Agreement is to be terminated ("Termination Notice"). Upon effective termination, the Tracks will be promptly removed from Pump's catalogue of sound recordings; provided, however, that if the Tracks are included on portable computer hard drive units known as the "PumpBox," Pump shall have two (2) years from the date notice is received to remove the Tracks from the PumpBox, during which time Users may continue to use the Tracks. In no event shall Pump be deemed to be in breach of this Agreement or liable for any damages in the event any use is made of one or more Tracks as a result of the Track's availability for use in a PumpBox in the possession of a User after the two (2) year period, provided Pump has used reasonable commercial efforts to retrieve such PumpBox.

Upon termination of this Agreement, Pump shall no longer have the right to grant a new license with respect to any Track. However, termination of this Agreement does not affect any rights granted to Users prior to termination, including perpetual rights, nor does it affect the administration and collection rights granted to Pump with respect to Licensed Uses. The term of any Licensed Use shall be as set forth in the respective license governing the Licensed Use, and is separate and apart from the Term of this Agreement.

4. Reservation of Rights. All rights which are not expressly granted by Licensor to Pump pursuant to this Agreement are specifically reserved by Licensor. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit Pump or any designee, assignee or licensee of Pump to manufacture Records embodying one or more of the Masters.

5. Retention of Ownership in Masters and Compositions. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey to Pump or to any designee, assignee or licensee of Pump any interest, including copyright, in or to the Masters or the Compositions, and the Masters and the Compositions shall be the sole property of Licensor or members of Licensor.

6. Right to Edit and Alter Masters. Licensor hereby agrees that any User may use less than an entire Master, and may edit, loop, enhance, or modify the sound recording and therefore the Composition

embodied in the Master, provided that any such change shall not alter the fundamental character of the portion of the Master being used, and any such change shall not give rise to any ownership rights or claims, including copyright, on the part of the User in or to the resultant sound recording or underlying Composition. Each member of Licensor and signatory hereto accepts and agrees that with respect to any Licensed Use, including those in a foreign territory outside of the United States, such changes or alterations may be made without their approval.

7. Mechanical License; Performance Royalties. Licensor hereby waives (i) any mechanical license fee which might otherwise be payable as the result of any use, including duplication, of all or a part of the Tracks by Pump or by any User in connection with auditioning of Tracks, and (ii) any performing rights fee which might otherwise be payable as the result of any electronic transfer or transmission or other performance or distribution in connection with an audition of all or a part of the Tracks to any User by Pump; provided, however, that nothing contained in this Agreement shall be deemed to constitute a waiver of any fee which shall become due and payable to the relevant performing or other rights society, such as ASCAP, BMI, SESAC, or collection agency, as the result of any use of a Composition or Master by a User, unless Pump shall have issued a direct license with respect to any Licensed Song and related Master.

8. Compensation to Licensor. (a) Pump hereby agrees to pay to Licensor, as provided in Section 11 below, thirty-five percent (35%) of the amount of any license use fee ("License Fee") received by Pump with respect to any license granted by Pump or its agent for the use of a particular Master and Composition, with the amount to be charged to a given User to be determined by Pump in its sole discretion. For the avoidance of doubt, fees paid by Users in connection with research and music supervision shall not be deemed part of the license fee.

(b) Pump hereby agrees to pay to Licensor, as provided in Section 11 below, fifty percent (50%) of Administration Receipts. "Administration Receipts" shall include any revenue received by Pump from Pump's administration of the Licensed Song and related Master during the Term (e.g., performance royalties).

(c) In the case of both License Fees and Administration Receipts, the amount owed to Licensor shall be calculated net of any applicable taxes, shipping and insurance charges, advertising sales commissions, fulfillment fees paid to third parties, and amounts paid to or deducted by subpublishers, sublicensees, agents, collection agencies and performing and mechanical rights societies.

(d) Pump shall not be responsible for the payment of any third party payments, including but not limited to songwriter royalties, with respect to any subject Licensed Song and related Master, and Licensor shall only look to those payments from Pump specifically provided for herein.

9. Warranties and Representations of Licensor. Licensor, and each member of Licensor, and each signatory hereto, warrants and represents that:

(a) They have all necessary rights and authority to enter into and perform this Agreement, and to grant the rights granted hereunder.

(b) Pump shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Pump pursuant to this Agreement, except as specifically provided herein.

(c) Neither the Tracks, the "Materials" nor any use of the Tracks or Materials by Pump or any User will violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and rights of privacy or publicity. No Person other than Licensor or members of Licensor or Persons who are signatory parties to this Agreement has or have any right, title or

interest, including copyright, in or to the Tracks, the Materials or any component thereof. Every Track provided to Pump hereunder identified on the Submission Schedule hereto and subject to this Agreement is original material, and no Person other than one (1) or more members of Licensor wrote, or owns or controls, any of the Tracks. "Materials" as used in this subparagraph means any biographic materials, images, footage, artwork, literary materials, ideas and other intellectual properties, furnished by Licensor to Pump.

(d) The Tracks were not recorded under the jurisdiction of a union or collective bargaining agreement, and all performers on the Track, including but not limited to singers and musicians, consent to the use of their performance by Pump and its Users. Neither Licensor nor any performer on the Track shall be entitled to any benefits under any collective bargaining agreement that may arise out of any license issued by Pump and any related usages thereof (including but not limited to residuals, reuse fees, pension, health, and welfare benefits, etc.).

(e) All of Licensor's and the members of Licensor's and signatory Persons' representations and warranties shall be true and correct upon execution of this Agreement and throughout the Term of this Agreement.

(f) During the Term, neither Licensor nor any member of Licensor shall enter into any agreement which would interfere with or prohibit the exercise by Pump of the rights granted hereunder.

(g) Each party hereto gives the other the equal benefits of any warranties which it has obtained or shall obtain under any agreement affecting any Track, including songwriters' contracts.

(h) Neither Licensor nor any member of Licensor shall communicate with any User or any of its agents, including advertising agencies, in connection with any Composition or Master.

10. Promotional Rights. Licensor hereby grants to Pump the right to use and the right to permit others to use the names, likenesses of, and biographical materials concerning the performers who recorded the Masters, and the writers or composers of a Licensed Song, as well as the Materials and all or a part of the Masters and Compositions, in connection with the promotion of Licensor, Pump and/or its artists, without any payment to Licensor.

11. Statements and Payments. (a) Pump shall compute and pay royalties due to Licensor hereunder within sixty (60) days following June 30 and December 31, respectively, in each case with respect to license fees and Administration Receipts actually received by Pump during the immediately preceding six (6) month period. Such payments shall be accompanied by a statement setting forth the source of such royalties. Pump shall be under no obligation to render any statement or make any payment until such time as the royalties due Licensor hereunder equal or exceed Fifty Dollars (\$50.00), or upon request at the close of the fourth accounting period following receipt, whichever occurs first. Licensor acknowledges that, with respect to blanket licenses (i.e., those allowing use of multiple Tracks to be selected by a User and reported back to Pump), Pump is dependent on Users submitting cue sheets to Pump in order to calculate royalties owed to Licensor and that in some cases, royalty payment will be delayed pending Pump's receipt of such cue sheets. Pump will use reasonable commercial efforts to collect cue sheets, but in situations where cue sheets are not provided by Users or Pump is otherwise unable to attribute revenue to particular Tracks or artists, Pump reserves the right to allocate payment in an equitable manner, as determined in Pump's sole discretion, amongst Tracks and/or artists. Pump shall have the right to deduct or withhold income or other similar tax from sums payable to Licensor hereunder pursuant to the laws of the relevant territory of a Licensed Use, provided that Pump shall, where readily available, furnish to Licensor, with each statement, any necessary information which shall enable Licensor, upon presentation of such, to endeavor to obtain income tax credit from the United States Internal Revenue Service or local revenue service for tax so withheld.

(b) Pump shall maintain true and complete books and records concerning payments due to Licensor hereunder. At any time within one (1) year after any royalty statement is rendered to Licensor hereunder, Licensor shall have the right to give Pump written notice of Licensor's intention to examine Pump's books and records with respect to such statement. Such examination shall be commenced within three (3) months after the date of such notice, at Licensor's sole cost and expense, by any certified public accountant or attorney designated by Licensor, provided he (or any member or associate of the firm within which he is affiliated) is not then engaged in an outstanding examination of Pump's books and records on behalf of a Person other than Licensor. Such examination shall be made during Pump's usual business hours at the place where Pump maintains the books and records which relate to Licensor and which are necessary to verify the accuracy of the statement or statements specified in Licensor's notice to Pump and the examination shall be limited to the foregoing. Licensor's right to inspect Pump's books and records shall be only as set forth in this Paragraph 13(b) and Pump shall have no obligation to produce such books and records more than once with respect to each statement rendered to Licensor.

12. Notices. All notices hereunder shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, postage prepaid and with receipt acknowledged, or by hand (to an officer if the party to be served is a corporation), or by telegraph, facsimile or e-mail, all charges prepaid, at the respective addresses set forth above, or on the attached Information Sheet, or such other address or addresses as may, from time to time, be designated in writing by either party; provided, that royalty payments may be made by means of regular mail. The date of making of personal service or of mailing or of deposit in a telegraph office or transmission via facsimile, or transmission via e-mail, whichever shall be first, shall be deemed the date of service, except that notice of change of address shall be effective only from the date of its receipt.

13. Assignment. This Agreement shall not be assignable by either party hereto during the Term, except that Pump may assign this Agreement to a corporation or other entity of which a majority interest is owned, or which is controlled, by Pump, or succeeds to Pump's interests; and Licensor may assign this Agreement to any corporation or other entity of which a majority interest is owned, or which is controlled, by Licensor.

14. Indemnity. Licensor will at all times defend, indemnify and hold harmless Pump and each and every User of a Master or a Licensed Song from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by Licensor of any warranty, representation or agreement, express or implied, made by Licensor herein. Licensor will reimburse Pump and/or User on demand for any payment made at any time in respect of which Pump or User is entitled to be indemnified. Without limiting any of its other rights or remedies, upon the making or filing of any claim, action or demand arising out of any such alleged breach or breach by Licensor, Pump shall be entitled to withhold from any amounts payable under this Agreement such amounts as are reasonably related to the amount of the action, claim or demand plus estimated counsel fees and costs pending the final disposition of such action, claim or demand. Licensor shall be notified of any such claim, action or demand and shall have the right, at Licensor's own expense, to participate in the defense thereof with counsel of Licensor's own choosing; provided, however, that Pump's decision in connection with the defense or settlement of any such claim, action or demand shall be final.

15. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Composition" - a single musical composition, irrespective of length, including all spoken words and bridging passages and including a medley, written by one (1) or more members of Licensor, listed on the Submission Schedule attached hereto.

(b) "Licensed Song" - a Composition with respect to which Pump has issued a license to a third party for a specific use of the subject Composition.

(c) "Licensed Use" - the particular use or form of exploitation of a Licensed Song and Master by a third party pursuant to a license granted by Pump.

(d) "Master Recording" or "Master" - each recording of sound, by any method and on any substance or material, embodying a performance by one (1) or more members of Licensor, of a Composition identified on the Submission Schedule attached hereto and provided to Pump pursuant to this Agreement.

(e) "Person" and "Party" - any individual, corporation, partnership, association or other organized group of persons or legal successors or representatives of the foregoing.

(f) "Records," "Phonograph Records" and "Recordings" - all forms of reproductions, whether now known or hereafter devised, manufactured or distributed primarily for home use, school use or juke box use, embodying sound alone (not including synchronized material and not including non-retail CDs).

(g) "Term" - the period of time during which this Agreement is in effect, commencing with the date of this Agreement and ending on the June 30 or December 31, whichever occurs first, following sixty (60) days after the date of delivery of a Termination Notice to Pump, which Termination Notice may be delivered at any time subsequent to one (1) year after the date of this Agreement; provided, however, that in the event Pump shall include a Master in the sound recordings loaded into its most recent version of the computer hard drive units, including units referred to as the PumpBox, a Termination Notice may be delivered to and binding upon Pump only after two (2) years from the date such version is delivered to Users.

(h) "Termination Notice" - written notice from Licensor to Pump notifying Pump that this Agreement is to be terminated pursuant to paragraph 3 above.

(i) "Territory" – means the world.

(j) "Track" – means a Master and the Composition embodied on such Master.

(k) "User" - a Person who, pursuant to a written agreement with Pump, is granted the non-exclusive, or in some instances exclusive, right, privilege and license to couple and/or synchronize one or more Masters with visual images and to use the Masters as so coupled or synchronized, or on an audio-alone basis, over the Internet or in connection with any other broadcast, transmission, exhibition or distribution means or media, or media product, including but not limited to broadcast and cable television, as part of advertising, promotion, information or entertainment services, or program material, in the limited manner and on the terms and conditions set forth in such written agreement.

16. Entire Agreement, Severability. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed except by an instrument signed by Licensor and an officer of Pump. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of



the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, scope, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

17. Governing Law. This Agreement shall be deemed entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this Agreement. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal Court in the State and County of New York. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Any process in any action or proceeding commenced in the courts of the State of New York or elsewhere arising out of any such claim, dispute or disagreement may, among other methods, be served upon Licensor or Pump by delivering or mailing the same via registered or certified mail, addressed to Licensor or Pump, as the case may be, at the address first above written or such other address as Licensor or Pump may designate. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York or the jurisdiction in which such action or proceeding may be commenced.

18. Paragraph Headings. Paragraph headings used herein are for convenience only, and shall not affect the interpretation of nor be deemed to be a part of this Agreement.

19. Delivery of Masters. Within ten (10) days of the Effective Date, Licensor shall deliver to Pump, at Licensor's sole expense and to the address and as otherwise directed by Pump, a copy of each Master identified on the Submission Schedule hereto, such copy to be in 16 bit, 44.1khz audio CD format, or such other audiophile format as may become available in the recording industry and requested by Pump. Said copies of Master shall become the property of Pump and Pump shall be under no obligation to return said Master copies to Licensor upon the termination of this Agreement.

20. Acceptance and Rejection of Masters. Notwithstanding anything to the contrary contained in this Agreement, Pump shall be under no obligation to make any or every Track provided by Licensor available for audition and use by Users. Pump may, in its sole discretion, select those Tracks to be made available to Users.

21. No Guarantee of Use or Compensation. Pump makes no representation or guarantee as to the number of uses, if any, of any Tracks, or the amount of compensation, if any, that will become payable to Licensor as the result of Licensor entering into this Agreement.

22. Credits for Licensor. Pump will use its reasonable efforts to cause any User of one or more Tracks, to the extent possible, to include in the materials incorporating the Track a credit identifying the writers and performers of the relevant Composition and Master; provided, however, that each member of Licensor and each signatory hereto accepts and agrees that they may not receive credit in connection with each Licensed Use and that such credit is not a condition of the license granted herein.

23. Legal Representation. Each party acknowledges and agrees that they have been represented by independent legal counsel or have had the unrestricted opportunity to be represented by independent legal counsel of their own choice for purposes of being advised in connection with the negotiation and execution of this Agreement.

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The provisions and information set forth below shall be deemed to be a part of the License Agreement, File Form AV-7 (the "License Agreement"), between Getty Images (US), Inc. and the person or persons set forth below ("Licensor"). By completion and execution of this Licensor Information and Confirmation Sheet along with the attached Signature Page, Licensor represents and warrants that Licensor has downloaded and printed out the License Agreement, has read and understood the License Agreement, and agrees to be bound by the terms and conditions of the License Agreement. Licensor further represents and warrants that they are authorized on behalf of all of the performers on the submitted material to enter into the License Agreement providing for the commercial exploitation of said material. This Licensor Confirmation and Information Sheet, along with the Signature Page and Submission Schedule should be returned to the address listed in the instructions along with the CD containing the material being submitted.

Band Name: Sean Wayland

License Administrator: Sean Wayland  
Admin Email: sean@seanwayland.com  
Admin Address1: 571 6th Ave  
Admin Address2: Apt 1  
Admin City, State, ZIP: Brooklyn, NY 11215  
Admin Country: United States  
Admin Phone: 3475231455  
Admin Mobile:

Pay-To Name: Sean Wayland  
Pay-To Company (if any):  
Pay-To Email: sean@seanwayland.com  
Pay-To Address1: 571 6th Ave  
Pay-To Address2: Apt 1  
Pay-To City, State, ZIP: Brooklyn, NY 11215  
Pay-To Country: United States  
Pay-To Phone: 3475231455  
Pay-To Mobile:  
Pay-To Tax ID: 123-88-4533

## License Agreement Signature

*License Administrator: please sign and date below*

Sign Name: \_\_\_\_\_  
Sean Wayland

Date: \_\_\_\_\_



By: \_\_\_\_\_  
Dwight A. Cheu, General Manager, Music  
Getty Images (US), Inc.

**Signature Page** (all writers and publishers must sign)

License Administrator: Sean Wayland

CD Album Title: Pistachio 2

Name	Signature	Date
Sean Wayland	_____	_____

## Submission Schedule

- ONLY submit songs you have the right to license to Pump Audio, i.e. you own all rights for musical compositions and master sound recordings.
- Do not include cover songs or songs containing samples that you don't have written permission to license.
- Performer Royalties are distinct from Performance Royalties which are generally paid to only writers and publishers. Performers do not have to have a claim to the copyright of a song to be listed.

License Administrator:

CD Album Title: Sean Wayland  
Pistachio 2

Track	Song Title	Name	Role	Performing Rights Society	CAE#
2	shuffle boy	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Jame Muller	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
3	out they go	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Jame Muller	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
4	mathematics	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Adam Rogers	Performer		
5	backbeat	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Jame Muller	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
6	you can get it writing music	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		

## Submission Schedule

- ONLY submit songs you have the right to license to Pump Audio, i.e. you own all rights for musical compositions and master sound recordings.
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License Administrator:

CD Album Title: Sean Wayland  
Pistachio 2

Track	Song Title	Name	Role	Performing Rights Society	CAE#
7	you can feel it coming on about four	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
8	in colour	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
9	stanley street	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
10	superarc	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
11	learn	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
12	this is proof	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Keith Carlock	Performer		
		Tim Lefebvre	Performer		
13	some pulp	Sean Wayland	Writer	APRA	181433973
		Sean Wayland	Performer		
		Jame Muller	Performer		
		Keith Carlock	Performer		

## Submission Schedule

- ONLY submit songs you have the right to license to Pump Audio, i.e. you own all rights for musical compositions and master sound recordings.
- Do not include cover songs or songs containing samples that you don't have written permission to license.
- Performer Royalties are distinct from Performance Royalties which are generally paid to only writers and publishers. Performers do not have to have a claim to the copyright of a song to be listed.

License Administrator:

CD Album Title: Sean Wayland  
Pistachio 2

Performing  
Rights  
Society

Track	Song Title	Name	Role	CAE#
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		Tim Lefebvre	Performer	
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**Request for Taxpayer  
Identification Number and Certification**

Media# 104482

Page 16  
**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) © .....  
☐ Other (see instructions) ©

☐ Exempt  
payee

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. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

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

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

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

**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 ©

**General Instructions**

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

**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.

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. 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.

**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.

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

- c An individual who is a U.S. citizen or U.S. resident alien,
- c A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- c An estate (other than a foreign estate), or
- c 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- c The U.S. owner of a disregarded entity and not the entity,



c The U.S. grantor or other owner of a grantor trust and not the trust, and

c The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**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, social security number (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:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.