



We appreciate your interest in our hotel insurance program and look forward to future opportunities we may have to work together. Beauchamp & McSpadden, Inc. is proud to offer a variety of insurance products that address the needs of a very broad segment of the hotel and hospitality community.

Our hotel insurance program is available in 49 states and the District of Columbia (Excluded is Alaska). Overall, our goal is for independent agents to have a fun and rewarding experience partnering with us to target the hospitality marketplace. Here are just a few of the major benefits you'll receive:

**No Volume Commitments - Whether it's one account or many, consider us first.*

**No Complicated Company Appointment - In order to pay you commission, just a simple agency survey to verify state licensing is all we need.*

** Competitive Products - Our products are constantly reviewed to bring them to the forefront of the agribusiness and farm insurance marketplace.*

** Competitive Commissions - With our specialty program premiums ranging from a few hundred to several thousand dollars, significant earnings potential is well within your reach.*

** Experts to assist in the Sale - Talk with us on the needs of a particular account.*

To find out more about our specialty products and services, please visit our website at www.viphotelinsurance.com or feel free to contact me by phone or email. Thank you very much for your interest in Beauchamp & McSpadden, Inc. In order to contract with us, please return the following five items to me at the mailing address, facsimile or email listed below:

** Producer Profile (attached)*

** Producer Agreement (attached)*

** Form W-9 (attached)*

** Copies of your Agency and Agent Licenses*

** Copy or Certificate of Errors & Omissions Insurance*

Thanks,

A handwritten signature in black ink that reads "Kurt L. Kramer".

Kurt L. Kramer
3301 W Purdue Avenue
Muncie, IN 47304-0151
877.201.3388 - Direct
866.207.6161 - Facsimile
kurtl@viphotelinsurance.com
www.viphotelinsurance.com

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BEAUCHAMP & MCSPADDEN, INC.

231 W Canal St, PO Box 687
Wabash IN 46992-0687

PRODUCER PROFILE

Agency Name _____ Phone Number _____

Address 1 _____ Fax Number _____

Address 2 _____

City, State, Zip _____ Total Number Of Employees _____

E-mail Address _____ () Individual () Partnership () Corporation

Federal Tax ID Number _____ Years In Business _____

Agency P&C License Number _____ License Expiration Date _____

P&C Lines of Authority _____

Principals _____

Accounting Department Contact _____

Customer Service Department Contact _____

E & O Coverage Carrier _____ E & O Policy Limit _____

E & O Deductible _____ E & O Policy Dates _____

Please include a copy of your P&C license and E & O Declarations or a Certificate of E&O Insurance.

Name of Banking Facility _____

Bank Address _____

Bank Contact _____ Bank Phone Number _____

How did you hear about Beauchamp & McSpadden, Inc.? _____

Do you represent Donegal Mutual Insurance Company or Southern Insurance Company of Virginia? _____

Signed By _____ Date _____

Printed Name

BEAUCHAMP & MCSPADDEN, INC.

231 W Canal St, PO Box 687
Wabash IN 46992-0687

PRODUCER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between BEAUCHAMP & MCSPADDEN, INC. having its principal place of business at 231 W Canal St, PO Box 687, Wabash IN 46992-0687 (hereinafter referred to as BMINS), and

_____ having its principal office at

_____ Street

_____ (hereinafter referred to as "Producer").

_____ City, State, Zip

WITNESSETH:

WHEREAS, BMINS is a General Agent and is in the business of placing contracts with various insurance carriers; and

WHEREAS, Producer is a properly licensed property and casualty insurance agency which conforms to the errors and omissions requirements of the licensing state, and who may request BMINS to obtain property and casualty insurance coverages for Producer's clients (hereinafter referred to as "Insured"); and

WHEREAS, BMINS expends time, money and renders valuable services in placing such risks for Producer;

NOW, THEREFORE, in consideration of BMINS placing such risks for Producer and in consideration of the promises and agreements herein contained; it is mutually agreed as follows:

GENERAL PROVISIONS

IT IS SPECIFICALLY UNDERSTOOD THAT THE PRODUCER IS THE AGENT OF THE INSURED AND NOT THE AGENT OF BMINS.

BMINS recognizes the independent ownership by Producer of the insurance business subject to the agreement.

Producer has no authority to accept or bind risks, issue Certificates of Insurance or filings, on behalf of BMINS or any of its companies to any contract of insurance or any other contractual obligation. Producer has no authority to use BMINS's stationery, letterhead or otherwise use BMINS's name without first obtaining authorization from BMINS. The only authority Producer is given under this Agreement is collecting premiums on behalf of BMINS.

Producer guarantees payment to BMINS for the full amount of the premium, less commission, on every insurance contract placed for Producer on behalf of its clients whether or not producer has collected such premium. **Full remittance less commission must be made before such designated coverage is bound by BMINS.** Any premiums collected by Producer on behalf of BMINS shall be collected and forwarded to BMINS in a fiduciary capacity. Payment is not contingent upon issuance of a policy. All additional premiums due from adjustments of policies Producer shall pay BMINS, less commission, within 10 days of being notified of such additional premiums. On all return premiums from adjustments or cancellations of policies Producer shall pay BMINS return commission at the same rate as originally credited. If Producer does not make timely payment of any sums due BMINS, then BMINS may, without limitation of other remedies, cancel the policy for non-payment of premium.

Based upon the above remittance provisions, if any policy becomes delinquent, BMINS may, at its option, collect the premiums from the Insured. Producer shall not be entitled to any commission on those premiums so collected by BMINS from the Insured. Attempts by BMINS to collect from the Insured shall not relieve Producer of liability to BMINS except to the extent of the amounts actually collected by BMINS from the Insured, less expenses of such collection.

Producer agrees policy fees, consulting fees and inspection fees are fully earned upon binding.

Producer may not return any insurance contract to BMINS for flat cancellation unless the contract is returned and received by BMINS prior to the effective date of the contract. Earned premiums shall be computed and charged on every contract cancelled after its effective date in accordance with the cancellation provisions of such contract.

If BMINS received payment from a finance company, any return premium, less unearned commission, will be remitted by BMINS to Producer. Notice to the Producer does not constitute notice to BMINS or its insurers. The ultimate liability of BMINS for payment to a finance company, Producer, or Insured shall never exceed the amount of return premium less unearned commission developed. Producer agrees to hold BMINS harmless from any responsibility for payment of return premium to finance company or insured other than covered above and further agrees that financing arrangements do not diminish responsibility for payment by Producer.

Producer agrees to pay all costs, including reasonable attorney's fees, in any action or proceeding brought by BMINS to recover any amounts due from Producer under the terms of this Agreement.

Producer has no authority to assign any losses or adjust any losses on behalf of BMINS or its companies. All claims are to be reported to BMINS for assignment and handling unless specifically directed otherwise.

This Agreement shall apply to current policies already placed and in force at the date hereof and all future policies which may be placed by BMINS for Producer. This Agreement shall continue in effect until terminated by either party giving written notice to the other party, but such termination shall not alter in any way the continued application of this Agreement to insurance policies effective prior to the date of such termination.

In the event of termination of this Agreement, the Producer having promptly accounted for and paid all premiums for which it may be liable, all Producer's records, including the use and control of expirations, shall remain the property of the Producer and be left in its undisputed possessions; provided, that if Producer fails to pay amounts owed to BMINS, then the records, use and control of expirations relating to such amounts owed, shall be vested in BMINS.

Producer understands that BMINS assumes no responsibility toward any policyholder or subproducer with regard to the adequacy, amount, or form of coverage and agrees to hold BMINS harmless from any claim asserted against BMINS in following instructions of Producer. Producer does hereby agree to indemnify and hold BMINS harmless from any and all losses, costs, claims, demands, and damages arising out of or caused by negligence, misconduct, misrepresentations, breaches of or failure to honor the terms of this Agreement.

Whenever either of the parties desires to give notice under this Agreement, they shall do so by depositing written notice in the mail, addressed to the other party at the last known address.

No waiver by BMINS of any breach of this Agreement by the Producer shall be deemed to be a waiver of another breach of the same or any other provision. Should any provision hereof be deemed invalid or unenforceable, such provision shall be deemed severable and shall not affect the balance hereof which shall remain in full force and effect.

All of the terms, provisions and conditions of this agreement shall be construed according to the laws of the State of Indiana.

This agreement may not be changed, altered and/or modified except in writing and signed by BMINS and the Producer.

No assignment of this Agreement by the Producer or assignment of any compensation payable hereunder shall be valid.

This Agreement supersedes all previous agreements between BMINS and Producer.

BEAUCHAMP & MCSPADDEN, INC.

PRODUCER

BY: _____

BY: _____

DATE: _____

DATE: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

Social security number								
OR								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement 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 (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

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 social security card. 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 social security card 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Writing "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 recipients, see *Exempt From Backup Withholding* 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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.)

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.

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, and the District of Columbia 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.