

Once again thank you for your interest in financing with the UCFS team. This paperwork is everything you need for us to process your application. To facilitate speedy processing, READ AND COMPLETE ALL REQUESTED INFORMATION and---be sure to SIGN YOUR NAME IN ALL THE PLACES INDICATED. ALL PAGES should then be initialed before you either fax to (440) 835-6646 or toll free 1-800-631-6600 Attention: Kimberly Rodman-Ortiz, or mail to:

**UCFS**  
**Attn:Kimberly Rodman-Ortiz / Marketing**  
**865 Bassett Road**  
**Westlake, OH 44145**

If you have any questions or if we can help in any way, please do not hesitate to contact the Marketing Department at (800) 344-5000, Ext. 6700.

We look forward to welcoming you into the UCFS family.

**“United...We’re a Team.”**



**U nited  
C onsumer  
F inancial  
S ervices**

HERE'S THE INFORMATION  
YOU REQUESTED



865 BASSETT ROAD  
WESTLAKE, OHIO 44145  
(800) 344-5000

**UNITED... WE'RE A TEAM**

# IMPORTANT PLEASE READ

## Instructions for completing the Distributor Agreement package

**DISTRIBUTOR AGREEMENT** print or type the date, official business name, Distributor name and business address in areas indicated on the first page of agreement if this portion of the agreement has not been completed. Highlighted signature areas require the person assuming financial liability. **THE DISTRIBUTOR AGREEMENT MUST BE SIGNED BY THE DISTRIBUTOR APPLICANT ONLY ON BOTH SIGNATURE LINES**, and official business name must appear on the signature page. The business name is the name to which UCFS will write checks. The business address is the address to which UCFS will forward all correspondence and supply orders.

**FINANCIAL STATEMENT** must be completed (front & back), all sections. Your signature, social security number date of birth and date signed are required.

**AUTHORIZATION FOR SOLE PROPRIETOR OR PARTNERSHIP OR CORPORATION** Requires signature in designated area. Along with Federal ID # if applicable.

**AGREEMENTS OR AMENDMENTS** that accompany the Distributor Agreement require signatures and official company name in the highlighted areas.

**W-9** Instruction sheet accompanies form.

**PAYDAYS** after decision is made as to which type of pay is desired (ACH, Wire, Federal Express, or US Mail), and payday choice has been selected, sign in area indicated. Please note: A company (voided) check must accompany form if **ACH** or **WIRE** transfer has been requested.

**DISTRIBUTOR AGREEMENT  
DISCOUNT PROGRAM**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ by and  
among \_\_\_\_\_  
*(Distributor: Corporation or Partnership or d/b/a --- Circle whichever applies)*  
and \_\_\_\_\_  
*(Individual)*  
both located at \_\_\_\_\_

being jointly and severally bound by the terms of this Agreement (collectively referred to as "Distributor"), and United Consumer Financial Services Company, 865 Bassett Road, Westlake, Ohio 44145 ("Company").

Distributor enters into retail installment contracts with individual purchasers ("Contracts") and desires to offer to sell these Contracts to Company, and Company desires to purchase Contracts on the terms and conditions set forth herein.

In consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. OFFER TO SELL: Distributor shall offer to sell Contracts to Company by delivering to Company an exact copy of each Contract and credit application, signed by all purchasers. Company may, in its sole discretion accept or reject any Contract and shall promptly notify Distributor of its decision to accept or reject each Contract. Distributor shall provide Company with the right of first refusal to purchase all of Distributor's Contracts.

2. PURCHASE OF CONTRACTS: When Company notifies Distributor of its decision to accept a Contract, Distributor shall promptly deliver to Company the executed Contract and credit application containing the original signatures of the purchasers and of Distributor's salesperson and containing the assignment executed by Distributor to Company. Company and Distributor acknowledge and agree that the sale, assignment, transfer and/or negotiation of any Contract shall not become effective until the expiration of any time period during which such assignment, sale, transfer and/or negotiation is prohibited by the Federal Trade Commission Trade Regulation Rule on Door-to-Door Sales or other applicable state or federal statute or regulation, or during which a purchaser has the right to rescind or cancel the Contract.

3. PURCHASE PRICE: Company shall pay Distributor a purchase price for each Contract equal to the Amount Financed on the Contract less the discount, deductions, fees, charges, offsets, deferrals and other terms set forth in Exhibit I attached hereto and incorporated by reference herein. When, in the Company's sole discretion, a Contract offered by Distributor has either an Amount Financed which exceeds the Company's financing standards or entails a higher than acceptable level of risk, the Company may purchase the Contract as a Deferred Payable Contract and retain a portion of the purchase price in a Deferred Payable Account, as more fully described on Exhibit I.

Initials \_\_\_\_\_

4. REPRESENTATIONS AND WARRANTIES: As to each Contract and credit application offered, sold and/or delivered to Company, Distributor represents and warrants all of the following:

- (a) That Distributor has full and perfect title to and right to convey the Contract and, that the products were unconditionally accepted by the purchasers;
- (b) That the Contract: (1) is the result of the sale of Distributor's own new products; (2) provides a purchase money security interest in the products sold; (3) was offered to Company within 10 days after the Contract was executed by the purchasers; (4) accurately and correctly reflects a genuine, bona fide sale and the price and terms thereof; (5) is the entire and sole Contract between the purchasers and Distributor as to the sale evidenced thereby; (6) is valid and enforceable according to all of its terms against all parties thereto; (7) was executed and the related sale was made in accordance with all applicable local, state and federal laws and regulations; and, (8) was not previously offered to any other financial institution;
- (c) (1) That the down payment is correctly stated in the Contract and was received by Distributor from purchaser in cash or by check; (2) that all blank spaces, including but not limited to all dates, dollar amounts, percentages and descriptions were completed in the Contract before it was executed by the purchasers; (3) there is no undisclosed agreement, concession, dispute or litigation of any nature relating to or affecting the Contract; and (4) the amount due from the purchasers under the Contract is not disputed or subject to any claim, set-off, deduction, credit, counterclaim, or defense in law or equity.

The representations and warranties contained in this Agreement shall apply to each Contract and credit application in addition to any representations and warranties made by Distributor in the assignment of each Contract.

5. COVENANTS OF DISTRIBUTOR: For each Contract sold to Company, Distributor covenants and agrees that it shall: (a) not make any agreement with the purchasers affecting Company without the knowledge and prior written consent of Company; (b) not alter or attempt to alter the terms of any Contract or credit application which was sold to Company; (c) immediately advise Company of its receipt of any amounts due and owing Company and immediately forward any such amounts to Company; and, (d) not sell, assign, or otherwise transfer any Contract which Company has accepted, or any other Contract or Agreement relating to the same sale on which the Contract is based, to any other person or entity including, but not limited to, a financial institution other than the Company.

6. REPURCHASE OBLIGATION: Distributor agrees to repurchase from Company any Contract upon written notice by Company that any one or more of the following conditions exist:

- (a) Customer has not made the first payment due under the contract terms;
- (b) A representation, warranty, or covenant contained in this Agreement has been breached as to such Contract; or
- (c) A representation or warranty contained in the individual assignment of such Contract is or becomes untrue or inaccurate.

Distributor shall be fully liable for all Non-Credit Losses.

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“Non-Credit Losses” shall include, but are not limited to: (1) sales cancellations by either purchaser or Distributor, (2) merchandise not delivered or picked up, (3) Contracts involving improper sales or solicitation practices--violation of rules, regulations and laws, (4) invalid or unenforceable Contracts, (5) sales involving any irregularities such as fraud, unfulfilled sales or service promises, misrepresentations, etc. and/or (6) late buyer’s remorse (until purchaser makes first payment).

The repurchase price payable by Distributor shall equal the net balance due from the Purchaser on such Contract on the date the Company receives the last payment, if any, by Purchaser, or the Date of Contract, whichever is later, plus finance charges accrued from said date to the date Company receives payment of the repurchase price from Distributor, less the original discount on such Contract and any amounts withheld on the Contract in the Deferred Payable Account not already paid Distributor. If Distributor pays Company the repurchase price on or before the Buyer is sixty (60) days contractually delinquent on the first payment on such Contract, then Company shall waive all accrued finance charges and the repurchase price shall equal the amount paid by Company to Distributor for such Contract.

Distributor agrees to pay the repurchase price to Company within three working days after receiving the above-described notice and further agrees that Company may at its option deduct or offset all or any portion of the repurchase price from any amounts payable by Company to Distributor at the time of the notice to repurchase or arising thereafter.

Company is not required to repossess or arrange for delivery to Distributor, or assume liability for any costs thereof, of any products that are security for a Contract that is repurchased. Upon repurchase by Distributor, Company agrees to reassign without recourse the Contract to Distributor.

7. COLLECTION OF CONTRACTS: Company, itself or through its designees, shall have the sole right to make collections on all Contracts purchased and to notify each purchaser of Company's purchase of such Contract. Distributor shall promptly forward to Company all communications, inquiries, and remittances, which it may receive with reference to the Contracts purchased by Company. Distributor hereby consents to and authorizes Company to endorse the name of Distributor upon any check or other form of payment which comes into the possession of Company in connection with such Contract, and Distributor hereby grants an irrevocable Power of Attorney to Company or its designee in connection with any such endorsements. The obligations of Distributor under this Agreement shall not be affected by any collection action taken or attempted on such Contracts by Company, nor by any settlement, extension, forbearance, or variation in terms of a Contract, nor by the discharge or release of obligations of a purchaser under a Contract by operation of law or otherwise.

8. INDEMNIFICATION AND JOINT AND SEVERAL LIABILITY: Distributor hereby agrees to indemnify and save Company harmless against any and all loss, liability, damage, cost, penalties, and expenses including, but not limited to, all attorneys' fees resulting directly or indirectly from Distributor's offer and sale of Contracts to Company under this Agreement, including, but not limited to, claims relating to any actions or omissions by Distributor, its agents, employees or representatives, warranty claims, products liability claims, taxes and assessments of any nature and kind levied on or based on the value, use, operation, transfer or sale of products which are the subject of the Contracts, and claims that Distributor, and/or its agents, employees or representatives, have violated any applicable local, state or federal laws, regulations or rules.

All parties to this Agreement expressly acknowledge and agree that the responsibilities, obligations, liabilities and indemnification's of Distributor under this Agreement apply jointly and

Initials \_\_\_\_\_

severally to all parties referred to as Distributor under this Agreement. Distributor shall notify Company in writing at least ten (10) days prior to the effective date as of which the corporation, partnership or sole proprietorship that is so included as Distributor in any manner changes or modifies its form as indicated in this Agreement, its name or name under which it is doing business or its ownership and shall provide any documents or information Company may require as a result.

9. REASSIGNMENT: When a Contract is reassigned by Company to Distributor under the terms of this Agreement or otherwise, the parties agree that such reassignment shall be without recourse and without any warranty or representation of any nature whatsoever. The parties intend that the legal effect of a reassignment is to return the parties to the same position as if there had never been an assignment of such Contract to Company; provided that such reassignment shall not act as a waiver of any additional or other rights the Company may have hereunder or at law or in equity.

10. AMENDMENTS: The parties agree and acknowledge that Company, at its sole discretion, may revise the terms contained in Exhibit I from time to time. Company will deliver a revised exhibit to Distributor by regular mail in advance of the effective date of the revision as stated in the revised exhibit. If Distributor continues to offer to sell Contracts to Company pursuant to this Agreement on and after the effective date of a revised exhibit, Distributor will be deemed to have accepted Company's offer to amend and this Agreement will be amended accordingly. Distributor may terminate this Agreement on the effective date of a revised exhibit by notifying Company in writing within three business days after the effective date, provided Distributor has not offered to sell Contracts to Company on or after the effective date. Except as set forth above, this Agreement may not be modified, altered or amended in any manner whatsoever except by a further agreement in writing signed by all of the parties hereto.

11. TERMINATION: Except as otherwise expressly set forth, either party may terminate this Agreement at any time upon 30 days prior written notice to the other party, unless there is material breach of this Agreement, in which case the non-breaching party may terminate this Agreement effective immediately by written notice to the other party. Termination of this Agreement for any reason shall not affect any right, obligation, or interest of either party relating to any Contract purchased pursuant to this Agreement by Company prior to the termination.

12. ADDITIONAL PROVISIONS:

- (a) It is understood and agreed, any law, custom or usage to the contrary notwithstanding, that Company shall have the right at all times to enforce the covenants and provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Company in refraining from so doing at any time or times; and further that the failure of Company at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same, shall not be construed as having in any way or manner modified, altered or waived the same.
- (b) The rights and remedies given to Company herein shall be cumulative and in addition to the other rights and remedies it may have by contract, statute or rule of law, and the exercise of any such right or remedy shall not exhaust the same or be deemed a waiver of any other right or remedy.
- (c) This agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.
- (d) This Agreement contains all of the understandings, promises and undertakings of the parties to this Agreement. The terms and conditions of this Agreement shall

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govern the purchase of any Contracts by Company from Distributor from the date of this Agreement signed by each party. Any and all prior written Distributor Agreements between Company and Distributor shall terminate on the date of this Agreement, provided that any such Distributor Agreements shall continue to govern the parties' obligations with respect to any Contracts purchased by Company from Distributor while such Agreement was in effect.

- (e) If any part of this Agreement is declared invalid, illegal and/or unenforceable, it shall be deemed separable and the remainder of the Agreement shall continue in full force and effect, and in lieu of such invalid, illegal and/or unenforceable provision, there shall be added automatically a provision as similar in terms to such invalid, illegal and/or unenforceable provision as may be possible which is valid, legal and enforceable. All words used shall be understood and construed to be of such gender or number as the circumstances may require. Paragraph headings are for convenient reference only and are not to be interpreted as a complete summary of each Paragraph.
- (f) Distributor hereby expressly authorizes Company to communicate at any time and from time to time with any of Distributor's business references, credit information sources, suppliers, associates, contacts, representatives, Purchaser(s) and/or employees concerning Distributor's activities which relate to matters relevant to this Agreement and Distributor hereby expressly authorizes such persons or entities to release any information concerning such activities.
- (g) The relationship established by this Agreement is that of assignor and assignee, and all obligations to be performed by Distributor under this Agreement shall be performed by it as an independent contractor. Nothing in this Agreement or otherwise shall be construed as constituting the Distributor as an agent, employee or legal representative of the Company for any purpose whatsoever. Except to the extent otherwise required by law, other than income to Company and taxes as pertain thereto, Distributor accepts full responsibility for all applicable tax reporting, obligations, payments and remittances arising out of or occurring as consequence or result of this Agreement or any Contracts relating to or subject to this Agreement.
- (h) The parties agree and acknowledge that each will accept a legible standard sized facsimile or photocopy of an executed version of this Agreement and/or any Amendment to this Agreement for any purpose for which the original is otherwise required.
- (i) The parties hereto acknowledge that this Agreement is entered into in and under, and the transactions contemplated herein will be undertaken in reliance on, the laws of the State of Ohio and that such transactions including but not limited to the sale of Contracts to Company and reassignment of Contracts to Distributor will occur in the State of Ohio. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be



governed by and construed and interpreted in accordance with the laws of the State of Ohio. Distributor agrees that in the event the Distributor commences any action, claim, suit or demand against Company related in any manner to this Agreement or to the relationship and/or dealings between Distributor and Company, such action, claim, suit or demand shall be brought solely in the United States District Court for the Northern District of Ohio, Eastern Division or the Court of Common Pleas, Cuyahoga County, Ohio, and the parties hereby irrevocably admit themselves to, and consent to the jurisdiction of, such courts.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

\_\_\_\_\_  
*(Business Name of Distributorship)*

**United Consumer Financial Services Co.**

By: **XX**  
**Signature (Owner/Officer)**

By: **XX**  
*(Signature)*

\_\_\_\_\_  
*(Print or Type Name)*

\_\_\_\_\_  
*(Print or Type Name)*

Title: \_\_\_\_\_

Title: Vice President

By: **XX**  
**Signature (Individual)**

\_\_\_\_\_  
*(Print or Type Name)*

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

**EXHIBIT I**  
**PURCHASE PRICE**

1. Discount    Contract Description

10%    Accepted "A" Contracts

\$850 or 55%    Company will pay Distributor on Contracts deemed less-than-A Contracts the  
(\$900 or 60%,    lesser of 55% of the Amount Financed or \$850. If the customer has signed up  
with EFT)    to have payments made via EFT, Distributor payable for less-than-A Contracts  
                         shall be \$900 or 60%, instead of \$850 or 55%.

Less-than-A contracts bought shall be subject to UCFS' substandard credit criteria, including faxing in a copy of the customer's downpayment check in an amount at least equal to one monthly payment and have a credit score greater than 0.

UCFS shall exercise its sole discretion in determining credit quality.

2. Deferred First Payment

Company may purchase acceptable Deferred First Payment Contracts at an additional 2.5% discount.

3. Same-As-Cash (SAC) Options

SAC fees in effect at time Contract is accepted shall apply. Company will not accept 6-month SAC options on 6-month term contracts or a 12-month SAC option on 12-month term contracts since, under the Contract terms, the option is automatically exercised by payment as agreed.

4. State Acquisition Fees

State Acquisition Fees in effect at time contract is accepted shall apply, except for \_\_\_\_\_ contracts, on which there will be no State Acquisition Fees, provided the first payment due date is no greater than 36 days from the contract date. For any contract on which the first payment due date is greater than 36 days, there will be a 0.25% per year Acquisition Fee.

5. Offset

Company may offset or withhold from the purchase price and from any and all Deferred Payable Accounts any amounts due and owing from Distributor to Company.

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# Authorization for Sole Proprietor OR Partnership OR Corporation

(Please notify UCFS immediately of any future changes.)

**Please fill out the following if your Kirby Distributorship is NOT Incorporated**

Sole Proprietor

Partnership

\_\_\_\_\_ (Social Security #)

Name of Company: \_\_\_\_\_

The persons whose names and signatures appear below are authorized to assign to United Consumer Financial Services (UCFS) consumer contracts for the purchase of Kirby products. This authorization remains in effect until UCFS is otherwise notified in writing by undersigned Sole Proprietor or Partners.

Name (Please Print)	Title	Signature
		X
		X
		X

**If your Kirby Distributorship is Incorporated, Please list the following information:**

CORPORATION

NAME OF CORPORATION: \_\_\_\_\_

State of Incorporation \_\_\_\_\_ Year of Incorporation \_\_\_\_\_

**Employer I.D #** \_\_\_\_\_

**Please list the officers of your Corporation, both as to Name and Title:**

Officer's Name	Title

The persons whose names and signatures appear below are authorized to assign to United Consumer Financial Services consumer contracts for the purchase of Kirby Products. This authorization remains in effect until United Consumer Financial Services is otherwise notified in writing by the undersigned President of the above named Corporation.

Name (Please Print)	Title	Signature
		X
		X

# QUESTIONS ABOUT ACH

## 1. What is ACH?

Electronic funds transfer from our bank to your bank via Automated Clearing House. This is the same system used by the government to make Social Security direct deposits to individuals.

## 2. How is it different from Wire Transfers?

- Significantly lower cost.
- Takes two (2) bank business days.
- Wires take from one (1) hour to one (1) banking day.

## 3. How will I be notified when the funds are in my account?

Check with your local bank. UCFS will notify you the same as always via your DNCR.

## 4. Why should I consider ACH?

- Versus check: Faster, more efficient and dependable. Funds are available upon receipt in your bank account. No mail delays.
- Versus Federal Express: Reduces cost.
- Versus wire: Reduces cost, and may be almost as fast (i.e., if ACH daily, Vs wire transfer twice per week).

## 5. If I go on ACH, can I change back to Wire or Mail?

Yes, with proper notification received by Connie Paynter at UCFS by 11:00 AM EST.

## 6. Can I have a combination of Wire and ACH, on an ongoing basis?

Yes, with a Distributor Pay Request Form filed at UCFS.

## 7. Can I override ACH with Wire Transfer on particular days, if desired?

Yes, with proper notification received by Connie Paynter at UCFS by 11:00 AM EST.

## 8. Why would anyone stay on Wire Transfer?

Some Distributors may presently want wire transfers five (5) days a week for cash flow management (instant availability of funds) and or the wire fees may represent a small percentage of total amounts.

## 9. How much will ACH cost the Distributor?

There is no origination charge to Distributors. While we have heard of no local (receiving) banks that charge their customers for ACH, you should check with your bank to be absolutely certain.

# DISTRIBUTOR PAY OPTIONS

**(SELECT ONE)**

- ACH** - No origination cost. (Inquire about destination fee, if any, at your bank.)  
*(A BLANK VOID CHECK REQUIRED FOR ACH.)*
  
- WIRE SERVICE** - Origination charge of \$6.00 per wire transfer. (Inquire about destination fee, if any, at your bank.)  
*(A BLANK VOID CHECK REQUIRED FOR WIRE TRANSFER)*

\*\*\*\*Minimum dollar amount to be Wired \$ \_\_\_\_\_\*\*\*\*

PLEASE ALLOW 7-10 DAYS FROM UCFS NUMBER SET-UP  
TO ACTIVATE ACH OR WIRE TRANSFER (CHECK REQUIRED).


- FEDERAL EXPRESS**
  - Priority Overnight Letter (delivery by 12:00 PM\*) \$ 11.75
  - Standard Overnight Letter (delivery by 3:00 PM\*) \$ 10.50
  - Saturday Delivery (additional charge) \$ 10.00

\* Some restrictions apply
  
- US MAIL** - 1<sup>st</sup> Class, no charge

**DURING SET-UP PERIOD HOW WOULD YOU PREFER TO BE PAID?**  
**SELECT ONE:**       **FEDERAL EXPRESS (Standard Overnight)**  
                                  **US MAIL**

## PAYDAY CHOICES

- Thursday Only
- Monday & Thursday
- Monday, Tuesday & Thursday
- Monday, Wednesday & Thursday
- Monday, Tuesday, Wednesday & Thursday
- Everyday**

 Signature: X \_\_\_\_\_

**Factory Kirby Number:** \_\_\_\_\_

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

<b><u>For UCFS Office Use Only</u></b>		
Company Name: _____		
Bank Name: _____		
Bank Address : _____		
City: _____	State: _____	Zip: _____
Checking Account Number: _____		
ABA Routing Number: _____		

# INSTRUCTIONS FOR COMPLETING W-9'S

## **Purpose:**

A W-9 is an IRS request for taxpayer's identification number. The IRS requires this form in order to certify that the payer is not subject to backup withholding taxes. Failure to complete this form can result in Distributor being assessed backup withholding taxes of 20% on any Interest on Reserve income and possibly, on other payments.

## **Instructions:**

**Name, Address, Account Numbers:** Print or type your official business name and address. The business name is the name to which UCFS will write checks. The address is the address to which UCFS will forward all correspondence.

List your Distributor number with UCFS (if applicable) in the field entitled "List Account Number(s)".

## **Taxpayer Identification Number for All Accounts:**

Print or type in your Taxpayer Identification Number (also known as Employer Identification Number). For corporations, partnerships, and any other business which has employees, this is your Federal Identification Number. For individual businesses which do not have a Federal Identification Number, this will be your Social Security Number.

## **Signature:**

For corporations, partnerships, and other businesses which have employees (filled in a Federal Identification Number above), the signer is an officer of the corporation, partner, or the owner of the business.

For individuals or businesses (filled is a Social Security Number above), the SIGNER is the holder of the Social Security Number.

## 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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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:

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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:

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- 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>2</sup>

<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>3</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>1</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:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- 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.

# PERSONAL FINANCIAL STATEMENT

**United Consumer Financial Services**

**865 Bassett Road**

**Westlake, Ohio 44145**

**Telephone: 1-800-344-5000 x6700 Fax (Marketing Dept.) 1-440-835-6646**

SECTION 1 – INDIVIDUAL INFORMATION	SECTION 2 – PARTNER INFORMATION (IF ANY)
Name:	Name:
Residence Address:	Residence Address:
City, State & Zip:	City, State & Zip:
<i>Res. Phone:</i>	<i>Res. Phone:</i>
Business Name:	Business Name:
Business Address:	Business Address:
City, State & Zip:	City, State & Zip:
<i>Bus. Phone:</i>	<b>Your status with Kirby (FD, DT):</b>
<i>Fax:</i>	<b>Promoting Distributor:</b>
<i>Business email:</i>	<b>Promoting Distributor's Kirby number:</b>
<i>Cell Phone:</i>	<b>Division #/Region:</b>

SECTION 3 – STATEMENT OF FINANCIAL CONDITION AS OF <span style="float: right;">20,</span>			
ASSETS <small>(Do not include Assets of doubtful value)</small>	IN DOLLARS	LIABILITIES	IN DOLLARS
Cash on hand in banks		Notes payable to banks – secured	
US Gov't. & Marketable Securities –Schedule A		Notes payable to banks – unsecured	
Non-Marketable Securities –Schedule B		Due to brokers	
		Amounts payable to others – secured	
		Amounts payable to others – unsecured	
		Accounts and bills due	
Real Estate Owned –Schedule D		Unpaid income taxes & interest	
Loans Receivable		Real estate mortgages payable- Schedule D	
Automobiles and other personal property		Other debts – Itemize:	
Cash value – life insurance –Schedule E			
Other assets – Itemize:			
		Total Liabilities	
		Net Worth	
Total Assets		Total Liability and Net Worth	

SOURCES OF INCOME FOR YEAR ENDED <span style="float: right;">, 20</span>	PERSONAL INFORMATION
Salary, bonuses & Commissions \$	Do you have a will? _____ if so name of executor.
Dividends \$	Are you a partner or officer in any other venture? If so, describe.
Real estate income \$	
Other income \$	
Total: \$	Are you obligated to pay alimony, child support or separate maintenance payments? If so, describe.
	Are any assets pledged other than as described on schedules? If so describe.
<b>CONTINGENT LIABILITIES</b>	
Do you have any contingent liabilities?.	Income tax settled through (date)
As indorser, co-maker or guarantor? \$	Are you a defendant in any suits or legal actions?
On leases or contracts? \$	Personal bank accounts carried at:
Legal Claims \$	Have you ever been declared BANKRUPT? If so describe:
Other special debt \$	
Amount of contested income tax liens \$	

**SCHEDULE A – U.S. GOVERNMENTS & MARKETABLE SECURITIES**

Number of Shares of Face Value (Bonds)	Description	In Name of	Are These Pledged?	Market Value

**SCHEDULE B – NON-MARKETABLE SECURITIES**

Number of Shares	Description	In Name Of	Are These Pledged?	Source of Value	Value

**SCHEDULE C – PARTIAL INTERESTS IN REAL ESTATE EQUITIES**

Address & Type of Property	Title In Name Of	% Of Ownership	Date Acquired	Cost	Market Value	Mortgage Maturity	Mortgage Amount

**SCHEDULE D – REAL ESTATE OWNED**

Address & Type of Property	Title In Name Of	Date Acquired	Cost	Market Value	Mortgage Maturity	Mortgage Amount


**SCHEDULE E – LIFE INSURANCE CARRIED**

Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value

**SCHEDULE F – BANKS OR FINANCE COMPANIES WHERE CREDIT HAS BEEN OBTAINED**

Name & Address Of lender	Credit In The Name Of	Secured Or Unsecured?	Original Date	High Credit	Current Balance

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with others, execute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of a change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the statements made herein, and to determine my / our creditworthiness. You are authorized to answer questions about your credit experience with me / us.

Please Sign Here  **Signature** (Individual) \_\_\_\_\_  
 S.S.No. \_\_\_\_\_ **Date of Birth** \_\_\_\_\_  
 Signature (Partner, if any) \_\_\_\_\_  
 S.S. No. \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

Date Signed: \_\_\_\_\_ 20\_\_\_\_\_