

BANK FEE AGREEMENT

This agreement, entered into the 1st day of July, 2022, by and between Bank of Oklahoma, N.A., with offices located in Oklahoma City, Oklahoma, hereinafter referred to as "Bank", and the County Treasurer of Oklahoma County, Oklahoma hereinafter referred to as "Client", witnesseth:

Whereas, Client has found it necessary and desirable to retain the services of Bank of Oklahoma, N.A. The Bank is competent and qualified to perform these services during the term of the contract.

Now, therefore, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, Bank agrees to provide, and Client agrees to accept, those services which are described herein, in accordance with the terms and conditions set forth as follows:

1. Effective Date, Duration and Termination

This agreement shall be effective as of July 1, 2022, and will terminate June 30, 2023, unless terminated earlier by the Client by a written thirty days' notice to the Bank, or until the Client has received a written thirty-day notification of change, or termination by an Officer of the Bank. Bank shall be entitled to receive compensation for all services performed hereunder through the date of termination.

2. Client's Obligations

Client's responsibility is to compensate the Bank as set forth in item 4.

3. Bank's Obligations

As Client, the County Treasurer agrees that the Bank's responsibility under this agreement will be subject to the same terms and conditions as would apply in a normal banking transaction, generally attained through the standard of reasonable care. Bank shall provide, but is not limited to the following banking services in Exhibit 1 & 2. In addition, Bank is obligated to respond timely to audit confirmation requests made by the State Auditor &

Inspector with respect to Client's accounts.

4. Bank's Compensation

All account expenses shall be reflected in monthly account analysis as set out in Exhibit 3. The monthly account analysis will provide itemized detail of all charges and average ledger balance information. Any interest earnings and bank charges for any given month will be accounted for as outlined in Exhibit 3. All fees will be approved in accordance with Exhibits 1 & 2. Any adjustment will be made in the following month's charges.

5. Lockbox Procedures

Bank will pick up mail from the following post office box:

P.O. Box 268875

at the Oklahoma City Main Post Office at multiple advantageous times throughout the night and morning hours.

All processed items picked up by Bank by 7:30 a.m. each weekday, except Bank Holidays, will be deposited the same day. Bank will image capture both front and back of all processed items prepared for deposit. Client will download file from BOK Financial.

Client will have unlimited access to Image Archive via Internet access. Bank will maintain 90 days of images via online access and near line access for images up to one year.

In order to maximize funds availability, the Bank must make a daily deposit. At the Bank's discretion and depending on volume the Bank may make additional deposits in any given day.

Processed items will include the following:

- A. Like payments (check amount and bill stub amount match)
- B. Cash payments (cash amount and bill stub amount match)

- C. Multiple stubs or multiple checks and cash that are in balance
- D. Payments less than stub amount (no greater than \$5.00 less)
- E. Stubs with notes written on them (batched separately)
- F. Payments in excess of first half amount

All other items, including checks without a bill stub or an account number written on the check, multiple stubs that do not balance with the check, and under/over payments that differ greater than \$5.00 more or less than the stated amount due on the stub will not be processed.

Client may utilize the interactive lockbox to process check only payments (when account number is present).

Bank will optically scan bill stubs for all processed items, reenter all such bill stubs that are rejected, and balance all such stubs with the processed items. Checks will be processed for the amount written in numeric format. It is mutually agreed that Bank will use its best efforts to process rejected (non-scannable) items in a timely manner. Client acknowledges that excessive rejects will affect the timeliness of Bank's processing and may therefore adversely affect the timing of data transmissions. Further, Client acknowledges that rejects in excess of 1% per day will be charged at \$.25 per rejected item.

Test Runs: Approximately two weeks before actual lockbox processing the Client will provide materials (i.e. stubs) to be tested.

6. TreasurySource - Corporate

TreasurySource - Corporate consists of web-based access to information and transaction initiation services. In accessing TreasurySource - Corporate, Client agrees to use the procedures prescribed by Bank. Bank is hereby authorized to accept as authentic and act upon any message transmitted to and received by Bank from Client, when such message is transmitted to and received by Bank in accordance with the TreasurySource - Corporate procedures, including passwords, and other means of access, and keeping them under strict

security.

7. Image Cash Letter

Image Cash Letter Services will be provided according to the terms of this Agreement. You will provide captured check Images and check data (using your own methods and devices), including the magnetic ink character recognition (MICR) formatting information through electronic transmissions (the "Transmissions") to us in the format and specifications we require. You authorize us to process the Transmissions as may be applicable (as substitute checks, electronic images, or photos in lieu) for further clearing through any other financial institutions, clearinghouse, or Federal Reserve Bank (as substitute checks, electronic images, or photos in lieu). You agree you are solely responsible for the creation and transmission of these Transmissions to us. If any Transmission (including any source document) does not meet our requirements for processing or those of any transferee, you assume all risk of loss or delay in processing such Transmission. You also authorize us to either return the Transmission to you without further processing; process the Transmission as sent by you; process the items as photocopies in lieu of the originals; or repair or attempt to repair the Transmission for further processing; in our discretion, and without liability.

Transmissions must be received by us no later than 10:00 p.m. (CST), and files received after that time will be considered deposited as of the next Business Day. A Transmission will be deemed received when the entire file has been received by our system and made available to us to validate. Based on the size of the Transmission file, there may be a delay between the time you begin to send the file and the completion of the transfer. You agree to make every effort to send the Transmission as early in the day as possible.

You shall be solely responsible if any Transmission for which you have been given provisional credit is returned or reversed, and neither we nor our subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification, final settlement or return. You agree that we shall have no liability for

the content of payment-related information as received from you. You shall be solely responsible for the original checks, including storage and retrieval. You agree to provide a legible copy of an image or the original check if requested by us within five (5) business days of such request. If you are unable to provide the original or legible copy, you shall be liable for any associated loss or claim involving the check. You will not present a Transmission or the original or substitute Check more than once to us and shall be responsible for any and all losses or claims resulting from presenting such check or Transmission for payment more than once through any method.

You warrant and represent to us that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original check at the time each check was truncated; (b) each Transmission contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the check; (c) each Transmission conforms to the technical standards for an electronic item set forth in Regulation J and Federal Reserve Bank operation circulars, and for a substitute check set forth in Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original Check or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) you will not redeposit through this Service any Transmission representing a check previously deposited and returned to you; (f) you will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access or duplicate presentment; and (g) you will only create Transmissions for checks that originated as paper checks.

8. Governing Law

This agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma.

9. Causes Beyond Control

Neither party shall be responsible for delays or failure in providing services or payment resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

10. All Amendments in Writing

No amendment to the agreement shall be effective unless in writing, approved and signed by duly authorized representatives of both parties.

11. Entire Agreement

CLIENT AND BANK REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

DATED this 11th day of May, 2022

OKLAHOMA COUNTY TREASURER

Forrest "Butch" Freeman

FORREST "BUTCH" FREEMAN

ACCEPTED this 15th day of June, 2022

BANK OF OKLAHOMA, N.A.

BY: Faison Shannon Faison

TITLE: SVP- Treasury Management

APPROVED this _____ day of _____, 2022


BOARD OF COMMISSIONERS

OF OKLAHOMA COUNTY, OKLAHOMA

ATTEST:

COUNTY CLERK

APPROVED AS TO FORM AND LEGALITY:



ASSISTANT DISTRICT ATTORNEY

6-23-22
DATE

EXHIBIT 1

SERVICE DESCRIPTION	FEE
General Account Services:	
Account Maintenance	\$15.000
Deposits / Credits Posted / Electronic Credits	\$0.300
Checks / Debits Posted / Electronic Debits	\$0.180
Bank Confirmation (each)	\$20.000
Daily Statement (per account/per month)	\$60.000
Multiple Statement	\$5.000
Deposit Correction – CR/DB	\$5.000
Bank Research (Non-Bank error – per hour)	\$25.000
Paid Check/Research Photocopy (each)	\$3.500
Telephone Transfers	\$5.000
Warrants	\$0.500
Branch Deposits:	
Branch Coin & Currency Deposit (Split: First 20)	\$0.000
Branch Coin & Currency Deposit (Split: 21 st & more)	\$1.050
Branch Coin Furnished	\$0.080
Branch Currency Furnished	\$0.600
Checks Deposited:	
On-Us	\$0.025
In State	\$0.050
Out of State	\$0.080
Cks Dep-Image On Us	\$0.030
Cks Dep-Image Group I	\$0.040
Cks Dep-Image Group II	\$0.060
Cks Dep-Image Group III	\$0.070
Cks Dep-Image Group IV	\$0.080
Cks Dep-IRD Group I	\$0.080
Cks Dep-IRD Group II	\$0.080
Cks Dep-IRD Group III	\$0.100
Cks Dep-IRD Group IV	\$0.130
ICL Image Deposit	\$1.000
ICL Transmission (per account/per month)	\$150.000
Rejects	\$0.300
Encoding	\$0.030
Checks USD drawn on Canada	\$5.000

EXHIBIT 1

SERVICE DESCRIPTION	FEE
Return Items:	
Returned Deposited Item	\$3.000
Return Item Special Instruction (per account/per instruction)	\$5.000
Reclears	\$3.000
Web Access (ReturnSource) per account/per month	\$15.000
Automated Clearing House (ACH):	
ACH CR/DB Originated (per item)	\$0.100
ACH Data Transmission (per file)	\$5.000
ACH Origination Monthly Fee (per account/per month)	\$10.000
ACH Module (per TS ID/per month)	\$10.000
ACH NOC CR/DB (per item)	\$3.000
ACH Return CR/DB (per item)	\$3.000
Same Day ACH (per account/per month)	\$20.000
Same Day ACH CR/DB Originated (per item)	\$0.950
ACH Pos Pay-DB Module	\$35.00
ACH Pos Pay-Email/Text Message	\$0.05
Wire Transfer Services:	
Incoming Wire	\$7.000
Incoming Wire/Notify	\$13.000
Domestic Outgoing Wire via Phone or Online (<i>Repetitive or Non Repetitive</i>)	\$7.500
Wire Module (per TS ID/per month)	\$10.000
Check Imaging Services:	
Imaged Items CR/DB w/o Recon	\$0.035
Imaged Item Web Access (eVision) per month	\$20.000
Image Archiving CR/DB – 7 years	\$0.020
Information Reporting:	
Previous Day Report (per account/per month)	\$30.000
Same Day Detail Report (per account/per month)	\$40.000
Balance Reporting Detail (per item)	\$0.050
Book Transfer	\$2.000
ERD Module	\$7.000
ERD ACH/RET/NOC	\$10.000
Online Stop Payment (Single 6 months)	\$18.500
Online Stop Payment (Single 12 months)	\$22.000
Online Stop Payment (Range 6 months)	\$50.000
Online Stop Payment (Range 12 months)	\$55.000

EXHIBIT 1

SERVICE DESCRIPTION	FEE
Lockbox:	
Processing with Imaging (per item)	\$0.105
Monthly Maintenance	Waived
Processing Rejects (in excess of 1% per day)	\$0.250
Exceptions (per item)	\$0.180
Data Transmission (per file)	\$7.500
Retail RemitView	\$5.000
RemitView Extended Archive – 7 years (per item)	\$0.008
Non Check Image	Waived
Keystroke/Data Capture	Waived
Cash Item	Waived
E-mail	\$2.000
Remote EP Monthly (<i>Interactive Lockbox</i>)	\$25.000
Remote EP (per item – <i>Interactive Lockbox</i>)	\$0.250
CD-ROM (per CD-ROM)	\$15.000
Retail Low Speed Opening	\$0.04
Retail LBX e-mail	\$2.00
Sweep Services:	
Repo Maintenance Fee (per account)	\$15.00
Overdraft-Negative Interest:	
Overdraft Fee (per item)	\$26.00
Overdraft Interest – based on Chase Prime Rate	
Negative Collected Balance – based on Chase Prime Rate	

Safekeeping Fees - See Exhibit 2



BANK OF OKLAHOMA_{N.A.}
Investment Operations

SCHEDULE OF FEES
Financial Institutions & Corporations

SAFEKEEPING SERVICES

**Can Be Charged Against Analysis
on BOK Deposits**

Monthly Maintenance Fee (per Receipt)	\$1.50
Minimum Monthly Fee	\$3.00
Deposit/Withdrawal	\$25.00
Maturities	N/C
Collection/Disbursement of Incomes:	
▪ Coupons Clipped (per Envelope)	\$2.50
▪ Securities w/Monthly Paydowns (per Paydown)	\$5.00
▪ Cashiers' Checks Issued (per Check)	\$5.00
▪ Wires	\$6.00
▪ BOK Deposit	N/C
Special Handling:	
▪ Pledged Receipts (Issued or Released)	\$10.00
▪ Registration/De-Registration	\$25.00
▪ Postage/Insurance	Cost

PORTFOLIO ACCOUNTING SERVICES

Can Be Charged Against Analysis on BOK Deposits

1 month-end report/Web Access	\$100.00
1 month-end report/Mailed	\$125.00
Quarterly Board-Ready Charts & Graphs	\$40.00
Portfolio Extract/Web Access	N/C

We, Bank of Oklahoma Investment Operations, will make every effort possible to identify and collect securities that have been called for payment; however, we cannot be held responsible for failure to present such securities for payment.

#450

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6/22/2022

COUNTY DEPARTMENT MAKING REQUEST: Treasurer - C. Miller x1313

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: _____

Approval as to form and legality on
Annual Bank Fee Agreement with
Bank of Oklahoma for FY 2022-23.

New bank fees are highlighted and agreed
upon by both parties.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Forrest "Butch" Freeman

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Wrong date
OC 1st Page

OK
6/23/22
Sh.

6-22-22
Sh. CC

DAVID W. PRATER
DISTRICT ATTORNEY

By: _____


AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the Senior Vice President (title) for Bank of Oklahoma (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the "Board")] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

Bank of Oklahoma
Business name of Contractor, Architect, Supplier or Engineer
By 
Printed Name of Affiant: Bryan York
Individually and on behalf of the Contractor

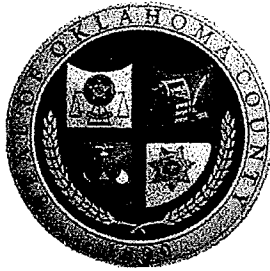


Attested to before me this 22 day of June, 2022

By James C. - 91 McBeth

Note: 62 OKL.ST.ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Twenty-five Thousand Dollars (\$25,000.00) or more to complete the statement required by Section 3109 of Title 74.

RETURN THIS FORM WITH W-9



David B. Hooten
Oklahoma County Clerk
Rick Buchanan, Chief Deputy

VENDOR:

In order to process your vendor payments, we are required to keep on file ALL Vendor Tax ID numbers.

Please complete the appropriate boxes below and fill out the attached W-9 form and fax to:
405-713-1524

If your company provides one of the services listed below to Oklahoma County, please check the appropriate box: Legal ☐ Medical ☐ Rent ☐

PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION TO ASSURE ACCURACY.

	Tax Identification Number
<input type="checkbox"/> Corporation	_____
<input type="checkbox"/> Partnership	_____
<input type="checkbox"/> Individual/Proprietorship	_____
	(List Social Security Number)
<input checked="" type="checkbox"/> Other (Please explain)	<u>73-0780382</u>

Legal name as it appears on tax documents filed with the IRS

Bank of Oklahoma

Phone Number: 405-272-2424

Email: sfaison@bokf.com

The IRS requires 33% withholding on amounts paid to persons who have not submitted required Taxpayer Identification information. A Form 1099 will be mailed to the W-9 address on file to report payments to Individual or Partnerships.

NOTE: If your company is listed as LLC, please designate whether it is Individual/ Sole Proprietor, Corporation, or Partnership in accordance with IRS regulations.

If you have any questions, please contact the Oklahoma County Clerk's office Accounts Payable Department at 405-713-1516 or 405-713-1547.

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BOKF, N.A.	
	2 Business name/disregarded entity name, if different from above Bank of Oklahoma	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► Financial Institution	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 11 Exemption from FATCA reporting code (if any) J <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 1 Williams Center, P.O. Box 2300	Requester's name and address (optional)
	6 City, state, and ZIP code Tulsa, OK 74192	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

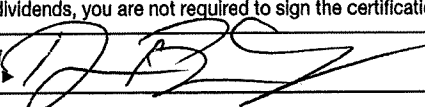
Social security number								
			-				-	
or								
Employer identification number								
7	3	-	0	7	8	0	3	8 2

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person 

Date ► 6/22/22

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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