shall be solely responsible for Contractor’s taxes, and OSC shall not withhold any FICA, FUTA, or other payroll taxes from payments to Contractor. Contractor acknowledges that it is ineligible for any benefits offered to employees of OSC, including any health, medical, unemployment, retirement, or workers’ compensation benefits. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture among the parties, or to constitute any party as an agent of the other party. Contractor expressly agrees that she/he will not hold her/himself out as an employee or agent of OSC, or purport to act on behalf of OSC, to any person.

B. Nonexclusivity. Neither party is restricted from providing services to, or soliciting services from, or otherwise contracting with, the same or other clients or vendors of each other, so long as such engagements do not interfere with any obligations hereunder.

5. Confidentiality and Non-Disclosure.

A. Disclosure of Confidential Information. During the term hereof, either party (a “Disclosing Party”) may disclose Confidential Information (defined below) to the other party (a “Receiving Party”). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or agents (collectively “Agents”) who have a need to know such Confidential Information in connection with the SOW or otherwise as the business context dictates; (b) advise its Agents of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Agents to keep the Confidential Information confidential; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of its Agents.

B. Use of Confidential Information. The Receiving Party agrees not to use the Confidential Information during the term hereof or thereafter for any purpose other than as authorized by this Agreement, without the prior written consent of the Disclosing Party.

C. Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and cause irreparable harm. In addition, the damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be difficult to calculate. Therefore, the Parties agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys’ fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.

D. “Confidential Information.”

(i) For purposes of this Agreement, “Confidential Information” means any data or
information that is proprietary to the Disclosing Party and not generally known to the public, whether in a tangible or an intangible form, whenever and however disclosed, including, but not limited to: (a) any marketing/fundraising strategies, donor lists, plans, financial information, projections, operations, revenue estimates, business plans and performance results relating to the past, present or future business or professional activities of such Party, its affiliates, subsidiaries and affiliated companies; (b) plans for events, products or services; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (e) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party; that the Confidential Information has been developed and obtained through significant efforts by the Disclosing Party; and that Disclosing Party regards all of its Confidential Information as trade secrets.

(ii) Notwithstanding anything in the foregoing paragraph to the contrary, Confidential Information shall not include information which: (a) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

6. **Work Made For Hire/Assignment of Rights.** Contractor and Contractor's employees and subcontractors acknowledge and agree that the Specified Services to be rendered by Contractor are being specially ordered and commissioned by OSC for use in connection with its governmental purpose and that any materials originated, prepared, suggested or devised by Contractor or Contractor's employees or subcontractors, including but not limited to all ideas, concepts, scripts, designs, logos, artistic and literary works and intellectual property created, developed, and/or designed by Contractor or Contractor's employees or subcontractors, either individually or in collaboration with others, and all elements thereof and any results and proceeds from those contributions (collectively, "Materials") that Contractor or Contractor's employees or subcontractors may furnish to OSC, and the copyright and all other proprietary right, title and interest in such Materials, shall be owned by OSC as the author of such Materials, which shall be considered "works made for hire" pursuant to the United States Copyright Act, 17 U.S.C. Section 101. If, for any reason, any of the Materials are held not to be a "work made for hire" as contemplated under the U.S. Copyright Act, then Contractor and Contractor's employees and subcontractors, by entering into this Agreement, irrevocably grant and assign, free and clear of any claims, all of Contractor's and Contractor's employees' and subcontractors' rights and interests in the Materials and its constituent parts to OSC, exclusively and perpetually, throughout the world, now or later known or devised. Contractor and Contractor's employees and subcontractors waive any so-called "moral rights" which may
now or hereafter be recognized in connection with the Materials. Contractor and Contractor’s employees and subcontractors agree that OSC shall have the exclusive right, but not the obligation, to file applications for copyright, trademark, patent, and other protections throughout the world to protect OSC’s rights in the Materials and that Contractor and Contractor’s employees and subcontractors shall, upon the request of OSC, perform such legal acts and execute and deliver to OSC any such documents, applications and assignments reasonably requested by OSC to secure, enforce and protect OSC’s rights in the Materials. Contractor shall ensure that its employees and subcontractors subscribe to be bound by the provisions of this section in writing. Any breach of this provision by an employee or subcontractor of Contractor shall be deemed a breach by Contractor.

7. **Indemnification.** The Contractor shall indemnify, defend, and hold OSC harmless from and against any damage, loss, cost, or liability (including without limitation reasonable attorney’s fees and court costs) arising out of or resulting from, directly or indirectly (1) the Contractor’s willful misconduct, and (2) the Contractor’s breach of any provision of this Agreement. The Contractor shall be considered a “Gableman Indemnified Party” within the meaning set forth in the contract between the Special Counsel and the Wisconsin Assembly.

8. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party of any breach by the other party of any term or provision of this Agreement shall be deemed a waiver of any similar or dissimilar term or provision at the same or at any prior or subsequent time. All recitals are incorporated into the material terms of this Agreement and shall become a part hereof.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party hereto may execute this Agreement by signing any such counterpart. A signed copy of this Agreement or any amendment hereto, or any other document related hereto transmitted via electronic mail, facsimile machine, or facsimile machine shall be deemed an executed original of such document for all purposes. No inference shall be drawn in favor of or against either party as a drafter of any provision of this Agreement, and this Agreement shall be considered drafted mutually by the parties hereto.

10. **Severability; Survival.** If, in any jurisdiction, any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the parties’ intention as to the invalid or unenforceable term or provision. The parties’ obligations in Sections 3.D, 5, 6, 7, and 12 hereof will survive any termination of this Agreement.

11. **Assignment.** This Agreement shall inure to the benefit of, and shall be enforceable by, the parties and their respective legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors, and permitted assigns. This Agreement may not be, nor may any right or interest hereunder be, assigned by either party without the prior written consent of the other party.

A. This Agreement is to be governed by and interpreted under the laws of Wisconsin without regard to its conflict of laws principles. The parties agree to submit to binding arbitration in Wisconsin with respect to any and all matters in dispute and in controversy between them concerning this Agreement, to be administered by the American Arbitration Association in accordance with its commercial arbitration rules.

B. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to prevent, delay, or preclude a party from seeking and obtaining injunctive relief from a court of competent jurisdiction pursuant to Section 5.C of this Agreement. For this purpose, the parties irrevocably submit to the jurisdiction of the courts of Wisconsin and the federal courts of the United States of America located in the Eastern District of Wisconsin with respect to the interpretation and enforcement of the provisions of this Agreement. The parties hereby mutually waive and agree not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement of this Agreement, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that venue therein may be inconvenient or inappropriate or that this Agreement may not be enforced in or by such courts. The parties hereby consent to and grant any such court jurisdiction over their persons and over the subject matter of any such dispute.

The prevailing party in any dispute arising under or out of this Agreement shall be reimbursed and indemnified by the party not prevailing in such dispute for all costs and expenses reasonably incurred by the prevailing party in enforcing or establishing its rights hereunder, including

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**AGREEMENT CONTINUES ON THE NEXT PAGE.**

without limitation court costs, arbitration costs, and reasonable attorney's fees.

IN WITNESS WHEREOF, the Contractor and OSC have caused this Agreement to be signed as of the Effective Date.

**CONTRACTOR**

Edward CHAIM
Date: 11/27/2021
Address:
4409 W Tripoli Ave., Milwaukee, WI 53220
Signature: [Signature]
Office of the Special Counsel

STATEMENT OF WORK

CONTRACTOR: Edward CHAIM

1. The CONTRACTOR shall provide investigative services as an Investigator to the OSC for the sum of Forty Dollars per hour ($40.00 US Dollars per hour).

IN WITNESS WHEREOF, the Contractor and OSC have caused this Agreement to be signed as of the Effective Date.

CONTRACTOR
Name: Edward CHAIM
Date: 11/27/2021
Address:
4409 W Tripoli
Ave Milwaukee,
WI 53220

Signature:

OFFICE OF THE SPECIAL COUNSEL
Name: Michael Gableman
Date:
Address:
Email. Signature:
CONTRACTOR: NAME Zoey Hayes

This Services Agreement (the "Agreement") is made as of the latest date noted in the signature blocks below (the "Effective Date"), by and between the Office of the Special Counsel ("OSC"), an agency of the Wisconsin state government, and the independent contractor noted above (the "Contractor") (each of OSG and the Contractor may be referred to as a "party" and collectively, the "parties").

RECITALS:

R-1. The Contractor is engaged in the business of providing certain services.

R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and OSC agree as follows:

1. Scope of Services.

A. Provision of Services. The Contractor will provide the services provided for in any mutually executed Statement of Work ("SOW") issued under this Agreement, subject to any terms and conditions set forth therein (such services hereinafter the "Specified Services"). The terms of this Agreement shall be deemed to be expressly included in and made a part of any SOW.

B. Acceptance of Services. The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

2. Fees.

A. Fee Schedule. Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.

B. Payment of Fees.

(i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

(ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
3. **Term and Termination.**

   A. **Term.** This Agreement takes effect on the Effective Date and shall continue in effect until terminated as specified below.

   B. **Termination For Breach.** Either party may terminate an SOW or this Agreement upon written notice if the other party materially breaches any provisions of an SOW or this Agreement and fails to remedy that breach within ten (10) days after written notice of such breach.

   C. **For Convenience.** Either party may terminate any SOW or this Agreement upon 30 days’ advance written notice to the other party of termination under this provision.

   D. **Effect of Termination.**

      (i) Termination of this Agreement terminates all outstanding SOWs. Termination of one SOW does not terminate other SOWs.

      (ii) In the event of termination, the Contractor may invoice OSC for any work-in-progress at a pro-rated price based upon the percentage of work completed prior to the date of termination. In the case of a retainer (and unless modified by an applicable SOW), the Contractor will reimburse to OSC any prepaid retainer amount based pro-rata on the period of such month occurring after the termination date of this Agreement or the SOW (as applicable). The Contractor will immediately send to OSC all work-in-progress that is the subject of such invoice to OSC in accordance with the terms of this Agreement.

      (iii) Upon termination of this Agreement, and irrespective of the cause of termination, the Contractor will return to OSC all of OSC’s Confidential Information (defined below) in its possession or, at OSC’s election, destroy all or any portion of such Confidential Information as OSC may direct in writing. In the event such information is destroyed by the Contractor, the Contractor will provide OSC with written confirmation that the Confidential Information was destroyed, including a detailed list of the information that was destroyed, and the date(s) of destruction.

4. **Relationship of Parties.**

   A. **Independent Contractor.** The parties are independent contractors of each other for all purposes, and neither is an employee of the other, as the terms “independent contractor” and “employee” are understood for purposes of applicable federal and state law. Contractor shall be solely responsible for Contractor’s taxes, and OSC shall not withhold any FICA, FUTA, or other payroll taxes from payments to Contractor. Contractor acknowledges that it is ineligible for any benefits offered to employees of OSC, including any health, medical, unemployment, retirement, or workers’ compensation benefits. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture among the parties, or to constitute any party as an agent of the other party. Contractor expressly agrees that s/he will not hold her/himself out as an employee or agent of OSC, or purport to act on behalf of OSC, to any person.

   B. **Nonexclusivity.** Neither party is restricted from providing services to, or soliciting services from, or otherwise contracting with, the same or other clients or vendors of each other, so long as such engagements do not interfere with any obligations hereunder.

5. **Confidentiality and Non-Disclosure.**

   A. **Disclosure of Confidential Information.** During the term hereof, either party (a “Disclosing Party”) may disclose Confidential Information (defined below) to the other party (a “Receiving Party”). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or
agents (collectively “Agents”) who have a need to know such Confidential Information in connection with the SOW or otherwise as the business context dictates; (b) advise its Agents of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Agents to keep the Confidential Information confidential; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of its Agents.

B. Use of Confidential Information. The Receiving Party agrees not to use the Confidential Information during the term hereof or thereafter for any purpose other than as authorized by this Agreement, without the prior written consent of the Disclosing Party.

C. Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and cause irreparable harm. In addition, the damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be difficult to calculate. Therefore, the Parties agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

D. “Confidential Information.”

(i) For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in a tangible or an intangible form, whenever and however disclosed, including, but not limited to: (a) any marketing/fundraising strategies, donor lists, plans, financial information, projections, operations, revenue estimates, business plans and performance results relating to the past, present or future business or professional activities of such Party, its affiliates, subsidiaries and affiliated companies; (b) plans for events, products or services; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (e) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party; that the Confidential Information has been developed and obtained through significant efforts by the Disclosing Party; and that Disclosing Party regards all of its Confidential Information as trade secrets.

(ii) Notwithstanding anything in the foregoing paragraph to the contrary, Confidential Information shall not include information which: (a) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
6. **Work Made For Hire/Assignment of Rights.** Contractor and Contractor’s employees and subcontractors acknowledge and agree that the Specified Services to be rendered by Contractor are being specially ordered and commissioned by OSC for use in connection with its governmental purpose and that any materials originated, prepared, suggested or devised by Contractor or Contractor’s employees or subcontractors, including but not limited to all ideas, concepts, scripts, designs, logos, artistic and literary works and intellectual property created, developed, and/or designed by Contractor or Contractor’s employees or subcontractors, either individually or in collaboration with others, and all elements thereof and any results and proceeds from those contributions (collectively, “Materials”) that Contractor or Contractor’s employees or subcontractors may furnish to OSC, and the copyright and all other proprietary right, title and interest in such Materials, shall be owned by OSC as the author of such Materials, which shall be considered “works made for hire” pursuant to the United States Copyright Act, 17 U.S.C. Section 101. If, for any reason, any of the Materials are held not to be a “work made for hire” as contemplated under the U.S. Copyright Act, then Contractor and Contractor’s employees and subcontractors, by entering into this Agreement, irrevocably grant and assign, free and clear of any claims, all of Contractor’s and Contractor’s employees’ and subcontractors’ rights and interests in the Materials and its constituent parts to OSC, exclusively and perpetually, throughout the world, now or later known or devised. Contractor and Contractor’s employees and subcontractors waive any so-called “moral rights” which may now or hereafter be recognized in connection with the Materials. Contractor and Contractor’s employees and subcontractors agree that OSC shall have the exclusive right, but not the obligation, to file applications for copyright, trademark, patent, and other protections throughout the world to protect OSC’s rights in the Materials and that Contractor and Contractor’s employees and subcontractors shall, upon the request of OSC, perform such legal acts and execute and deliver to OSC any such documents, applications and assignments reasonably requested by OSC to secure, enforce and protect OSC’s rights in the Materials. Contractor shall ensure that its employees and subcontractors subscribe to be bound by the provisions of this section in writing. Any breach of this provision by an employee or subcontractor of Contractor shall be deemed a breach by Contractor.

7. **Indemnification.** The Contractor shall indemnify, defend, and hold OSC harmless from and against any damage, loss, cost, or liability (including without limitation reasonable attorney’s fees and court costs) arising out of or resulting from, directly or indirectly (I) the Contractor’s willful misconduct, and (II) the Contractor’s breach of any provision of this Agreement. The Contractor shall be considered a “Gableman Indemnified Party” within the meaning set forth in the contract between the Special Counsel and the Wisconsin Assembly.

8. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party of any breach by the other party of any term or provision of this Agreement shall be deemed a waiver of any similar or dissimilar term or provision at the same or at any prior or subsequent time. All recitals are incorporated into the material terms of this Agreement and shall become a part hereof.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party hereto may execute this Agreement by signing any such counterpart. A signed copy of this Agreement or any amendment hereto, or any other document related hereto transmitted via electronic mail, telecopier, or facsimile machine shall be deemed an executed original of such document for all purposes. No inference shall be drawn in favor of or against either party as a drafter of any provision of this Agreement, and this Agreement shall be considered drafted mutually by the parties hereto.

10. **Severability; Survival.** If, in any jurisdiction, any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or
provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the parties’ intention as to the invalid or unenforceable term or provision. The parties’ obligations in Sections 3.D, 5, 6, 7, and 12 hereof will survive any termination of this Agreement.

11. **Assignment.** This Agreement shall inure to the benefit of, and shall be enforceable by, the parties and their respective legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors, and permitted assigns. This Agreement may not be, nor may any right or interest hereunder be, assigned by either party without the prior written consent of the other party.


   A. This Agreement is to be governed by and interpreted under the laws of Wisconsin without regard to its conflict of laws principles. The parties agree to submit to binding arbitration in Wisconsin with respect to any and all matters in dispute and in controversy between them concerning this Agreement, to be administered by the American Arbitration Association in accordance with its commercial arbitration rules.

   B. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to prevent, delay, or preclude a party from seeking and obtaining injunctive relief from a court of competent jurisdiction pursuant to Section 5.C of this Agreement. For this purpose, the parties irrevocably submit to the jurisdiction of the courts of Wisconsin and the federal courts of the United States of America located in the Eastern District of Wisconsin with respect to the interpretation and enforcement of the provisions of this Agreement. The parties hereby mutually waive and agree not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement of this Agreement, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that venue therein may be inconvenient or inappropriate or that this Agreement may not be enforced in or by such courts. The parties hereby consent to and grant any such court jurisdiction over their persons and over the subject matter of any such dispute.

The prevailing party in any dispute arising under or out of this Agreement shall be reimbursed and indemnified by the party not prevailing in such dispute for all costs and expenses reasonably incurred by the prevailing party in enforcing or establishing its rights hereunder, including without limitation court costs, arbitration costs, and reasonable attorney’s fees.

IN WITNESS WHEREOF, the Contractor and OSC have caused this Agreement to be signed as of the Effective Date.

**CONTRACTOR**
Name: Zoey Hayes
Date: 01/25/22
Address: 
Email: ZoeyHayes
Signature:

**OFFICE OF THE SPECIAL COUNSEL**
Name: Michael Gableman
Date: January 25, 2022
Address: 
Email: michael.j.gableman
Signature:
Office of the Special Counsel

SERVICES AGREEMENT

CONTRACTOR:  NAME

This Services Agreement (the “Agreement”) is made as of the latest date noted in the signature blocks below (the “Effective Date”), by and between the Office of the Special Counsel (“OSC”), an agency of the Wisconsin state government, and the independent contractor noted above (the “Contractor”) (each of OSG and the Contractor may be referred to as a “party” and collectively, the “parties”).

RECITALS:

R-1. The Contractor is engaged in the business of providing certain services.

R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and OSC agree as follows:

1. Scope of Services.

A. Provision of Services. The Contractor will provide the services provided for in any mutually executed Statement of Work (“SOW”) issued under this Agreement, subject to any terms and conditions set forth therein (such services hereinafter the “Specified Services”). The terms of this Agreement shall be deemed to be expressly included in and made a part of any SOW.

B. Acceptance of Services. The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

2. Fees.

A. Fee Schedule. Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.

B. Payment of Fees.

(i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

(ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
Party") may disclose Confidential Information (defined below) to the other party (a "Receiving Party"). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or
(e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
CONTRACTOR: NAME

This Services Agreement (the "Agreement") is made as of the latest date noted in the signature blocks below (the "Effective Date"), by and between the Office of the Special Counsel ("OSC"), an agency of the Wisconsin state government, and the independent contractor noted above (the "Contractor") (each of OSG and the Contractor may be referred to as a "party" and collectively, the "parties").

RECITALS:

R-1. The Contractor is engaged in the business of providing certain services.

R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and OSC agree as follows:

1. **Scope of Services.**

   A. **Provision of Services.** The Contractor will provide the services provided for in any mutually executed Statement of Work ("SOW") issued under this Agreement, subject to any terms and conditions set forth therein (such services hereinafter the "Specified Services"). The terms of this Agreement shall be deemed to be expressly included in and made a part of any SOW.

   B. **Acceptance of Services.** The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

2. **Fees.**

   A. **Fee Schedule.** Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.

   B. **Payment of Fees.**

      (i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

      (ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
Party”) may disclose Confidential Information (defined below) to the other party (a “Receiving Party”). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or
(e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
Office of the Special Counsel
SERVICES AGREEMENT

CONTRACTOR: NAME

This Services Agreement (the "Agreement") is made as of the latest date noted in the signature blocks below (the "Effective Date"), by and between the Office of the Special Counsel ("OSC"), an agency of the Wisconsin state government, and the independent contractor noted above (the "Contractor") (each of OSG and the Contractor may be referred to as a "party" and collectively, the "parties").

RECITALS:

R-1. The Contractor is engaged in the business of providing certain services.

R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and OSC agree as follows:

1. Scope of Services.

A. Provision of Services. The Contractor will provide the services provided for in any mutually executed Statement of Work ("SOW") issued under this Agreement, subject to any terms and conditions set forth therein (such services hereinafter the "Specified Services"). The terms of this Agreement shall be deemed to be expressly included in and made a part of any SOW.

B. Acceptance of Services. The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

2. Fees.

A. Fee Schedule. Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.

B. Payment of Fees.

(i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

(ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
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(e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the “Agreement”) is made and entered into effective as of this 24th day of October, 2021, by and between Consultare LLC, a Wisconsin limited liability company (the “Company”), and Clinton W. Lancaster (“Recipient”). Recipient and the Company are hereinafter referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and conditions contained herein, to induce the Company to provide certain information to Recipient and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement do hereby agree as follows:

1. Definition of Confidential Information. For all purposes of this Agreement, the term “Confidential Information” shall collectively refer to all information or material disclosed or provided by the Company to Recipient, either orally or in writing, or obtained by Recipient from a third party or any other source, concerning any aspect of the business or affairs of the Company or its affiliates (any entity directly or indirectly controlled by the Company or individual working for or with the Company), including without limitation, any information or material pertaining to processes, plans, policies, procedures, employees, legal affairs, investigative materials, expenses, results or data and relationships with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by Recipient or a third party for Recipient which contain, reflect or are based, in whole or in part, on the Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of Recipient, (ii) was already in Recipient's possession or known to Recipient prior to being disclosed or provided to Recipient by or on behalf of the Company, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect thereto, or (iii) was or is obtained by Recipient from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information or material.

2. Restrictions on Disclosure and Use. Recipient covenants and agrees with the Company as follows:

2.1 Non-disclosure. Recipient shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity (i) any information about Company’s investigation into the 2020 Election in Wisconsin (the “Project”) or any discussions between the Company (including any entity directly or indirectly controlled by Company or individual working for or with Company) and Recipient related thereto, and (ii) the Confidential Information, except in each case to those officers, employees, agents or representatives of Recipient (collectively, “Representatives”) to whom disclosure is reasonably necessary in connection with the Project and who shall agree to be bound by the terms of this Agreement.
Recipient shall take all actions reasonably necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this Agreement.

All affiliates of Recipient and Representatives of Recipient or its affiliates shall be included within the definition of the term "Recipient" for purposes of this Agreement and Recipient shall require all such affiliates and Representatives to be legally bound by this Agreement. Recipient shall require all individuals to whom the Confidential Information is disclosed pursuant to Section 2.1 hereof to agree for the benefit of the Recipient to maintain the confidentiality of the Confidential Information in accordance herewith and not to use Confidential Information and Recipient shall be responsible for any breaches of this Agreement by any of its affiliates and Representatives of Recipient or its affiliates.

In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Recipient shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, Recipient is nonetheless, in the opinion of its outside counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Recipient may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises Recipient is legally required to be disclosed, provided that Recipient shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

2.2 Use. Recipient shall not use, permit, or cause the Confidential Information to be used for any purpose except the Project and at no time shall Recipient otherwise use the Confidential Information for the benefit of itself or any other third party or in any manner adverse to the Company or its affiliates.

3. Return of Confidential Information. Recipient shall, at any time upon the written request of the Company, promptly return to the Company all Confidential Information and copies thereof and retain none for its files. Recipient also shall destroy all notes, extracts, writings, summaries, analyses and other materials developed from Confidential Information, including any stored for use in or on computers and software. Notwithstanding such return, Recipient shall continue to be bound by this Agreement.

4. The term of this Agreement (the "Term") will begin on the date hereof and continue for _____ (___) (years/months) unless terminated earlier by either Party upon written notice to the other Party. Recipient's obligations hereunder with respect to (a) Confidential Information, and (b) information relating to the Project, disclosed during the Term will continue for three (3) years after the Term.
5. Equitable Remedies. Recipient hereby agrees that its failure to perform any obligation or duty which it has agreed to perform under this Agreement will cause irreparable harm to the Company and the Project, which harm cannot be adequately compensated for by money damages. It is further agreed by Recipient that an order of specific performance or for injunctive relief against Recipient in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on Recipient. Accordingly, in the event of a breach or default by Recipient hereunder, the Company, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, Recipient, with respect to any obligation or duty herein or breach thereof, and Recipient shall not oppose the granting thereof. In addition, in the event that a court, arbitrator or other tribunal determines that Recipient has breached or violated this Agreement, the Company shall be entitled to recover from Recipient, and Recipient shall pay, the Company's costs (including without limitation reasonable attorneys' fees) incurred in connection with investigating and enforcing this Agreement, in addition to any other rights or remedies available at law, in equity or by statute.

6. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and assigns, but this Agreement shall not be assignable by Recipient without the prior written consent of the Company. This Agreement constitutes the complete agreement between the Parties hereto with respect to the subject matter hereof and shall continue in full force and effect until terminated by mutual agreement of the Parties hereto. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the internal laws of the State of Wisconsin, without giving effect to the principles of conflicts of law thereof. This Agreement may not be modified or amended and no provision hereof may be waived, in whole or in part, except by a written agreement signed by the Parties hereto. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

CONSULTARE LLC

By: __________________________
    ____________________________, its __________________________

Agreed to and accepted this 24th day of October, 2021, by:

Recipient: __________________________

By: __________________________
    [NAME AND TITLE]
    Clinton W. Lancaster, Attorney
Office of the Special Counsel

SERVICES AGREEMENT

CONTRACTOR: NAME

This Services Agreement (the “Agreement”) is made as of the latest date noted in the signature blocks below (the “Effective Date”), by and between the Office of the Special Counsel (“OSC”), an agency of the Wisconsin state government, and the Independent contractor noted above (the “Contractor”) (each of OSG and the Contractor may be referred to as a “party” and collectively, the “parties”).

RECITALS:

R-1. The Contractor is engaged in the business of providing certain services.

R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and OSC agree as follows:

1. Scope of Services.
   A. Provision of Services. The Contractor will provide the services provided for in any mutually executed Statement of Work (“SOW”) issued under this Agreement, subject to any terms and conditions set forth therein (such services hereinafter the “Specified Services”). The terms of this Agreement shall be deemed to be expressly included in and made a part of any SOW.
   
   B. Acceptance of Services. The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

2. Fees.
   A. Fee Schedule. Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.
   
   B. Payment of Fees.

(i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

(ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to-address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
3. **Term and Termination.**

   A. **Term.** This Agreement takes effect on the Effective Date and shall continue in effect until terminated as specified below.

   B. **Termination For Breach.** Either party may terminate an SOW or this Agreement upon written notice if the other party materially breaches any provisions of an SOW or this Agreement and fails to remedy that breach within ten (10) days after written notice of such breach.

   C. **For Convenience.** Either party may terminate any SOW or this Agreement upon 30 days’ advance written notice to the other party of termination under this provision.

   D. **Effect of Termination.**

      (i) Termination of this Agreement terminates all outstanding SOWs. Termination of one SOW does not terminate other SOWs.

      (ii) In the event of termination, the Contractor may invoice OSC for any work-in-progress at a pro-rated price based upon the percentage of work completed prior to the date of termination. In the case of a retainer (and unless modified by an applicable SOW), the Contractor will reimburse to OSC any prepaid retainer amount based pro-rata on the period of such month occurring after the termination date of this Agreement or the SOW (as applicable). The Contractor will immediately send to OSC all work-in-progress that is the subject of such invoice to OSC in accordance with the terms of this Agreement.

      (ii) Upon termination of this Agreement, and irrespective of the cause of termination, the Contractor will return to OSC all of OSC’s Confidential Information (defined below) in its possession or, at OSC’s election, destroy all or any portion of such Confidential Information as OSC may direct in writing. In the event such information is destroyed by the Contractor, the Contractor will provide OSC with written confirmation that the Confidential Information was destroyed, including a detailed list of the information that was destroyed, and the date(s) of destruction.

4. **Relationship of Parties.**

   A. **Independent Contractor.** The parties are independent contractors of each other for all purposes, and neither is an employee of the other, as the terms “independent contractor” and “employee” are understood for purposes of applicable federal and state law. Contractor shall be solely responsible for Contractor’s taxes, and OSC shall not withhold any FICA, FUTA, or other payroll taxes from payments to Contractor. Contractor acknowledges that it is ineligible for any benefits offered to employees of OSC, including any health, medical, unemployment, retirement, or workers’ compensation benefits. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture among the parties, or to constitute any party as an agent of the other party. Contractor expressly agrees that she/he will not hold her/himself out as an employee or agent of OSC, or purport to act on behalf of OSC, to any person.

   B. **Nonexclusivity.** Neither party is restricted from providing services to, or soliciting services from, or otherwise contracting with, the same or other clients or vendors of each other, so long as such engagements do not interfere with any obligations hereunder.

5. **Confidentiality and Non-Disclosure.**
A. Disclosure of Confidential Information. During the term hereof, either party (a "Disclosing Party") may disclose Confidential Information (defined below) to the other party (a "Receiving Party"). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or
agents (collectively "Agents") who have a need to know such Confidential Information in connection with the SOW or otherwise as the business context dictates; (b) advise its Agents of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Agents to keep the Confidential Information confidential; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of its Agents.

B. Use of Confidential Information. The Receiving Party agrees not to use the Confidential Information during the term hereof or thereafter for any purpose other than as authorized by this Agreement, without the prior written consent of the Disclosing Party.

C. Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and cause irreparable harm. In addition, the damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be difficult to calculate. Therefore, the Parties agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

D. "Confidential Information."

(i) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in a tangible or an intangible form, whenever and however disclosed, including, but not limited to: (a) any marketing/fundraising strategies, donor lists, plans, financial information, projections, operations, revenue estimates, business plans and performance results relating to the past, present or future business or professional activities of such Party, its affiliates, subsidiaries and affiliated companies; (b) plans for events, products or services; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (e) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party; that the Confidential Information has been developed and obtained through significant efforts by the Disclosing Party; and that Disclosing Party regards all of its Confidential Information as trade secrets.

(ii) Notwithstanding anything in the foregoing paragraph to the contrary, Confidential Information shall not include information which: (a) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no
fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
6. **Work Made For Hire/Assignment of Rights.** Contractor and Contractor's employees and subcontractors acknowledge and agree that the Specified Services to be rendered by Contractor are being specially ordered and commissioned by OSC for use in connection with its governmental purpose and that any materials originated, prepared, suggested or devised by Contractor or Contractor's employees or subcontractors, including but not limited to all ideas, concepts, scripts, designs, logos, artistic and literary works and intellectual property created, developed, and/or designed by Contractor or Contractor's employees or subcontractors, either individually or in collaboration with others, and all elements thereof and any results and proceeds from those contributions (collectively, "Materials") that Contractor or Contractor's employees or subcontractors may furnish to OSC, and the copyright and all other proprietary right, title and interest in such Materials, shall be owned by OSC as the author of such Materials, which shall be considered "works made for hire" pursuant to the United States Copyright Act, 17 U.S.C. Section 101. If, for any reason, any of the Materials are held not to be a "work made for hire" as contemplated under the U.S. Copyright Act, then Contractor and Contractor's employees and subcontractors, by entering into this Agreement, irrevocably grant and assign, free and clear of any claims, all of Contractor's and Contractor's employees' and subcontractors' rights and interests in the Materials and its constituent parts to OSC, exclusively and perpetually, throughout the world, now or later known or devised. Contractor and Contractor's employees and subcontractors waive any so-called "moral rights" which may now or hereafter be recognized in connection with the Materials. Contractor and Contractor's employees and subcontractors agree that OSC shall have the exclusive right, but not the obligation, to file applications for copyright, trademark, patent, and other protections throughout the world to protect OSC's rights in the Materials and that Contractor and Contractor's employees and subcontractors shall, upon the request of OSC, perform such legal acts and execute and deliver to OSC any such documents, applications and assignments reasonably requested by OSC to secure, enforce and protect OSC's rights in the Materials. Contractor shall ensure that its employees and subcontractors subscribe to be bound by the provisions of this section in writing. Any breach of this provision by an employee or subcontractor of Contractor shall be deemed a breach by Contractor.

7. **Indemnification.** The Contractor shall indemnify, defend, and hold OSC harmless from and against any damage, loss, cost, or liability (including without limitation reasonable attorney's fees and court costs) arising out of or resulting from, directly or indirectly (I) the Contractor's willful misconduct, and (II) the Contractor's breach of any provision of this Agreement. The Contractor shall be considered a "Gableman Indemnified Party" within the meaning set forth in the contract between the Special Counsel and the Wisconsin Assembly.

8. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party of any breach by the other party of any term or provision of this Agreement shall be deemed a waiver of any similar or dissimilar term or provision at the same or at any prior or subsequent time. All recitals are incorporated into the material terms of this Agreement and shall become a part hereof.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party hereto may execute this Agreement by signing any such counterpart. A signed copy of this Agreement or any amendment hereto, or any other document related hereto transmitted via electronic mail, telexcopy, or facsimile machine shall be deemed an executed original of such document for all purposes. No inference shall be drawn in favor of or against either party as a drafter of any provision of this Agreement, and this Agreement shall be considered drafted mutually by the parties hereto.
10. **Severability; Survival.** If, in any jurisdiction, any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the parties’ intention as to the invalid or unenforceable term or provision. The parties’ obligations in Sections 3.D, 5, 6, 7, and 12 hereof will survive any termination of this Agreement.

11. **Assignment.** This Agreement shall inure to the benefit of, and shall be enforceable by, the parties and their respective legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors, and permitted assigns. This Agreement may not be, nor may any right or interest hereunder be, assigned by either party without the prior written consent of the other party.


   A. This Agreement is to be governed by and interpreted under the laws of Wisconsin without regard to its conflict of laws principles. The parties agree to submit to binding arbitration in Wisconsin with respect to any and all matters in dispute and in controversy between them concerning this Agreement, to be administered by the American Arbitration Association in accordance with its commercial arbitration rules.

   B. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to prevent, delay, or preclude a party from seeking and obtaining injunctive relief from a court of competent jurisdiction pursuant to Section 5.C of this Agreement. For this purpose, the parties irrevocably submit to the jurisdiction of the courts of Wisconsin and the federal courts of the United States of America located in the Eastern District of Wisconsin with respect to the interpretation and enforcement of the provisions of this Agreement. The parties hereby mutually waive and agree not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement of this Agreement, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that venue therein may be inconvenient or inappropriate or that this Agreement may not be enforced in or by such courts. The parties hereby consent to and grant any such court jurisdiction over their persons and over the subject matter of any such dispute.

The prevailing party in any dispute arising under or out of this Agreement shall be reimbursed and indemnified by the party not prevailing in such dispute for all costs and expenses reasonably incurred by the prevailing party in enforcing or establishing its rights hereunder, including without limitation court costs, arbitration costs, and reasonable attorney’s fees.

IN WITNESS WHEREOF, the Contractor and OSC have caused this Agreement to be signed as of the Effective Date.

**CONTRACTOR**

Name: [Signature]

Date: 06/12/2011

Address: 4158 Sorene Drive, Hamilton, NE 72011

Email: clint@theconcannonlawnfirm.co

**OFFICE OF THE SPECIAL COUNSEL**

Name: Michael Gableman

Date: [Signature]
Office of the Special Counsel

SERVICES AGREEMENT

CONTRACTOR:

This Services Agreement (the “Agreement”) is made as of the latest date noted in the signature blocks below (the “Effective Date”), by and between the Office of the Special Counsel (“OSC”), an agency of the Wisconsin state government, and the independent contractor noted above (the “Contractor”) (each of OSG and the Contractor may be referred to as a “party” and collectively, the “parties”).

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R-2. The Contractor wishes to provide certain Specified Services (defined below) to OSC, and OSC wishes the Contractor to provide the Specified Services, upon the terms contained herein.

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   B. Acceptance of Services. The Contractor will perform the Specified Services in a professional, high quality manner consistent with industry standards, subject to any modifications or other standards (including standards for acceptance) set forth in an applicable SOW.

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   A. Fee Schedule. Each SOW shall set forth the fees that the Contractor will charge for one or more Specified Services.

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      (i) OSC will remit payment of any applicable retainer in accordance with the terms set forth in the SOW.

      (ii) In addition, to the extent of any Specified Services that are not covered by the party’s retainer arrangement in an applicable SOW, the Contractor will invoice OSC monthly in arrears, and OSC will pay the Contractor within thirty (30) days of receipt of the corresponding invoice when sufficient payment has been received for a matter covered by the SOW, or within 30 days of receiving payment, whichever is later. Invoices will include the Contractor’s complete bill-to-address, a description of the Specified Services completed, the price/fee for such Specified Services, any out-of-pocket costs, and any applicable tax.
3. **Term and Termination.**

   A. **Term.** This Agreement takes effect on the Effective Date and shall continue in effect until terminated as specified below.

   B. **Termination For Breach.** Either party may terminate an SOW or this Agreement upon written notice if the other party materially breaches any provisions of an SOW or this Agreement and fails to remedy that breach within ten (10) days after written notice of such breach.

   C. **For Convenience.** Either party may terminate any SOW or this Agreement upon 30 days' advance written notice to the other party of termination under this provision.

   D. **Effect of Termination.**

      (i) Termination of this Agreement terminates all outstanding SOWs. Termination of one SOW does not terminate other SOWs.

      (ii) In the event of termination, the Contractor may invoice OSC for any work-in-progress at a pro-rated price based upon the percentage of work completed prior to the date of termination. In the case of a retainer (and unless modified by an applicable SOW), the Contractor will reimburse to OSC any prepaid retainer amount based pro-rata on the period of such month occurring after the termination date of this Agreement or the SOW (as applicable). The Contractor will immediately send to OSC all work-in-progress that is the subject of such invoice to OSC in accordance with the terms of this Agreement.

(ii) Upon termination of this Agreement, and irrespective of the cause of termination, the Contractor will return to OSC all of OSC’s Confidential Information (defined below) in its possession or, at OSC’s election, destroy all or any portion of such Confidential Information as OSC may direct in writing. In the event such information is destroyed by the Contractor, the Contractor will provide OSC with written confirmation that the Confidential Information was destroyed, including a detailed list of the information that was destroyed, and the date(s) of destruction.

4. **Relationship of Parties.**

   A. **Independent Contractor.** The parties are independent contractors of each other for all purposes, and neither is an employee of the other, as the terms “independent contractor” and “employee” are understood for purposes of applicable federal and state law. Contractor shall be solely responsible for Contractor’s taxes, and OSC shall not withhold any FICA, FUTA, or other payroll taxes from payments to Contractor. Contractor acknowledges that it is ineligible for any benefits offered to employees of OSC, including any health, medical, unemployment, retirement, or workers’ compensation benefits. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture among the parties, or to constitute any party as an agent of the other party. Contractor expressly agrees that s/he will not hold her/himself out as an employee or agent of OSC, or purport to act on behalf of OSC, to any person.

   B. **Nonexclusivity.** Neither party is restricted from providing services to, or soliciting services from, or otherwise contracting with, the same or other clients or vendors of each other, so long as such engagements do not interfere with any obligations hereunder.

5. **Confidentiality and Non-Disclosure.**

   A. **Disclosure of Confidential Information.** During the term hereof, either party (a “Disclosing Party”) may disclose Confidential Information (defined below) to the other party (a “Receiving Party”). The Receiving Party will: (a) limit disclosure of any Confidential Information to its employees, contractors or
agents (collectively “Agents”) who have a need to know such Confidential Information in connection with the SOW or otherwise as the business context dictates; (b) advise its Agents of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Agents to keep the Confidential Information confidential; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each Party shall be responsible for any breach of this Agreement by any of its Agents.

B. Use of Confidential Information. The Receiving Party agrees not to use the Confidential Information during the term hereof or thereafter for any purpose other than as authorized by this Agreement, without the prior written consent of the Disclosing Party.

C. Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and cause irreparable harm. In addition, the damages to the Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be difficult to calculate. Therefore, the Parties agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys’ fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses.

D. “Confidential Information.”

(i) For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in a tangible or an intangible form, whenever and however disclosed, including, but not limited to: (a) any marketing/fundraising strategies, donor lists, plans, financial information, projections, operations, revenue estimates, business plans and performance results relating to the past, present or future business or professional activities of such Party, its affiliates, subsidiaries and affiliated companies; (b) plans for events, products or services; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (e) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party; that the Confidential Information has been developed and obtained through significant efforts by the Disclosing Party; and that Disclosing Party regards all of its Confidential Information as trade secrets.

(ii) Notwithstanding anything in the foregoing paragraph to the contrary, Confidential Information shall not include information which: (a) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; or (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
6. **Work Made For Hire/Assignment of Rights.** Contractor and Contractor’s employees and subcontractors acknowledge and agree that the Specified Services to be rendered by Contractor are being specially ordered and commissioned by OSC for use in connection with its governmental purpose and that any materials originated, prepared, suggested or devised by Contractor or Contractor’s employees or subcontractors, including but not limited to all ideas, concepts, scripts, designs, logos, artistic and literary works and intellectual property created, developed, and/or designed by Contractor or Contractor’s employees or subcontractors, either individually or in collaboration with others, and all elements thereof and any results and proceeds from those contributions (collectively, “Materials”) that Contractor or Contractor’s employees or subcontractors may furnish to OSC, and the copyright and all other proprietary right, title and interest in such Materials, shall be owned by OSC as the author of such Materials, which shall be considered “works made for hire” pursuant to the United States Copyright Act, 17 U.S.C. Section 101. If, for any reason, any of the Materials are held not to be a “work made for hire” as contemplated under the U.S. Copyright Act, then Contractor and Contractor’s employees and subcontractors, by entering into this Agreement, irrevocably grant and assign, free and clear of any claims, all of Contractor’s and Contractor’s employees’ and subcontractors’ rights and interests in the Materials and its constituent parts to OSC, exclusively and perpetually, throughout the world, now or later known or devised. Contractor and Contractor’s employees and subcontractors waive any so-called “moral rights” which may now or hereafter be recognized in connection with the Materials. Contractor and Contractor’s employees and subcontractors agree that OSC shall have the exclusive right, but not the obligation, to file applications for copyright, trademark, patent, and other protections throughout the world to protect OSC’s rights in the Materials and that Contractor and Contractor’s employees and subcontractors shall, upon the request of OSC, perform such legal acts and execute and deliver to OSC any such documents, applications and assignments reasonably requested by OSC to secure, enforce and protect OSC’s rights in the Materials. Contractor shall ensure that its employees and subcontractors subscribe to be bound by the provisions of this section in writing. Any breach of this provision by an employee or subcontractor of Contractor shall be deemed a breach by Contractor.

7. **Indemnification.** The Contractor shall indemnify, defend, and hold OSC harmless from and against any damage, loss, cost, or liability (including without limitation reasonable attorney’s fees and court costs) arising out of or resulting from, directly or indirectly (i) the Contractor’s willful misconduct, and (ii) the Contractor’s breach of any provision of this Agreement. The Contractor shall be considered a “Gableman Indemnified Party” within the meaning set forth in the contract between the Special Counsel and the Wisconsin Assembly.

8. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party of any breach by the other party of any term or provision of this Agreement shall be deemed a waiver of any similar or dissimilar term or provision at the same or at any prior or subsequent time. All recitals are incorporated into the material terms of this Agreement and shall become a part hereof.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either party hereto may execute this Agreement by signing any such counterpart. A signed copy of this Agreement or any amendment hereto, or any other document related hereto transmitted via electronic mail, telecopier, or facsimile machine shall be deemed an executed original of such document for all purposes. No inference shall be drawn in favor of or against either party as a drafter of any provision of this Agreement, and this Agreement shall be considered drafted mutually by the parties hereto.

10. **Severability; Survival.** If, in any jurisdiction, any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in one jurisdiction shall not invalidate or render unenforceable such term or provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes
of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the parties’ intention as to the invalid or unenforceable term or provision. The parties’ obligations in Sections 3.D, 5, 6, 7, and 12 hereof will survive any termination of this Agreement.

11. **Assignment.** This Agreement shall inure to the benefit of, and shall be enforceable by, the parties and their respective legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors, and permitted assigns. This Agreement may not be, nor may any right or interest hereunder be, assigned by either party without the prior written consent of the other party.

12. **Governing Law; Prevailing Party Costs.**

   A. This Agreement is to be governed by and interpreted under the laws of Wisconsin without regard to its conflict of laws principles. The parties agree to submit to binding arbitration in Wisconsin with respect to any and all matters in dispute and in controversy between them concerning this Agreement, to be administered by the American Arbitration Association in accordance with its commercial arbitration rules.

   B. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to prevent, delay, or preclude a party from seeking and obtaining injunctive relief from a court of competent jurisdiction pursuant to Section 5.C of this Agreement. For this purpose, the parties irrevocably submit to the jurisdiction of the courts of Wisconsin and the federal courts of the United States of America located in the Eastern District of Wisconsin with respect to the interpretation and enforcement of the provisions of this Agreement. The parties hereby mutually waive and agree not to assert, as a defense in any action, suit or proceeding for the interpretation and enforcement of this Agreement, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that venue therein may be inconvenient or inappropriate or that this Agreement may not be enforced in or by such courts. The parties hereby consent to and grant any such court jurisdiction over their persons and over the subject matter of any such dispute.

The prevailing party in any dispute arising under or out of this Agreement shall be reimbursed and indemnified by the party not prevailing in such dispute for all costs and expenses reasonably incurred by the prevailing party in enforcing or establishing its rights hereunder, including without limitation court costs, arbitration costs, and reasonable attorney’s fees.

**IN WITNESS WHEREOF,** the Contractor and OSC have caused this Agreement to be signed as of the Effective Date.

**CONTRACTOR**
Name: Zakory Wade Nemec
Date: September 9th, 2021
Address: 902 Ellis Street, Kewanee, IL, 54216
Email: zmnel@uwyo.edu
Signature:

**OFFICE OF THE SPECIAL COUNSEL**
Name: Michael Gableman
Date:
Address:
Email:
Signature:
THOMAS MORE SOCIETY
A National Public Interest Law Firm

Authorization Agreement For The Thomas More Society
To Engage in Automated Clearing House (ACH) Credit Transactions

<table>
<thead>
<tr>
<th>Company Name/ Individual Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultare LLC</td>
</tr>
<tr>
<td>Mike Gableman</td>
</tr>
<tr>
<td>P.O Box 510145</td>
</tr>
<tr>
<td>New Berlin, WI, 53157</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Company EIN#/ Individual SS#:</td>
</tr>
<tr>
<td>84-?-?</td>
</tr>
<tr>
<td>394-?-?</td>
</tr>
</tbody>
</table>

The Company/Individual named above, by its undersigned official(s), hereby authorizes The Thomas More Society to initiate ACH Credit entries to the Company's checking account indicated below at the depository named below, hereinafter called DEPOSITORY. The undersigned, on behalf of the above-named Company/Individual, agrees to return to The Thomas More Society any amounts credited to the undersigned in error. The undersigned is (are) authorized by the above-named Company/Individual to give this authorization.

<table>
<thead>
<tr>
<th>DEPOSITORY NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NorthShore Bank</td>
</tr>
<tr>
<td>Branch:</td>
</tr>
<tr>
<td>(if applicable)</td>
</tr>
<tr>
<td>Brookfield</td>
</tr>
<tr>
<td>City, State, ZIP:</td>
</tr>
<tr>
<td>15700 W Bluemound Rd, Brookfield, WI, 53005</td>
</tr>
<tr>
<td>Transit/ABA Bank Routing No: 275071356</td>
</tr>
<tr>
<td>Account #:</td>
</tr>
<tr>
<td>Account Type:</td>
</tr>
<tr>
<td>Checking</td>
</tr>
</tbody>
</table>

This authority will remain in full force and effect until The Thomas More Society has received written notification from the above-named Company or Individual of its modification or termination in such time and in such manner as to afford The Thomas More Society and DEPOSITORY a reasonable opportunity to act on it.

Name(s): Mike Gableman
Title: President
Date: 11/02/2021

Signature(s)

Rev. TMS 5/12/21
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Michael J. Galbreath

2. Business name/disregarded entity name, if different from above

Cusulcure LLC

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.

☒ Individual/solo proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ 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.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

☒ Exempt payee code (if any)  
☒ Exemption from FATCA reporting code (if any)  

5. Address (number, street, and apt. or suite no.) See instructions.

Box 51045

6. City, state, and ZIP code

Box 51045

7. List account number(s) here (optional)

[Blank]

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

[Blank]

or

Employer Identification number

84-3909689

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]

Date

November 2, 2021

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA Reporting, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-8 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.
- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

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

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information
You must provide updated information to any person to whom you are claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

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

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

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

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

c. Partnership, LLC that is not a single-member LLC or corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a disregarded entity. See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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

Line 3
Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . . THEN check the box for . . .

- Corporation
- Individual
- Sole proprietorship, or
- Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.

- LLC treated as a partnership for U.S. federal tax purposes,
- LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or
- LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.

- Partnership
- Trust/estate

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

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

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

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

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

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

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

5—A corporation

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

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

8—A real estate investment trust

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

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

11—A financial institution

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

13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(57)
B—The United States or any of its agencies or instrumentalities
c—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 684 or described in section 4947(a)(1)

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

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

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information return. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payer changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

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

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

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

### What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account¹</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor²</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trusted)</td>
<td>The grantor-trustee¹</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner¹</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner³</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(5)(ii)(A))</td>
<td>The grantor⁴</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity⁴</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
</tbody>
</table>

---

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

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

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

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

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

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

### Secure Your Tax Records From Identity Theft

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

To reduce your risk:
- **Protect your SSN,**
- **Ensure your employer is protecting your SSN, and**
- **Be careful when choosing a tax preparer.**

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

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

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.