LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001084120

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

| Date | Revision | Page |
|------------|--------------------|-----------------|
| 11/03/201 | .5 | 1 |
| Payment To | erms Freight Terms | Ship Via |
| NET 30 | Shipping Point | Best Metho |
| Reference: | | Location / Dept |
| 1007441 DI | XON M ROUILLER S | 04ASPH STUSVC |

Supplier: 0000031657

INTELLIRESPONSE SYSTEMS INC 25 ADELAIDE STREET EAST, 20TH FLOOR

TORONTO ON M5C 3A1

Canada

Phone: Fax:

(416) 214-9337 (416) 214-9958

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630

United States

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

United States

| T | ах | Ex | em | pt | ?_ | V |
|---|----|----|----|----|----|---|
| | | | | | | |

| Line-Sch | Item/Description | Quantity UOM | PO Price | Extended Amt | Due Date |
|----------|---|--------------|-----------|--------------|------------|
| 1- 1 | ANNUAL BUNDLED SERVICES INCLUDES; HOSTING-VOICES & ANSWERS; INCLUDES SMARTSOURCE: INCLUDES QUICKSTART | 1.00EA | 25,000.00 | 25,000.00 | 11/25/2015 |

PRE-PAY INVOICE# 4114

ELECTRONIC DELIVERY OF VIRTUAL AGENT TECHNOLOGY

EFFECTIVE PERIOD OCT 27, 2015 - OCT 26, 2016 PER SERVICES SCHEDULE #FLC01-001012-SS001

Sub Total Amount Sales Tax Amount **Total PO Amount**

25,000.00 0.00 25,000.00

GENFD

FL.VS.MATR

63100 00000

<u>Proi</u>

<u>Amount</u> 25,000.00 <u>BYear</u>

0001007441KIRKLINK02-NOV-2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. Aûthorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

INTELLIRESPONSE SYSTEMS INC 25 ADELAIDE STREET EAST, 20TH FLOOR TORONTO ON M5C 3A1 Supplier **Business Unit: GENFD** OPEN Reg ID: Date Page 0001007441 10/29/2015 Canada FI. C BUSINESS SERVICES Requisition Name: RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 INTELLIRESPONSE Ship To: Requester Bldg# 2015 NOV -2 A 9: 29 Melanie Dixon Requester Signature STUSVC Buyer: Suzanne Rouiller Approved:

| Line-Schd | Description | Quantil | ty UOM | Price | Extended Amt Due Date |
|-----------|---|---------|--------|-----------|-----------------------|
| 1-1 | ANNUAL BUNDLED SERVICES INCLUDES; HOSTING-VOICES & ANSWERS; INCLUDES SMARTSOURCE; INCLUDES QUICKSTART EFFECTIVE PERIOD OCT 27, 2015 - OCT 26, 2016 PER SERVICES SCHEDULE #FLC01-001012-SS001 | 1 | CHG | 25,000.00 | 25,000.00 11/25/2015 |

Total Requisition Amount: 25,000.00

8% TAX \$2,000 TOTAL-\$27,000

Non Taxable

ELECTRONIC DELIVERY OF VIRTUAL AGENT TECHNOLOGY

 BU
 Acct
 Fd
 Org
 Proq
 Sub
 Proj
 Amount

 GENFD
 4503
 12
 FL.VS.MATR
 63100
 00000
 597H
 25,000.00

| Purchases Charged to Catagorical Program | ms, Grants or Special Project. |
|--|--------------------------------|
| This purchase is in compliance with the requiremen | nt of SSSP |
| For grants/special projects | 5974 |
| Counseling | |
| Name: Manue D'Auro | |

| Approval Signature | Approval Signature | Approval Signature | |
|--------------------|--------------------|--------------------|--|
| Man Di | 7 | | |

IntelliResponse Systems Inc., a [24] 7 Company 25 Adelaide Street East, 20th Floor Toronto, Ontario M5C 3A1

www.intelliresponse.com

Tel: (416) 214-9337 | Fax: (416) 214-9958



Bill To:

Folsom Lake College

Melanie Dixon 10 College Parkway Folsom, CA, USA 95630

Business No: 87632 1522

EIN# 98-0507066

Invoice: 4114 Date: 28-Oct-2015

Page:

Purchase Order:

MSA Contract No:

Effective Date:

| Item | Description | Tax | Rate | Amount |
|-------------------|---|------------|------------|-----------|
| 9075-10A | Annual Bundled Services Includes: Hosting-Voices & Answers Includes: SmartSource Includes: QuickStart Effective Period: Oct 27, 2015- Oct 26, 2016 | Z | 25,000.00 | 25,000.00 |
| | Per Services Schedule #FLC01-001012-SS001 | | | |
| | Subtotal: | | | 25,000.00 |
| | Z - GST 0%, | | | |
| | GST5 | | | |
| | Terms: Net 30 Due 27-Nov-2015 | | | Y I |
| | | | | |
| | | | | |
| | One Customer. One Goal. One Answer. | | 1001 | |
| | | | | |
| nk/Wire Transfe | rs - CAD - 02482-003-1015601 rs - US\$ - 02482-003-4004248 Royal Bank, 32 Duke St., Kitchener, ON N2H 2W4 | | Freight | 0.00 |
| neficary: Intelli | Response Systems Inc. | Total Amou | int in USD | 25,000.00 |

WHY WE'RE INDUSTRY LEADERS

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technology Deloitte



OFFERS

Deliver highly relevant offers across all online customer service channels.

Leverage intent recognition technology to present realtime, customized promotions.

Turbo charge online clicks and conversions. Drive topline revenue.

Read More

VIDEOS & WEBINARS







About Us

IntelliResponse is the leading provider of virtual agent technology solutions for the enterprise. We create profitable online conversations for our private and public sector

Hot Topics

Customer Service Software Knowledge Management Mobile Customer Service Online Customer Service Online Self Service Virtual Agent Software

From the Blog

SEPTEMBER 30, 2015 New Survey Takes Us Inside the Mind of the Health Insurance Customer

SEPTEMBER 16, 2015 INSIDE IR: "Yes, And" - Working

Questions

info@intelliresponse.com 1866-454-0084

Carrillo, Kimberley

From:

Dixon, Melanie

Sent:

Thursday, October 29, 2015 4:39 AM

To:

Carrillo, Kimberley

Subject:

Fwd: Welcome to IntelliResponse!

Attachments:

4114_FLC.pdf; W8-BEN-E_15Jan28.pdf

FYI

Sent from my T-Mobile 4G LTE Device

0000031657

597H

----- Original message -----

From: Yolanda Baldwin < Yolanda. Baldwin @247-inc.com>

Date: 10/28/2015 4:16 PM (GMT-08:00)

To: "Dixon, Melanie" < DixonM@flc.losrios.edu>

Cc: Kien Quach < Kien.Quach@247-inc.com >, Ian Folkard < Ian.Folkard@247-inc.com >, Kim Gilbert

<Kim.Gilbert@247-inc.com>, Celene Osiecka <Celene.Osiecka@247-inc.com>, Onnela Pukk

<Onnela.Pukk@247-inc.com>

Subject: Welcome to IntelliResponse!

Hi Melanie!

I am pleased to introduce myself to you; I assist with the office administration and accounting for IntelliResponse Systems. I would like to welcome you to IntelliResponse!

I am pleased to enclose your initial invoice #4114 in accordance to Services Schedule #IFLC01-001012-SS001, and I am also including our W8-BEN-E for your records.

Please further note we accept payments via Direct Deposit or Wire Transfer, Instructions are: Bank Information-RBC, 32 Duke Street, Kitchener, ON N2H 2W4, Bank: 003, Transit Number: 02482, US\$ Account No.: 4004248, CAD\$ Account No.: 1015601, Swift Code: ROYCCAT2. Please also fax (416) 214-9337 or email yolanda.baldwin@247-inc.com with payment details indicating invoice number(s), date of payment and your payment reference number.

Best Regards from the IntelliResponse Team!

Thank you, Yolanda Baldwin Finance Dept.

IntelliResponse, a [24]7 Company

direct: 416.214.9337 x 220 toll free: 1 866.454.0084 fax: 416.214.9958

yolanda.baldwin@247-inc.com www.intelliresponse.com Virtual agent technology

tax \$ 2,00

(February 2014) Department of the Treasury Internal Revenue Service

Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) For use by entities, Individuals must use Form W-8BEN. Section references are to the Internal Revenue Code. Information about Form W-8BEN-E and its separate instructions is at www.irs.gov/formw8bene. Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

| Do NO | OT use this form for: | Instead | use Form: |
|---------|--|--|---------------|
| · U.S. | entity or U.S. citizen or resident | | W-9 |
| | reign individual | | (Individual) |
| | reign individual or entity claiming that income is effectively connected wit ses claiming treaty benefits). | the conduct of trade or business within the U.S. | . W-8ECI |
| · A for | reign partnership, a foreign simple trust, or a foreign grantor trust (unless | laiming treaty benefits) (see instructions for exceptions) | . W-8IMY |
| | reign government, international organization, foreign central bank of issue | | |
| foun | dation, or government of a U.S. possession claiming that income is effect | ively connected U.S. income or that is claiming | |
| the a | applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claim | ng treaty benefits) (see instructions) W-8ECI | or W-8EXP |
| • Any | person acting as an intermediary | | . W-8IMY |
| | Identification of Beneficial Owner | | |
| 1 | Name of organization that is the beneficial owner | Country of incorporation or organization | |
| INTEL | LIRESPONSE SYSTEMS INC. | CANADA | |
| 3 | Name of disregarded entity receiving the payment (if applicable) | | |
| 4 | Chapter 3 Status (entity type) (Must check one box only): | rporation Disregarded entity Parti | nership |
| - | | | ernment |
| | | vate foundation | |
| | If you entered disregarded entity, partnership, simple trust, or grantor t | | |
| | claim? If "Yes" complete Part III. | Yes | □ No |
| 5 | Chapter 4 Status (FATCA status) (Must check one box only unless | The state of the s | |
| | certification below for the entity's applicable status). | | |
| | Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a registered deemed-compliant FFI or participating FFI). | Nonreporting IGA FFI (including an FFI treated as a reg deemed-compliant FFI under an applicable Model 2 IG. Complete Part XII. | |
| | Participating FFI. | Foreign government, government of a U.S. possession, | or foreign |
| | Reporting Model 1 FFI. | central bank of issue. Complete Part XIII. | , or loraign |
| | Reporting Model 2 FFI. | ☐ International organization. Complete Part XIV. | |
| | Registered deemed-compliant FFI (other than a reporting Model 1 | Exempt retirement plans, Complete Part XV. | |
| | FFI or sponsored FFI that has not obtained a GIIN): | ☐ Entity wholly owned by exempt beneficial owners. Complete | ete Part XVI. |
| | Sponsored FFI that has not obtained a GIIN. Complete Part IV. | ☐ Territory financial institution. Complete Part XVII. | |
| | ☐ Certified deemed-compliant nonregistering local bank. Complete | ☐ Nonfinancial group entity. Complete Part XVIII. | |
| | Part V. | Excepted nonfinancial start-up company. Complete Pa | rt XIX. |
| | ☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | Excepted nonfinancial entity in liquidation or bankrupto Complete Part XX. | |
| | Certified deemed-compliant sponsored, closely held investment | 501(c) organization. Complete Part XXI. | |
| | vehicle. Complete Part VII. | Nonprofit organization. Complete Part XXII. | |
| | Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | Publicly traded NFFE or NFFE affiliate of a publicly trade corporation. Complete Part XXIII. | led |
| | Certified deemed-compliant investment advisors and investment | Excepted territory NFFE. Complete Part XXIV. | |
| | managers. Complete Part IX. | Active NFFE. Complete Part XXV. | |
| | Owner-documented FFI. Complete Part X. | Passive NFFE. Complete Part XXVI. | |
| | Restricted distributor. Complete Part XI. | Excepted inter-affiliate FFI, Complete Part XXVII. | |
| | | ☐ Direct reporting NFFE. | |
| | | ☐ Sponsored direct reporting NFFE. Complete Part XXVII | 1. |
| 6 | Permanent residence address (street, apt. or suite no., or rural route). Do no | | |
| | DELAIDE STREET EAST, 20TH FLOOR | | |
| | City or town, state or province. Include postal code where appropriate. | Country | |
| 16 | ONTO, ONTARIO M5C 3A1 | CANADA | |
| 7 | Mailing address (if different from above) | | |
| | City or town, state or province. Include postal code where appropriate. | Country | |
| 8 | U.S. taxpayer identification number (l'IN), if required 9a GIIN 98-0507066 | b Foreign TIN 10 Reference number(s) (see | instructions) |
| Note | . Please complete remainder of the form including signing | the form in Part XXIX. | |

| orm v | A-ABEN-F | (2-2014) | | Page 2 |
|---------|-------------------------------|---|--|--|
| Par | t II | Disregarded Entity or I FFI in a country other th | Branch Receiving Payment. (Com nan the FFI's country of residence.) | plete only if disregarded entity or branch of an |
| 11 | Chapt | er 4 Status (FATCA status) of di | sregarded entity or branch receiving payme | ent |
| | | mited Branch. | Reporting Model 1 FFI. | U.S. Branch. |
| | ☐ Pa | irticipating FFI. | Reporting Model 2 FFI. | |
| 12 | Addre regist | ss of disregarded entity or bran ered address). | nch (street, apt. or suite no., or rural route). | Do not use a P.O. box or in-care-of address (other than a |
| | City or | town, state or province. Include | e postal code where appropriate. | |
| | Counti | ry | | |
| 13 | GIIN (in | | | |
| No. | t III | | enefits (if applicable). (For chapter 3 | 3 purposes only) |
| 14 a | ✓ Th | y that (check all that apply): e beneficial owner is a resident | . 10 | within the meaning of the income tax |
| b | | aty between the United States | | |
| | rec | quirements of the treaty provision | on dealing with limitation on benefits (see ins | |
| C | ☐ Th of | e beneficial owner is claiming t a foreign corporation and meets | reaty benefits for dividends received from a s qualified resident status (see instructions). | a foreign corporation or interest from a U.S. trade or business |
| 15 | Specia | al rates and conditions (if appli | icable—see instructions): The beneficial own | ner is claiming the provisions of Article 7 |
| | | treaty identified on line 14a abo | | withholding on (specify type of income): BUSINESS |
| | Explair | the reasons the beneficial owr | ner meets the terms of the treaty article: | |
| Par | VI | Sponsored FFI That Ha | as Not Obtained a GIIN | |
| 16 | Name | of sponsoring entity: | | - IUI |
| 17 | | whichever box applies. | | |
| | | ertify that the entity identified in | | |
| | • Is an | FFI solely because it is an inves | stment entity; | |
| | | t a QI, WP, or WT; and | | |
| | • Has a | agreed with the entity identified | above (that is not a nonparticipating FFI) to | act as the sponsoring entity for this entity. |
| | | ertify that the entity identified in | | |
| | | controlled foreign corporation as t a QI, WP, or WT: | s defined in section 957(a); | |
| | | | th. b. th- 110 f | |
| | entity; | and | lly, by the U.S. financial institution identifie | ed above that agrees to act as the sponsoring entity for this |
| | accour | to, customer identification inf | entity and to access all account and custo | tified above) that enables the sponsoring entity to identify all omer information maintained by the entity including, but not ant balance, and all payments made to account holders or |
| Par | EMPORTURE | Certified Deemed-Corr | pliant Nonregistering Local Bank | K |
| 18 | ☐ 1 c | ertify that the FFI identified in Pa | art I: | |
| | Operation | ates and is licensed solely as a pration or organization; | bank or credit union (or similar cooperative | e credit organization operated without profit) in its country of |
| | bank a | nd, with respect to a credit union | receiving deposits from and making loans on or similar cooperative credit organization recoperative credit organization; | to, with respect to a bank, retail customers unrelated to such a, members, provided that no member has a greater than five |
| | | | side its country of organization; | |
| | • Has | no fixed place of business out | | ed place of business does not include a location that is not oport functions); |
| | • Has r | no more than \$175 million in as | | nber of an expanded affiliated group, the group has no more |
| | Does | not have any member of its ex | spanded affiliated group that is a foreign fina | ancial institution, other than a foreign financial institution that that meets the requirements set forth in this Part V. |

| Form V | V-8BEN-E (2-2014) |
|--------|---|
| Par | t VI Certified Deemed-Compliant FFI with Only Low-Value Accounts |
| 19 | ☐ I certify that the FFI identified in Part I: |
| | Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract; |
| | No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); and |
| | Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. |
| Par | Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle |
| 20 | Name of sponsoring entity: |
| 21 | ☐ I certify that the entity identified in Part I: |
| | Is an FFI solely because it is an investment entity described in §1.1471-5(e)(4); |
| | • Is not a QI, WP, or WT; |
| | Has a contractual relationship with the above identified sponsoring entity that agrees to fulfill all due diligence, withholding, and reporting responsibilities of a participating FFI on behalf of this entity; and |
| | Twenty or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100 percent of the equity interests in the FFI and is itself a sponsored FFI). |
| Part | Certified Deemed-Compliant Limited Life Debt Investment Entity |
| 22 | ☐ I certify that the entity identified in Part I: |
| | Was in existence as of January 17, 2013; |
| | Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under § 1.1471-5(f)(2)(iv)). |
| Par | Certified Deemed-Compliant Investment Advisors and Investment Managers |
| 23 | ☐ I certify that the entity identified in Part I: |
| | • Is a financial institution solely because it is an investment entity described in §1.1471-5(e)(4)(i)(A); and |
| | Does not maintain financial accounts. |
| Par | |
| Note. | This status only applies if the U.S. financial institution or participating FFI to which this form is given has agreed that it will treat the FFI as an documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below. |
| 24a | (All owner-documented FFIs check here) I certify that the FFI identified in Part I: |
| | Does not act as an intermediary; |
| | Does not accept deposits in the ordinary course of a banking or similar business; |
| | Does not hold, as a substantial portion of its business, financial assets for the account of others; |
| | • Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; |
| | • Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and |

• Does not maintain a financial account for any nonparticipating FFI.

| Par | Owner-Documented FFI (continued |) |
|-------|---|---|
| Check | box 24b or 24c, whichever applies. | |
| b | ☐ I certify that the FFI identified in Part I: | |
| | · Has provided, or will provide, an FFI owner reporting | g statement that contains: |
| | person that owns a direct or indirect equity intere- persons); | s, and type of documentation provided (if required) of every individual and specified U.S. est in the owner-documented FFI (looking through all entities other than specified U.S. |
| | person that owns a debt interest in the owner-do entity that directly or indirectly owns the payee of financial account in excess of \$50,000 (disregarding | s, and type of documentation provided (if required) of every individual and specified U.S. cumented FFI (including any indirect debt interest, which includes debt interests in any r any direct or indirect equity interest in a debt holder of the payee) that constitutes a g all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); and |
| | Any additional information the withholding agent in | requests in order to fulfill its obligations with respect to the entity. |
| C | | ed, or will provide, an auditor's letter, signed within four years of the date of payment, |
| | reviewed the FFI's documentation with respect t meets all the requirements to be an owner-docu | presentative with a location in the United States stating that the firm or representative has on all of its owners and debt holders identified in §1.1471-3(d)(6)(iv)(A)(2), and that the FFI amented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner and U.S. persons and Form(s) W-9, with applicable waivers. |
| Check | box 24d if applicable. | |
| d | I certify that the entity identified in line 1 is a trust beneficiaries. | st that does not have any contingent beneficiaries or designated classes with unidentified |
| Par | Restricted Distributor | |
| 25a | (All restricted distributors check here) I certify that | |
| | Operates as a distributor with respect to debt or eq | uity interests of the restricted fund with respect to which this form is furnished; |
| | Provides investment services to at least 30 custom | ers unrelated to each other and less than half of its customers are related to each other; |
| | compliant jurisdiction); | es under the anti-money laundering laws of its country of organization (which is an FATF- |
| | Operates solely in its country of incorporation or country of incorporation or organization as all members | organization, has no fixed place of business outside of that country, and has the same ers of its affiliated group, if any; |
| | · Does not solicit customers outside its country of in- | |
| | the most recent accounting year; | er management and no more than \$7 million in gross revenue on its income statement for |
| | Is not a member of an expanded affiliated group the in gross revenue for its most recent accounting year | nat has more than \$500 million in total assets under management or more than \$20 million on a combined or consolidated income statement; and |
| | Does not distribute any debt or securities of the re owners, or nonparticipating FFIs. | estricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. |
| | k box 25b or 25c, whichever applies. | |
| | er certify that with respect to all sales of debt or equity December 31, 2011, the entity identified in Part I: | interests in the restricted fund with respect to which this form is furnished that are made |
| b | resident individuals and is currently bound by a c | t contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. distribution agreement that contains a prohibition of the sale of debt or securities to any more substantial U.S. owners, or nonparticipating FFI. |
| С | passive NFFE with one or more substantial U.S. | at contains a prohibition on the sale of debt or securities to any specified U.S. person, owners, or nonparticipating FFI and, for all sales made prior to the time that such a |
| | restriction was included in its distribution agreen identified in §1.1471-4(c) applicable to preexisting | nent, has reviewed all accounts related to such sales in accordance with the procedures g accounts and has redeemed or retired any, or caused the restricted fund to transfer the FI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive |
| Par | XII Nonreporting IGA FFI | y comments. |
| 26 | ☐ I certify that the entity identified in Part I: | |
| | Meets the requirements to be considered a nonrep | orting financial institution pursuant to an applicable IGA between the United States and |
| | Is treated as a | under the provisions of the applicable IGA (see instructions); and |
| | If you are an FFI treated as a registered deemed-c | ompliant FFI under an applicable Model 2 IGA, provide your GIIN: |

| orm \ | V-8BEN-E (2-2014) |
|-------|---|
| Part | Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue |
| 27 | I certify that the entity identified in Part I is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)). |
| Part | XIV International Organization |
| Chec | k box 28a or 28b, whichever applies. |
| 28a | ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18). |
| b | — January 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, |
| | Is comprised primarily of foreign governments; It is a large strip of the lateractional Operational Experiments. It is a large strip of the lateractional Operational Experiments. |
| | Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act; |
| | The benefit of the entity's income does not inure to any private person; |
| | Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in §1.1471-6(h)(2)). |
| Par | Exempt Retirement Plans |
| Chec | k box 29a, b, c, d, e, or f, whichever applies. |
| 29a | |
| | Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits); |
| | Is operated principally to administer or provide pension or retirement benefits; and |
| | • Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income as a resident of the other country which satisfies any applicable limitation on benefits requirement. |
| b | |
| | Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are forme employees of one or more employers in consideration for services rendered; |
| | No single beneficiary has a right to more than 5% of the FFI's assets; |
| | Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; and |
| | Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan; |
| | Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)); |
| | Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement disability, or death (except rollover distributions to accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts) to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part of in an applicable Model 1 or Model 2 IGA); or |
| C | • Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually. I certify that the entity identified in Part I: |
| | Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are forme employees of one or more employers in consideration for services rendered; |
| | Has fewer than 50 participants; |
| | Is sponsored by one or more employers each of which is not an investment entity or passive NFFE; |
| | Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in §1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively; |
| | • Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20 percent of the fund's assets; and |
| | Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates. |
| d | I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other |
| | than the requirement that the plan be funded by a trust created or organized in the United States. |
| e | ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds |
| | described in this part or in an applicable Model 1 or Model 2 IGA, accounts described in §1.1471-5(b)(2)(i)(A) (referring to retirement and |

Part XV Exempt Retirement Plans (Continued)

- f I certify that the entity identified in Part I:
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in §1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
 - · Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in §1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in §1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of
 documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity
 interest in the entity; and
 - Has provided documentation establishing that every owner of the entity is an entity described in §1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
 - Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in §1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in §1.1471-5(e)(5)(i)(B);
 - · Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any
 investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for
 investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- - Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business)
 (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - . Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- - · Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than three years,

Part XXI 501(c) Organization

- - Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated
 or
 - Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the
 payee is a foreign private foundation).

| Form V | EN-E (2-2014) | Page 7 | | | |
|--------|---|----------|--|--|--|
| Part | Non-Profit Organization | | | | |
| 36 | I certify that the entity identified in Part I is a non-profit organization that meets the following requirements: | | | | |
| | The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational pure | poses | | | |
| | The entity is exempt from income tax in its country of residence; | | | | |
| | The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets; | | | | |
| | . Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity | | | | |
| | be distributed to, or applied for the benefit of, a private person or non-charitable entity other than pursuant to the conduct of the | entity's | | | |
| | naritable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of princh the entity has purchased; and | | | | |
| | The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquida ssolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled a foreign government, or another organization that is described in this Part XXII or escheats to the government of the entity's cousidence or any political subdivision thereof. | entity | | | |
| Part | Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation | _ | | | |
| Check | x 37a or 37b, whichever applies. | | | | |
| 37a | I certify that: | | | | |
| | The entity identified in Part I is a foreign corporation that is not a financial institution; and | | | | |
| | The stock of such corporation is regularly traded on one or more established securities markets, including | | | | |
| | (name one securities exchange upon which the stock is regularly traded). | | | | |
| b | certify that: | | | | |
| | The entity identified in Part I is a foreign corporation that is not a financial institution; | | | | |
| | • The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market; | | | | |
| | • The name of the entity, the stock of which is regularly traded on an entablished acquirities market in | | | | |
| | The name of the securities market on which the stock is regularly traded is | ; and | | | |
| Part 2 | | - | | | |
| 38 | I certify that: | | | | |
| | The entity identified in Part I is an entity that is organized in a possession of the United States; | | | | |
| | The entity identified in Part I: | | | | |
| | Does not accept deposits in the ordinary course of a banking or similar business, | | | | |
| | Does not hold, as a substantial portion of its business, financial assets for the account of others, or | | | | |
| | Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with re | onnot | | | |
| | to a financial account; and | | | | |
| | All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporate | d. | | | |
| Part . | Active NFFE | - | | | |
| 39 | I certify that: | | | | |
| | The entity identified in Part I is a foreign entity that is not a financial institution; | | | | |
| | ess than 50% of such entity's gross income for the preceding calendar year is passive income; and | | | | |
| | ess than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated eighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income). | t as a | | | |
| Part) | Passive NFFE | | | | |
| 40a | I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, activ NFFE, direct reporting NFFE, or sponsored direct reporting NFFE. | | | | |
| Check | k 40b or 40c, whichever applies. | | | | |
| b | I further certify that the entity identified in Part I has no substantial U.S. owners, or | | | | |
| С | I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner of the NFFE in Part X | xx | | | |
| Part) | Excepted Inter-Affiliate FFI | 101 | | | |
| 41 | I certify that the entity identified in Part I: | _ | | | |

• Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);

payments from any withholding agent other than a member of its expanded affiliated group; and

. Does not make withholdable payments to any person other than to members of its expanded affiliated group that are not limited FFIs or

• Does not hold an account (other than a depository account in the country in which the entity is operating to pay for expenses) with or receive

• Has not agreed to report under §1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including

Is a member of an expanded affiliated group;

a member of its expanded affiliated group.

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|---------------------------------------|--|---|----------------------------------|--|--|
| Part XXVIII | Sponsored | Direct Reporting NFFE | | | |
| 42 Nam | of sponsoring entity: | | | | |
| 43 🔲 1 | certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified in line 42. | | | | |
| Part XXIX | Certificatio | on | | | |
| | s of perjury, I declare enalties of perjury th | e that I have examined the information on this form and to the best of my knowledge and belief it is true, com nat: | ect, and complete. I further | | |
| | | line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to ant submitting this form for purposes of section 6050W, | certify its status for chapter 4 | | |
| • The | income to which thi | line 1 of this form is not a U.S. person, its form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (t an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and | b) effectively connected but is | | |
| • For | broker transactions | or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions. | | | |
| owner or any w | ithholding agent tha | to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity at can disburse or make payments of the income of which the entity on line 1 is the beneficial owner. | on line 1 is the beneficial | | |
| ragree mat i v | viii submit a new to | orm within 30 days if any certification on this form becomes incorrect. | | | |
| Sign Here | | DI Mill David Richards | 27.01.204 | | |
| | Sign | nature of individual authorized to sign for beneficial owner Print Name | Date (MM-DD-YYYY) | | |
| Part XXX As required to substantial U | Substantial by Part XXVI, provi | fy that I have the capacity to sign for the entity identified on line 1 of this form. I U.S. Owners of Passive NFFE ide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see instruc | tions for definition of | | |
| | .o. owner. | | | | |
| Name | | Address | TIN | | |
| | | | | | |
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| No. 17 | | | | | |
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