

Fill in this information to identify the case:

Debtor Pareteum Corporation

United States Bankruptcy Court for the: Southern District of New York
(State)

Case number 22-10615

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Darin R. Vickery
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Darin R. Vickery 514 Americas Way #12771 Box Elder, SD 57719, United States	
Contact phone <u>4153085520</u>	Contact phone _____
Contact email <u>darinrayvickery@gmail.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 20000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services Performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/09/2022
MM / DD / YYYY

/s/Darin R Vickery
Signature

Print the name of the person who is completing and signing this claim:

Name Darin R Vickery
First name Middle name Last name

Title Contractor

Company N/A
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 201-2205 | International (310) 751-1839

Debtor: 22-10615 - Pareteum Corporation		
District: Southern District of New York, New York Division		
Creditor: Darin R. Vickery 514 Americas Way #12771 Box Elder, SD, 57719 United States Phone: 4153085520 Phone 2: Fax: Email: darinrayvickery@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services Performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 20000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Darin R Vickery on 09-Aug-2022 5:43:25 p.m. Eastern Time Title: Contractor Company: N/A		

Invoice - #001

6/30/2019

Bill To:

Pareteum Corporation
1185 Avenue of the Americas, 37th Floor
New York, NY 10036
attn: Denis McCarthy, Chief Operating Officer

Remit To:

Darin Vickery
2808 Monterey Street
San Mateo, CA 94403
Tax ID # - W9 on file with iPass Inc. AP Dep't

In accordance with the Consulting Agreement between Darin Vickery and Pareteum Corporation (see excerpt of Section 6 below), this invoice will represent the sum total of all fees due between inception and June 30, 2019, for services rendered by Mr. Vickery under the agreement:

Period: 3/16/19 - 6/30/19
Fee: **\$20,000.00** Due and payable

6. PAYMENT AND INVOICING

6.1 Consultant will be compensated for the Services as follows: \$16,666.67 per month, with any partial month prorated based on the actual number of days in such month during the Term. Based upon the foregoing, and presuming Consultant completes the Term, Consultant will be paid \$16,666.67 per month for the following periods of time: i) Month 1 (March 16, 2019 -April 15, 2019); ii) Month 2 (April 16, 2019 -May 15, 2019); iii) Month 3 (ay 16, 2019 -June 15, 2019); iv) Month 4 (June 16, 2019 -July 15, 2019); v) Month 5 (July 16, 2019 - August 15, 2019); vi) Month 6 (August 16, 2019 -September 15, 2019); vii) Month 7 (September 16, 2019 -

Pareteum Corporation



October 15, 2019); viii) Month 8 (October 16, 2019 -November 15, 2019); and ix) Month 9 (November 16, 2019 -December 15, 2019).

Payment Due upon Receipt

Darin Vickery

From: Darin Vickery
Sent: Monday, July 1, 2019 8:58 AM
To: Ted O'Donnell; Chad Dupic
Cc: Denis McCarthy
Subject: Vickery invoice #1 (3/15/19 - 6/30/19)
Attachments: Vickery Consulting Agreement (Executed).pdf; Vickery W9.pdf; 6 30 19 DRV invoice.pdf

See attached invoice to cover the entire period from inception to June 30, 2019.

Thanks,

darin
(415) 308-5520



CONSULTING AGREEMENT

BETWEEN:

(1) **Pareteum Corporation** of 1185 Avenue of the Americas, 37th Floor, New York, New York 10036 USA ("**Pareteum**");

AND:

(2) **Darin Vickery**, a resident of California having an address for notice of 2808 Monterey Street, San Mateo, California 94403 ("**Consultant**").

Individually referred to as a "**Party**" or jointly referred to as the "**Parties**."

WHEREAS:

(A) Pareteum is a provider of mobile virtual network and telecommunications technology solutions;

(B) The Consultant is experienced with international MVNO architectural development and managing a company's technology vision and related technology development and Pareteum desires to engage Consultant to provide certain services as more particularly set forth herein ("**Agreement**").

1. COMMENCEMENT, DURATION AND EXTENSION

1.1 This Agreement is effective on March 16, 2019 and shall continue through and including December 15, 2019 (the "**Term**"), unless extended as set forth below. Either Party may terminate this Agreement at anytime upon thirty (30) days' prior written notice to the non-terminating Party.

1.2 Expiration of this Agreement shall not relieve the Consultant of any of its obligations in respect of confidential information and intellectual property rights.

2. FCPA

2.1 Consultant is familiar with and agrees to all terms of the Foreign Corrupt Practices Act ("**FCPA**") and attests that it has no direct or indirect affiliation with government officials in conjunction with the sale of Pareteum's services and shall not engage and has not been enticed in any way to engage in any violation. Consultant, in addition to the statements above, by signing this Agreement agrees to abide by all the provisions of the FCPA regardless whether they are stated in this paragraph and shall at its sole cost and expense save, defend, indemnify and hold Pareteum, its officers and directors, harmless from and against any and all liability arising from a breach of this provision.

3. SERVICES

3.1 Parties agree that Consultant will perform and render the services as more particularly set forth on **Schedule A**, attached hereto and incorporated herein by this reference, together with participating in meetings (which may include some mutually agreed upon travel), telephone conference calls along with providing any other services the Parties may agree to from time to time (all of the foregoing being collectively, the "**Services**").



3.2 The Consultant shall at all times abide by all laws, rules and regulations, including without limitation the FCPA, while performing the Services for Pareteum.

3.3 Pareteum engages the Consultant to provide the Services on a non-exclusive basis, and Consultant agrees to report to the Executive Chairman (Hal Turner), or such other person (or persons as directed by Pareteum from time to time) and to cooperate with such other management as may reasonably be required.

3.4 The Consultant represents and warrants that it is adequately trained and qualified and permitted (if necessary) to provide the Services to Pareteum and that it will perform such Services with all due care and skill. Failure to comply with this clause represents a material breach of this Agreement.

3.5 The Consultant agrees to exercise its responsibilities so as to advance the best interests of Pareteum in good faith at all times.

4. METHOD AND LOCATION OF PERFORMING SERVICES

4.1 The Consultant may use its initiative as to the manner in which the Services are delivered, provided that in doing so the Consultant shall co-operate with Pareteum and comply with all reasonable and lawful instructions of Pareteum. The Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with accepted industry standards (if any) applicable to the Services. The Consultant agrees that it may be required to work outside normal office hours as reasonably requested by Pareteum.

4.2 The Consultant will provide the Services from such locations as are appropriate in the Consultant's commercially reasonable judgment (which may include Consultant's office, Pareteum's office and some business-related travel that will be international). Pareteum will provide the Consultant with appropriate access to Pareteum's facilities or equipment as may be necessary for the effective conduct of the Services

5. EQUIPMENT AND DATA

5.1 The Consultant shall use all such necessary software, hardware or other equipment as is reasonable for the satisfactory performance of the Services. The Consultant warrants that it shall only use properly licensed software and hardware in performing the Services.

5.2 Pareteum will provide the Consultant with such equipment as may reasonably be required by Consultant to perform the Services including, for example, a computer, appropriate software and a mobile telephone.

5.3 If the Consultant is provided with equipment or data by Pareteum for the purposes of the Services, the Consultant shall be responsible for ensuring that he preserve the security and condition of such equipment and data, and Consultant agrees to comply with Pareteum's data protection and information security policies.

6. PAYMENT AND INVOICING

6.1 Consultant will be compensated for the Services as follows: \$16,666.67 per month, with any partial month prorated based on the actual number of days in such month during the Term. Based upon the foregoing, and presuming Consultant completes the Term, Consultant will be paid \$16,666.67 per month for the following periods of time: i) Month 1 (March 16, 2019 -April 15, 2019); ii) Month 2 (April 16, 2019 -May 15, 2019); iii) Month 3 (ay 16, 2019 -June 15, 2019); iv) Month 4 (June 16, 2019 -July 15, 2019); v) Month 5 (July 16, 2019 - August 15, 2019); vi) Month 6 (August 16, 2019 -September 15, 2019); vii) Month 7 (September 16, 2019 -



October 15, 2019); viii) Month 8 (October 16, 2019 -November 15, 2019); and ix) Month 9 (November 16, 2019 -December 15, 2019).

6.2 In addition to the compensation set forth in Section 6.1 above, Consultant will be entitled to receive a one-time consultation inducement grant of one hundred thirty thousand (130,000) shares of Pareteum's common stock. Such shares will be registered and issued from Pareteum's Form S-3 on file with the Securities and Exchange Commission. Pareteum will be required to file a prospectus supplement within 20 days from the closing of the transaction whereby iPass Inc. is being acquired by Pareteum on or about February 15, 2019.

6.3 Subject to the approval of the Board of Directors ("Board"), Consultant will be granted an option (or options) to purchase one hundred fifty thousand (150,000) shares of the Pareteum's common stock, fifty thousand (50,000) to vest immediately upon the completion of the Services set forth in Schedule A, with the remainder vesting in equal monthly increments over a subsequent two year period, subject to the terms and conditions of the applicable Pareteum equity plans and stock option agreement between Consultant and Pareteum (collectively referred to herein as the "Option Shares"). The exercise price will be the fair market price on the day of grant by the Board. The option will include such other usual and customary terms as the parties deem reasonably necessary to effectuate the terms herein, including, without limitation, a provision that automatically adjusts the number of Option Shares granted in the event Pareteum exercises any form of stock split. For the avoidance of doubt, Consultant understands, acknowledges and agrees that the Options Shares shall at all times be subject to dilution by Pareteum in the same manner as other holders of the same class of equity *pari passu*.

6.4 The fees exclude income or similar taxes (if payable) and Consultant understands and agrees that it shall be solely responsible for payment of same.

6.5 Consultant shall submit an invoice to Pareteum for the Services rendered during each month and Pareteum will pay any such approved invoice not later than thirty (30) days following the date stated therein.

7. HR AND POLICY COMPLIANCE

7.1 To the extent applicable to the Services, the Consultant agrees to reasonably comply with Pareteum's company policies, human resource policies and systems including the Staff Handbook, Insider Trading Policy, Whistleblower Policy and others, any of which may be updated from time to time in Pareteum's discretion.

8. INDEMNIFICATION

8.1 The Parties indemnify each other against all tax liabilities that arise out of this Agreement such as income taxes and social premiums and national insurance contributions (if any) which may be payable by the Consultant or Pareteum, as the case may be.

8.2 Consultant shall indemnify, defend and hold harmless, Pareteum and its owners, subsidiaries and other affiliates, and the officers, directors, and employees of each of them, from any damages, loss, injury, death, costs, fees or expenses which arise from, or are alleged to have arisen from any claim, lawsuit or other action by a third party, resulting from violation or breach by Consultant of any term of this Agreement or of any statute, law or regulation governing the Services provided by Consultant pursuant to this Agreement.

8.3 Indemnification hereunder shall not apply to the extent any liability, damage, loss or expense is attributable to any negligent or wrongful act or omission, or willful malfeasance, by the party claiming



indemnification. Under no circumstances will a party be liable for consequential, special or indirect damages of the other party. It shall be a condition precedent to the indemnifying party's obligations hereunder that (a) the party claiming indemnification immediately notifies the other party of any risk or possible damage once the party claiming indemnification is aware of the same, (b) that the party claiming indemnification permits the indemnifying party to exercise control over the defense thereof, and (c) that the party claiming indemnification cooperates fully in connection with such defense.

9. EXPENSES

9.1 Without the prior written approval of Pareteum, Consultant shall not be entitled to claim reimbursement for any costs and expenses. All other documented expenses shall be approved by Pareteum in writing in advance, or Consultant understands and agrees that any such expenses shall not be reimbursed.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Consultant hereby expressly covenants that all intellectual property rights, discoveries, inventions, improvements and developments relating in any way to the business activities of Pareteum ("IPRs") which may be discovered, invented, improved or developed by the Consultant during the term of this Agreement, in the course of providing any Services hereunder, where so ever discovered, invented, improved or developed, will be the exclusive and sole property of Pareteum.

10.2 The Consultant must disclose promptly to Pareteum and hereby assigns to Pareteum without further compensation, all IPRs (including but not limited to any existing and future copyrights, trademarks and patents, as well as knowhow and trade secrets contained in or relating software, documentation or other works or materials) whether conceived or developed by it solely or jointly with others and will on the request of Pareteum execute all documents and do all such things as may be requested by Pareteum to confirm or perfect the rights, title and interest in such IPRs, provided that Pareteum will bear the costs and expenses associated therewith.

10.3 The Consultant agrees unconditionally to disclose all software and source codes to Pareteum immediately upon request.

11. CONFIDENTIALITY

11.1 The Consultant shall not, during the term of this Agreement and for two (2) years after termination (for whatever reason), disclose to any third party or use for his/her own benefit any confidential information of Pareteum or any of its subsidiaries or affiliated companies or its parent companies, shareholders, employees, customers or suppliers which has become known to the Consultant during the course of this Agreement. The term "confidential information" includes, without limitation, all business, organizational and technical knowledge, software, source codes, know-how, proprietary or confidential information, non-public IPRs, names or addresses or details of Pareteum's customers (or the customers of any of its subsidiaries or affiliated or parent companies) and any other information which by its nature ought reasonably to be treated as confidential to Pareteum.

11.2 All written and other records and all tangibles concerning Pareteum or any of its subsidiaries or affiliated or parent companies which are in the possession of the Consultant shall be carefully kept and shall be immediately returned to Pareteum upon its request, and in any case upon the termination of this Agreement.



11.3 Consultant (and its officers, employees and other agents/representatives if any) agree that its obligations hereunder are necessary and reasonable in order to protect Pareteum's business, and expressly agree that monetary damages may be inadequate to compensate Pareteum for any breach of the obligations set forth in this clause. Consultant acknowledges that any violation or threatened violation of this clause may cause irreparable injury to Pareteum and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Pareteum shall be entitled to obtain injunctive relief against a (threatened) breach of this clause or the continuation of any such breach, without the necessity of proving actual damages.

11.4 Notwithstanding the foregoing, Consultant understands, acknowledges and agrees that Pareteum may make one or more public announcement that it has engaged Consultant, as a strategic advisor to Pareteum.

12. PRIVATE GAIN

12.1 The Consultant shall not be permitted to accept or negotiate, whether directly or indirectly, for its benefit any commission, advantage or gain, in any form whatsoever, from customers or suppliers of - or other commercial partners dealing with - Pareteum or any of its subsidiaries or affiliated or parent companies. Similarly, the Consultant shall not do anything to prejudice or harm the interests or reputation of Pareteum or its affiliated or subsidiary companies, management, employees or shareholder(s).

13. NON-COMPETITION AND NON-SOLICITATION

13.1 The Consultant shall further not solicit or endeavor to entice away from Pareteum or any of its subsidiaries or affiliated or parent companies any employee, customer, supplier or commercial partner of Pareteum during, or for a period of twelve months (12) after termination of, this Agreement.

14. RELATIONSHIP BETWEEN PARETEUM AND CONSULTANT

14.1 The relationship between Consultant and Pareteum is of two arm's length commercial parties. No joint venture or partnership is created, or shall be deemed to be created hereby and no relationship of employer and employee is established or should be inferred. In particular, neither party wishes to create or imply any mutuality of obligation between themselves in the performance of Services under the Agreement.

15. FORCE MAJEURE

15.1 The Parties shall not be liable for any breaches of their obligations under this Agreement resulting from Acts of God, war, major fire, major flood, explosion or other similar catastrophe.

16. GENERAL

16.1 Any amendments or additions to this Agreement must be in writing and be signed by the Parties.

16.2 Should any provision of this Consultant agreement be or become invalid, the validity of the other provision(s) shall not be affected thereby.

16.3 The Consultant shall inform Pareteum immediately of any change of address or of any other change in circumstances which may affect the Services to be provided to Pareteum.



Pareteum

16.4 This Agreement is subject to the laws of the State of New York, United States of America and the Courts in New York shall have exclusive jurisdiction to settle any dispute arising hereunder without regard to any principles of conflicts of laws. Consultant hereby submits to the exclusive personal and subject matter jurisdiction of the State and Federal Courts situated in New York, New York, United States of America, and hereby waives any defense of inconvenient forum.

This Agreement may be executed in counterparts by Parties signatures transmitted by facsimile or electronic format (including via PDF), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.]

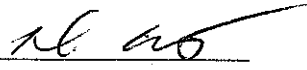


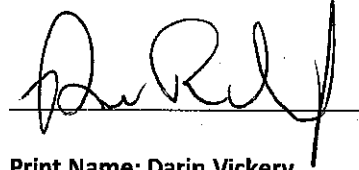
Pareteum

EXECUTED this ^{March} ~~February~~ 6, 2019:

Pareteum Corporation

Darin Vickery

By: 



Print Name: Denis McCarthy
Title: President

Print Name: Darin Vickery



Pareteum

SCHEDULE A

During the Term, Consultant shall provide the following Services to Pareteum:

- Lead the integration effort for a full system conversion of all relevant Pareteum systems to ERP/Oracle platform
- Continue to support the financial and related areas of integration of iPass with Pareteum to ensure issues are addressed in a timely manner
- Various ad hoc requests and support as requested by the President of Pareteum

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Darin R. Vickery</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2808 Monterey Street</p> <p>6 City, state, and ZIP code San Mateo, CA 94403</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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										
4	6	1	-	9	4	-	6	9	1	5
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 3/22/19
------------------	----------------------------	----------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-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.