

# TINCheck Verification

This Data Sheet describes the TINCheck Software to be provided by TINCheck, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- **TINCheck** – A Cloud Solution that provides TIN/Name matching/verification for checks for Employer Identification Numbers (EIN), Social Security Numbers (SSN) or individual taxpayer identification (ITIN) numbers as well as sanctions list validations, a complete list of the validations offered can be found in the Software under validation preferences.
1. **DEFINITIONS.** The following terms are applicable to this Data Sheet. Any capitalized terms that are not defined in this Data Sheet or the Governing Agreement have the meaning set forth in the applicable regulations.
    - 1.1. "Check" means each time the Software submits a number to a government database/list for matching or verification purposes.
  2. **TIN MATCHING CUSTOMER WARRANTIES.** Customer provides the following warranties:
    - 2.1. It has filed forms 1099-B, DIV, INT, MISC, OID or PATR in the past and that any TIN/Names being checked relate to an account(s) where a reportable payment subject to backup withholding is made or is likely to be made as defined under Section 3406(b)(1) of the Internal Revenue Code.
    - 2.2. It will comply with all requirements of Revenue Procedure 2003-9;
    - 2.3. It will transmit only name/TIN combinations relating to accounts with respect to which a reportable payment is made, or is likely to be made, on or after the effective date of Revenue Procedure 2003-9;
    - 2.4. It will transmit only name/TIN combinations that have not been previously transmitted by that participant to TINCheck for matching;
    - 2.5. It will maintain the confidentiality of information obtained through TIN solicitation activities in accordance with the requirements of §31.3406(f)-1 of the Employment Tax Regulations;
    - 2.6. It will provide Sovos and the applicable regulatory authorities with the information necessary to monitor the effectiveness of the TINCheck program.
    - 2.7. That all users of TINCheck are either an "Authorized Agent" or "Delegated User" as defined by the IRS in the TIN Matching Revenue Procedure to collect and match TINs, names, and/or name controls on behalf of the applicant and appoints Sovos as proxy for Customer, with respect to this procedure.
    - 2.8. Under the penalties of perjury, Customer declares it has examined the above information as well as the Authorized Agent/Delegated Users and believes the information provided is true, correct and complete.
    - 2.9. Customer holds Sovos harmless from any penalties, charges, expenses or losses that may result from any misuse by the Authorized Agent or Delegated User and the Payer which they represent. Customer certifies that each Authorized Agent will have its own username and password which only it will use.
  3. **DEATH MASTER FILE ("DMF") CUSTOMER WARRANTIES.** Customer provides the following warranties:
    - 3.1. Access to the NTIS Limited Access DMF (as defined in 15 CFR §1110.2) is appropriate because Customer:
      - a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty;
      - b) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of Section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy such similar requirements.
    - 3.2. With respect to DMF of any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death, Customer shall not:
      - a) disclose any information contained on the DMF with respect to any deceased individual to any person other than a person who meets the requirements in Section 3.1 (a) and (b) above;
      - b) disclose any information contained on the DMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty;
      - c) disclose any information contained on the DMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements in 3.1 (a) and (b) above; or
      - d) use any information contained on the DMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.
    - 3.3. That failure to comply with the provisions of Section 3.2 may subject Customer to penalties under 15 CFR §1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.
  4. **TINCHECK OUTAGE POLICY.** Sovos uses government websites and databases for certain data needed to perform the Check and is not responsible for delays or inaccuracies caused by non-availability of such websites or databases or for incorrect information provided by the government. Customer acknowledges and understands that Sovos does not warrant that TINCheck will be uninterrupted or error free and that Sovos may occasionally experience outages due to disruptions that are not within Sovos' control.
  5. **CHANGES.** Sovos may, from time to time and in its discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade Sovos' obligations under this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade Sovos' obligations under this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at <https://sovos.com/customer-legal-data-sheets/> or by sending Customer an email.
  6. **TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the Software applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its

acknowledgment that the Software is provided under and is governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of Software and Services (the "Governing Agreement").

7. **DEFINED TERMS.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement. This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.