

# STI

## INDEPENDENT SALES ORGANIZATION



Serving Medical Practices Since 1979

# STI Independent Sales Organization Program

*Does your organization market to physicians in medical practices, or work with medical centers or ambulatory surgical centers? If you deal with physicians who are looking for a new Medical Billing Software, Billing Company, or an Electronic Health Record (EHR) system, you may qualify as an STI Independent Sales Organization (ISO).*

## Sell a Practice and Earn a Commission

Medical practices and physicians are looking for a new billing software, a billing service, or an Electronic Health Record (EHR) system. If you market to the medical community, you may be able to offer qualified products from STI Computer Services and earn commissions.

## The More You Refer, the More You are Rewarded

The more medical practices or physicians that you know and that purchase an STI Computer Services system, the more that you can earn. Here are the commission amounts.

First sale in a calendar year	\$ 500.00
Second sale in a calendar year	\$ 750.00
All additional sales in a calendar year	\$ 1,000.00

## Sales Assistance and Training

If your organization qualifies as an ISO, you will be assigned to work with an STI Regional Manager to assist you in understanding the STI Product Line, to provide marketing materials, and to help you make sales. STI has products that medical practices and physicians need. Qualified products include:

- **Practice Management and Appointment Scheduling** for medical practice use, available both for in-house computer systems and on the cloud.
- **Electronic Health Record** systems and electronic prescribing for medical practice use, available both for in-house computer systems and on the cloud.

*For more information on these products and the STI Independent Sales Organization Program, visit our website at [www.sticomputer.com](http://www.sticomputer.com) or contact STI National Sales Manager Joe Cerra by phone at 800-971-7735 extension 1188 or by email at [jcerra@sticomputer.com](mailto:jcerra@sticomputer.com).*

*In order to participate in the STI Independent Sales Organization Program, you must first be approved as an ISO by STI and enter into a written STI Independent Sales Organization Agreement.*

- **Revenue Cycle Management** (medical billing services) for individual physicians, medical practices, medical centers, and ambulatory surgical centers, available both for in-house computer systems and on the cloud.
- **ChartMaker® GO** - smartphone mobile charge capture, hospital rounds, and billing for physicians who practice in a hospital or medical center environment.
- **Anesthesia Billing** software and billing services for medical practice use, available both for in-house computer systems and on the cloud.
- **Ambulance Billing** software and billing services for medical practice use, available both for in-house computer systems and on the cloud.

## Here is How the Program Works:

### *First Step... Apply*

The STI Independent Sales Organization Program is for companies, Independent Sales Organizations, or Independent Sales Representatives that market to physicians, medical practices, medical centers, or ambulatory surgical centers. Let us know who you market to in the medical community, and where, and we will determine if you qualify and if there is an open territory for you.

Commissions are paid approximately 30 days after STI receives payment from your clients.

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## STI Independent Sales Organization Program

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

eMail Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

To which medical organizations or specialties do you market?: \_\_\_\_\_

Where is your primary marketing territory?: \_\_\_\_\_

## STI Provides More Choices

Since 1979, STI Computer Services has specialized in the development, sale, installation, and support of medical software systems for physician practices. STI is the right choice for practices looking for a medical software company with a reputation for service and support. Our products and services include Medical Billing Software, Appointment Scheduling with Eligibility Checking, Electronic Health Record (EHR) Systems, Cloud-Based Services, Revenue Cycle Management and Billing Services, and Managed Technical Services.

## Cloud-Based or In-House Options

STI provides choices on how to host your software. If you prefer, you can host the system yourself in your office or take advantage of ChartMaker Cloud; an Internet-based option, and let STI host, update, and back-up the application for you on our secure servers for one affordable monthly charge.

A “Cloud” based system means that your information and software are hosted on the servers at an STI remote location and you access your practice information via the Internet. With a “Cloud” based system you are in effect paying a monthly fee or “renting” the software and only paying as long as you use the system.

A “Client Server” based system means that you are purchasing the software and hosting the application on your own file server in your location. You do not need to use the Internet to access the software in your main office, but can use the Internet to view or enter ChartMaker® Medical Suite information from a remote location, medical centers, or from home.

STI provides the unique option of switching from ChartMaker® Cloud to our in-house client-server version or vice versa and continuing to use your patient information as data. All data is owned by you and returned to your practice. Other vendors with only a cloud-based version of their software have a stranglehold on your valuable patient data and your practice.

STI also offers a third hosting option, a hybrid choice in which you purchase the software and host it in your office, but “rent” your server from STI and we will manage the server for you. With our unique “Hosted Server” option, STI is responsible for your server maintenance and back-up and you only pay an affordable monthly rental fee for the equipment. It’s just like a cloud option but you have your data in your office for security, speed, and control.

## Experience

We have the experience your clients require from a medical office vendor. We’ve installed over 3,000 practices since 1979. Whether your client needs to replace just an old, inefficient billing system, add Electronic Medical Records, or completely replace your client’s current system, STI is the right choice for your medical practice clients.

## How Practices Select Computer Systems - Criteria

### First time:

1. Price (56%)
2. Easy Implementation
3. Easy to Use
4. Software Fit
5. Function
6. Equipment
7. Growth
8. Support
9. Documentation
10. Vendor

### Second Time:

1. Support (56%)
2. Vendor
3. Equipment
4. Growth
5. Software Fit
6. Documentation
7. Function
8. Easy Implementation
9. Easy to Use
10. Price

Source: IBM Study

## Lessons Learned

In selecting any software or services the most important element is the viability of the vendor providing the product and their commitment to keeping the product up-to-date. The decision your clients are making is more about the viability and future of the vendor than the bells and whistles in the software product itself.

## Support

One of the first and most important aspects to consider with a new system is the level of support that will be included.

Support is important because, regardless of how eloquently a piece of software is written, it is important to know how well the company that is providing the software can assist your clients when they need them.

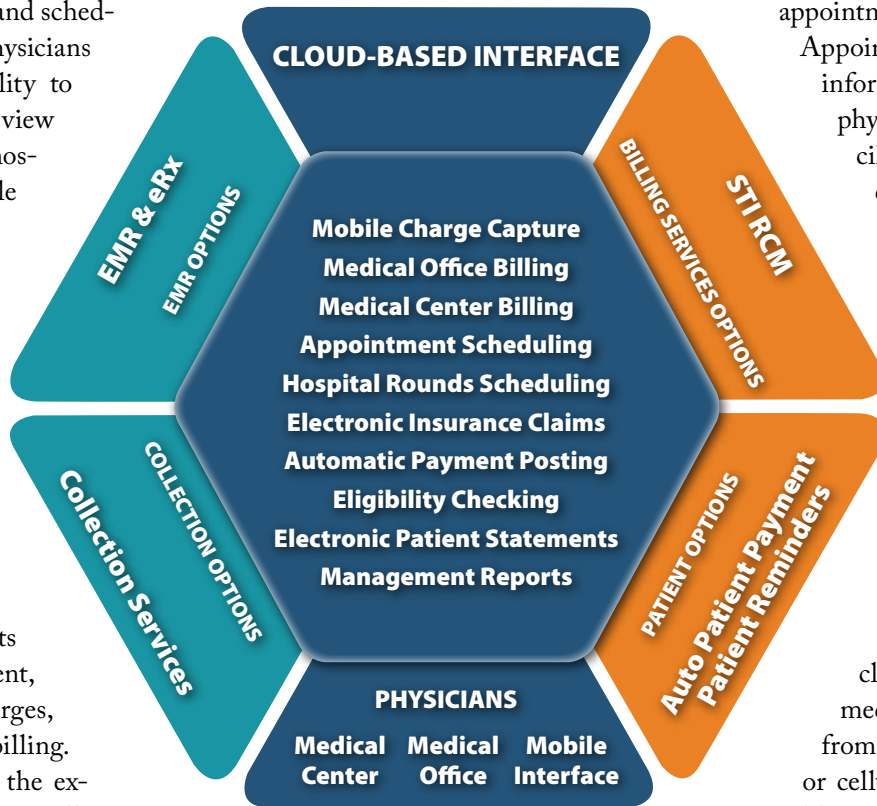
Every vendor claims to have great support. Who wouldn’t? It is an easy claim to make, and one that is difficult to dispute. However, if you really want to find out about your vendor’s level of support, ask specific questions such as, “*How long is your client’s average call back time for support calls?*” or “*Is your client’s support team at your main location or is it outsourced to some other company or country?*”

## Cost

Many medical practices tend to put too much emphasis on the cost of the system as the sole buying criteria. A medical system is a complex combination of computer equipment, software, training, software updates, support, and hardware maintenance. Cost is just the tip of the iceberg. However, when your clients do compare costs, it is important to compare all of the costs, including interfaces, on-going costs, and monthly EDI, and not just the initial purchase price.

ChartMaker® Go is a comprehensive, integrated, and affordable cloud-based medical billing and scheduling system for physicians that includes the ability to capture charges and view schedules including hospital rounds on mobile devices such as tablets and smartphones.

The nucleus of the system includes medical billing modules to electronically submit insurance claims to Medicare, Medicaid, commercial insurance, and patients for inpatient, outpatient, and office-based charges, as well as anesthesia billing. Automatic posting of the explanation of benefits, as well as eligibility checking are included. Integration of mobile devices, such as smartphones, allows physicians to view patient and appointment information when out of the office and enter patient charges from their smartphone that automatically appear in the ChartMaker® Go Medical Billing System for processing by the physician billing staff or billing service.



ChartMaker® Go includes a comprehensive appointment scheduling system for office appointments and hospital rounds. Appointment and hospital round information can be viewed on the physician's mobile device by facility location and includes location and room number. Past charges captured within ChartMaker® Go can be reviewed remotely on the mobile device and new charges can be entered for current encounters by simply selecting the patient and modifying the old charge or entering a new charge.

ChartMaker® Go is a cloud-based application, so medical data can be accessed from anywhere with an internet or cellular connection on a mobile tablet or smartphone. Data is maintained on secure servers, with backup of critical financial information, and automatic program updates from STI, saving medical staff hundreds of hours per year in wasted time.

*For information, contact Joe Cerra by phone at 800.487.9135, ext. 1188 or by email at [jcerra@sticomputer.com](mailto:jcerra@sticomputer.com).*

## ChartMaker Go offers additional options and interfaces at an additional charge including:

- Electronic Prescribing (eRx) including controlled substances
- Patient secure portal
- Patient appointment and recall reminder calls, email, and text messaging
- Patient pre-collection warning letters
- Bad debt collection services
- Electronic patient statements with electronic payment services
- STI ChartMaker Clinical Electronic EHR
- HL7 interfaces to other EHRs
- Hospital and Medical Center interfaces
- Billing Service & Revenue Cycle Management (RCM)



## The ChartMaker® Medical Suite consists of four unified modules with a phased implementation approach and affordable cost.

The ChartMaker® Medical Suite is a unified suite of products that can be installed modularly within your office. The ChartMaker® Medical Suite has been programmed with the latest technology for the future -- Microsoft SQL database and Microsoft's .Net framework for both client/server and web-based applications. This is the next generation in practice management software. A product for today and for the future. You can install any of the modules that you need today and feel assured that you will be able to expand your system with additional modules whenever you need them.

### ChartMaker® Practice Manager Module

ChartMaker® Practice Manager is an affordable and comprehensive practice management system that offers everything you need to computerize your office. The system is true Microsoft Windows® technology. Features include: Managed Care Reporting and Electronic Billing to all carriers including Medicare, Blue Shield, and Medicaid, as well as all commercial carriers with no monthly EDI charges.

### ChartMaker® Scheduler

ChartMaker® Scheduler is a module of the ChartMaker Medical Suite. You have the ability to schedule appointments separately for all of your providers and practices, for years in advance! The unique feature of the Appointment Scheduling Module is its combination of flexibility and rigidity. The system gives the physician or office manager tremendous flexibility in specifying not only when, but also how appointments are scheduled. Once this intelligence has been built into the system, even untrained operators can schedule appointments effectively and accurately.

### ChartMaker® Lite Module (Entry Point)

ChartMaker® Lite is an EMR for medical practices designed to meet ONC Meaningful Use requirements through the use of a Meaningful Use form, ePrescribing, and entry of key medical data. ChartMaker® Lite is designed to be installed in a phased implementation as the first step in moving a medical practice from a hand-written, manual chart system, to a legible, computerized, electronic medical chart. ChartMaker® Lite was designed to overcome physicians' objections to time consuming computer data entry of patient data into the medical chart. Instead, it focuses on EMR benefits and minimizes the amount of "hands on entry" required by the physician.

### ChartMaker® Clinical (per NPI Number)

ChartMaker® Clinical Module is an ONC Certified full-function Electronic Medical Record System. You can create and review patient charts on your computer. Immediate information displayed includes the current problem list, allergies, medications, and miscellaneous patient information, as well as the most current chart notes. You can easily select a template(s) and complete the evaluation. Notes can be entered either by pen or spoken directly into ChartMaker® and prescriptions can be written, or laboratory work monitored, through the system. You can quickly create any required correspondence to a referring physician, insurance plan, or patient, based upon the information found in the chart. STI provides and manages a web-based, centralized patient portal. The ChartMaker® Patient Portal is an online service that allows a patient to keep track of their personal medical information. It also allows practices to share and receive information easily with patients.



STI Computer Services, Inc - ChartMaker® Medical Suite – v. ChartMaker® 2018 Drummond Certification Number: 11122015-4410-8

# Revenue Cycle Management (RCM from STI) Option



Some practices do not want to do their own in house billing, and for practices like these STI offers an option for Revenue Cycle Management (RCM). With STI RCM we provide a personal Account Service Manager, superior billing knowledge, and FREE Cloud-Based ChartMaker® Practice Management and EMR Systems which can help any practice to be compliant with Medicare technology requirements and collect more revenue.

## What Services Do We Offer with the Basic RCM Package?

**Billing and Collections:** We provide assistance in billing and collecting of charges and other billing services that include:

- Insurance claim filing for primary and secondary claims
- Sending Electronic Patient bills
- Insurance collection procedure for unpaid charges
- Practice analysis and management reports
- Data retrieval via provided scanner (set-up & support included)
- Submission & verification of electronic insurance claims
- Editing of electronic insurance claim denials for re-submission
- Production & mailing of paper claims with necessary attachments (postage included)
- Processing of appeals to facilitate claim denials
- Production & mailing of secondary claims with EOBs attached (postage included)
- Production & review of electronic patient statements
- Coordination of patient account collection agency activity & phone hearings
- Posting and balancing of insurance payments
- Processing of patient & insurance refunds
- Processing of returned patients checks
- Working the aged accounts receivable report to follow-up on past due claims
- Processing of end-of-month functions in software
- Production of monthly financial reports for managerial review
- Production of specialty requested reports as needed
- Assistance with credentialing issues & fee schedule renegotiations
- Coding & pricing assistance (CPCs on staff)

**Free ChartMaker Software and Hosting:** ChartMaker Practice Management, eRx and Electronic Health Record, HIPAA-compliant software hosting by STI, initial software training, no charge for software support, no charge for off-site back-up, no charge for health portal fees or patient portal fees as long as your practice maintains a minimum of \$250,000 in billable annual revenue.

**Procedure Fee Review:** We will review your current billing fees and make recommendations on how you have these fees set based upon your geographic location, participating insurance carriers, and other standard fees from comparable practices.

**Code validation:** We use electronic code validation software as needed to review complex procedures and diagnoses information. If we discover that your practice is not billing appropriately based upon standard code validation information, we will review your coding for accuracy. We will personally notify you of ways to improve your coding based upon our code validation results. We also have the ability to compare your coding patterns against other comparable practices. We have certified professional coders on our staff.

**RCM Account Services Manager:** An STI Account Services Manager (ASM) is assigned to each practice. The ASM is responsible for conducting financial reviews with the practice to discuss improvement of the practice's monthly billing process. These reviews include relevant topics of concern to the practice such as MIPS, electronic prescribing, CPT coding changes, providing training for new staff, changes related to medical billing, and information technology issues from the federal government.

**Free Access to STI University:** We will provide you with the ASP Cloud version of ChartMaker Practice Management, eRx and Electronic Health Record Software. There is no charge for initial software training, software support, off-site back-up, health portal fees or patient portal fees, as long as your practice maintains a minimum of \$250,000 in billable annual revenue.

# STI INDEPENDENT SALES ORGANIZATION (ISO) AGREEMENT

This **STI INDEPENDENT SALES ORGANIZATION (ISO) AGREEMENT** (hereinafter referred to as the “Agreement”) is made between **STI Computer Services, Inc.**, with its principal place of business located at: Valley Forge Corporate Center, 2700 Van Buren Avenue, Eagleville, PA 19403 (hereinafter referred to as “STI”) and the **Independent Sales Organization**:

Name: \_\_\_\_\_,

Address: \_\_\_\_\_,

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_,

Email: \_\_\_\_\_,

(hereinafter referred to as the “ISO”) (collectively referred to hereinafter as the “Parties”).

## **BACKGROUND**

WHEREAS, STI provides products and services for use by medical clients such as medical centers, ambulatory surgical centers, and physicians as set forth in Schedule A attached hereto (hereinafter referred to as “STI Qualified Products”); and

WHEREAS, the ISO provides, or seeks to provide, sales and marketing services to medical clients as set forth in Schedule A attached hereto (hereinafter referred to as the “Medical Clients”) in the geographic area set forth in Schedule A attached hereto (hereinafter referred to as the “Sales Territory”); and

WHEREAS, the Parties seek to expand the use of STI Qualified Products through the execution of a marketing agreement whereby the ISO will identify and market STI Qualified Products to its current and future Medical Clients in the Sales Territory;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter set forth, the Parties mutually agree as follows:

## **TERMS**

1. The ISO shall identify and market STI Qualified Products on a non-exclusive basis to the ISO’s current and future Medical Clients in the Sales Territory as set forth in Schedule A attached hereto.
2. Upon a Medical Client in the Sales Territory: (1) executing an STI License or Revenue Cycle Management (RCM) Agreement with STI for an STI Qualified Product at the floor (minimum) price set by STI as a result of the ISO identifying or marketing the STI Qualified Product to the Medical Client; (2) passing a credit check by STI; and (3) making an initial payment or deposit to STI for the Qualified Product; (hereinafter referred to as a “Sale”) STI shall pay a commission to the ISO as set forth in Schedule A attached hereto (hereinafter referred to as “Commission Payments”).
3. Unless and until the ISO is approved by STI and this Agreement is fully executed by all Parties in accordance with the terms of this Agreement, the ISO will not be eligible for Commission Payments.
4. The ISO shall use its best efforts to locate and market STI Qualified Products to its current and future Medical Clients in the Sales Territory resulting in Sales of STI Qualified Products.
5. The ISO is hereby retained by STI as, and shall at all times be considered, an independent contractor. As an independent contractor, the ISO shall be solely responsible for payment of all applicable taxes arising from payments made by STI to the ISO. Neither the ISO nor any of the ISO’s employees, agents, or contractors shall be considered an employee of STI or be entitled to participate in any STI plans, arrangements, or distributions pertaining to any pension, stock, bonus, profit sharing, or similar benefits.
6. The ISO shall not make any representations, warranties, or commitments binding STI without STI’s prior written consent. The ISO shall not execute any agreement on behalf of STI or for any STI products or services, nor shall the ISO hold itself out as having such authority.
7. The ISO hereby warrants and represents that it is free to enter into this Agreement and that entering into this Agreement and performance of all obligations under this Agreement does not violate any agreement heretofore made by the ISO.
8. STI shall have the sole right to establish, alter, or amend the specifications, prices, delivery schedules, and discounts of any of its products or services, including STI Qualified Products. STI shall use reasonable efforts to give the ISO a minimum of thirty (30) days’ notice of any such changes to STI Qualified Products which STI in its sole discretion determines to be relevant to the ISO’s performance under the Agreement.
9. All orders for, or sales of, STI’s products and services, including STI Qualified Products, shall be subject to acceptance by STI and STI may reject any order or sale at any time for any or no reason.
10. The ISO shall submit to STI for review, and shall receive written approval from STI prior to using or distributing, any advertising or promotional material, press release, or the like, in which any trade name or trademark of STI is used.

# STI INDEPENDENT SALES ORGANIZATION (ISO) AGREEMENT

11. Term of Agreement. This Agreement shall become effective on the date that the Agreement is signed by the authorized representative(s) of all Parties as designated below (hereinafter referred to as the "Effective Date"). The term of the Agreement shall be for a period of twelve (12) months beginning on the Effective Date, or until the Agreement is terminated by either Party in accordance with Paragraph 12 below, whichever is shorter.
12. Termination. Either Party shall have the right, at any time, to terminate this Agreement, with or without cause, by giving the other Party thirty (30) days' written notice. If notice is so given, this Agreement shall terminate upon the expiration of the thirty (30) days, at which time the liability of the Parties hereunder for the further performance of the terms of the Agreement shall thereupon cease.
13. All sales or marketing materials provided by STI to the ISO shall remain the property of STI. At the end of the Agreement term, the ISO shall cease using any sales or marketing materials provided by STI and shall immediately return same to STI upon request. At the end of the Agreement term, the ISO shall cease using or distributing any advertising or promotional materials, press releases, or the like, in which any trade name or trademark of STI is used.
14. This Agreement may not be assigned, transferred, or sub-licensed by the ISO without STI's prior written consent. The ISO shall not subcontract any work without securing in advance the written approval of STI. This Agreement shall be considered an asset of both Parties.
15. This Agreement shall be deemed to be executed in the Commonwealth of Pennsylvania, and shall, in all respects, be construed, governed by, and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America, without regard to conflict of laws principles. The federal and state courts of Pennsylvania shall have exclusive jurisdiction over all claims and disputes, if any, arising under this Agreement.
16. All notices under this Agreement shall be made in writing and shall be deemed to have been duly given: when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices to STI shall be sent to Valley Forge Corporate Center, 2700 Van Buren Avenue, Eagleville, PA 19403. Notices to the ISO shall be sent to the address, email, or fax number listed in the preamble of the Agreement.
17. This Agreement may not be amended except in a writing signed by the authorized representatives of both Parties. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Party sought to be charged therewith. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it at a later time.
18. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the Parties, whether oral or written, relating to such subject matter.
19. The ISO shall comply with all federal, state, and local laws, ordinances, resolutions, statutes, and regulations.
20. The ISO shall indemnify and hold harmless STI, its directors, officers, employees, agents, representatives, consultants, contractors, stockholders, and affiliates from and against any and all loss, costs, penalties, fines, damages, expenses, liability, claims, demands, or requirements arising out of or resulting from any acts or omissions of the ISO or its agents, employees, or servants in connection with the ISO's performance under this Agreement, including but not limited to those imposed by federal or state law with regard to self-employed individuals arising from any payments made to the ISO under this Agreement.
21. If any portion or provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
22. Each signatory on behalf of a Party to this Agreement represents and warrants that he or she is a duly authorized representative of that Party, with full power and authority to enter into this Agreement and all terms herein on behalf of that Party, which Party shall be bound by such signature.
23. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date as defined above.

STI COMPUTER SERVICES, INC.

INDEPENDENT SALES ORGANIZATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Ted Itzkowitz

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE A

### **I. STI QUALIFIED PRODUCTS.**

The ISO will identify and market the following STI products and services:

- Practice Management and Appointment Scheduling systems for medical practice use available both for an in-house computer system and on the cloud.
- Electronic Health Record (EHR) systems and electronic prescribing for medical practice use available both for an in-house computer system and on the cloud.
- Revenue Cycle Management (medical billing services) for individual physician, medical practice, medical center, and ambulatory surgical center use available on the cloud.
- ChartMaker® GO, smartphone mobile charge capture, hospital rounds and billing for physicians who practice in a hospital or medical center environment.
- Anesthesia billing software for medical practice use available both for an in-house computer system and on the cloud.
- Ambulance billing software available both for an in-house computer system and on the cloud.

### **II. MEDICAL CLIENTS.**

The ISO will market STI Qualified Products on a non-exclusive basis to the following categories of medical clients:

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### **III. SALES TERRITORY.**

The ISO will market STI Qualified Products on a non-exclusive basis to Medical Clients in the following geographic areas or location(s):

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### **IV. COMMISSION PAYMENTS.**

For Sales by the ISO of STI Qualified Products to Medical Clients in the Sales Territory, as defined in Paragraph 2 of the Agreement, STI shall pay to the ISO commissions as follows:

First sale in a 12-month period	\$ 500.00
Second sale in a 12-month period	\$ 750.00
All additional sales in a 12-month period	\$1,000.00

In the event that the ISO does not meet the definition of a Sale in Paragraph 2 because STI has provided a discounted price (less than the floor (minimum) price set by STI) for the Qualified Product being purchased, but the purchase would otherwise meet the definition of a Sale, then a reduced commission may be negotiated on a per occurrence basis.

Commissions will be paid to the ISO within thirty (30) days following the end of the month in which the Sale, as defined in Paragraph 2 of the Agreement, is made.

### **V. SALES QUOTA.**

The target annual sales quota for the ISO is a minimum of six (6) sales per year. This sales quota is intended to outline the expectations of STI and shall not affect either Party's ability to terminate this Agreement with or without cause pursuant to Paragraph 12 of the Agreement.

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input 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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>	Social security number													
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <a href="#">How to get a TIN</a> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;">-</td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;">-</td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>					-			-					
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	or Employer identification number													
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
<b>Sign Here</b>	Date
Signature of U.S. person	

**General Instructions**

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

Future developments . Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9) .

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See [What is backup withholding?](#) on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See [What is FATCA reporting?](#) on page 2 for further information.