



## Broker Application Package

Thank you for your interest in becoming a broker partner with BCF Wholesale, hereinafter BCF Wholesale. BCF Wholesale is a DBA of Best Capital Funding (NMLS ID # 303222).

For convenience, the items in this package may be completed on your computer. Once this package is completed, including all required signatures and documentation, please email the entire package to [BrokerApproval@bcfwholesale.com](mailto:BrokerApproval@bcfwholesale.com). Please allow 48 hours approval (excluding weekends and holidays). For assistance or questions, please contact [BrokerApproval@bcfwholesale.com](mailto:BrokerApproval@bcfwholesale.com).

The broker application package is comprised of the items in the checklist below. Please complete and return all applicable items:

<input type="checkbox"/> Broker Application	<input type="checkbox"/> Broker Compensation Agreement
<input type="checkbox"/> Regulatory Compliance Certification	<input type="checkbox"/> Zero-Tolerance Fraud Policy
<input type="checkbox"/> Associate Communication & Undue Influence Policy	<input type="checkbox"/> Mortgage Broker Agreement
<input type="checkbox"/> Company Resolution (Not applicable for sole proprietors)	<input type="checkbox"/> Broker Portal Credential Request Form
<input type="checkbox"/> IRS Form W-9	<input type="checkbox"/> VA Sponsorship Form

In addition to the above items, the following supporting documentation is required, where applicable:

<input type="checkbox"/> Articles of Incorporation (Corporations or LLC's)	<input type="checkbox"/> Resume for Each Principal & Broker of Record
<input type="checkbox"/> Quality Control Plan / Policies & Procedures	<input type="checkbox"/> Current Unaudited Balance Sheet and P&L Statement
<input type="checkbox"/> List of All Loan Officers / Processors (name, email, phone #)	<input type="checkbox"/> E&O and Fidelity Bond Insurance Policy

All questions pertaining to this application should be directed to [BrokerApproval@bcfwholesale.com](mailto:BrokerApproval@bcfwholesale.com).

BCF Wholesale  
 A DBA of Best Capital Funding (NMLS ID # 303222)  
 21540 Plummer Street, Suite A  
 Chatsworth, CA 91311

Please send completed application in email to: [BrokerApproval@BCFwholesale.com](mailto:BrokerApproval@BCFwholesale.com)

Broker Application – Company Information

Your Account Executive (if known):

Broker Company Name:		Main Office Phone Number:		Main Office Email Address:	
Main Office Street Address:			City:		State:
Zip Code:			Tax ID Number:		Broker ID:
NMLS Number:		Years in Business:			
Licensed States:					
Entity Type:					
<input type="checkbox"/> Corporation		<input type="checkbox"/> LLC		<input type="checkbox"/> Partnership	
		<input type="checkbox"/> Sole Proprietorship			
State of Company Formation:			Date of Company Formation:		

Broker Application – Principal Officers

**Principal #1**

Full Name:		Title:	Ownership %:	Social Security Number:	Date of Birth:
Home Street Address:			City:		State:
					Zip Code:

**Principal #2**

Full Name:		Title:	Ownership %:	Social Security Number:	Date of Birth:
Home Street Address:			City:		State:
					Zip Code:

**Principal #3**

Full Name:		Title:	Ownership %:	Social Security Number:	Date of Birth:
Home Street Address:			City:		State:
					Zip Code:

**Principal #4**

Full Name:		Title:	Ownership %:	Social Security Number:	Date of Birth:
Home Street Address:			City:		State:
					Zip Code:

Broker Application – Declarations

Please answer the following questions by checking either the “No” or “Yes” box. All answers marked “Yes” require a detailed explanation to be included with your application package submission.

Within the last three years, has your organization, its owners, broker(s) of record, or any of its employees, had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority; been found in violation of any mortgage banking/broker federal or state regulatory authority’s statutes or regulations; or had an order entered against them by a federal or state mortgage banking/broker regulatory authority, or been denied, suspended, or had revoked a registration or license by a federal or state mortgage banking/broker regulatory authority?

No

Yes

Has your organization ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?

No

Yes

Is there any pending litigation against the owners of your organization or your organization itself?

No

Yes

Within the last 12 months, has your organization been asked to indemnify and / or repurchase any loan obligation?

No

Yes

Does your organization, its owners, its broker(s) of record, or its employees, have any affiliation or ownership interest in any ancillary, mortgage-related business? (Examples of ancillary businesses include: escrow company, closing attorney, title company, credit repair company, real estate appraisal company, home improvement company, construction company, real estate company, or tax preparation company)?

No

Yes

If the answer to the above question is “Yes”, please provide details below.

**Broker Application – Authorization to Release Information**

All principals and owners of 10% or more must complete this form and execute below (a separate copy for each signor is acceptable).

By signing below, the broker and each of the undersigned persons hereby authorize BCF Wholesale, a DBA of Best Capital Funding, its assignees, and its authorized agents, at their discretion, to obtain positive identification of information the broker provided in this broker application package, and to obtain credit reports, business references, and other information that is of concern to us. BCF Wholesale acknowledges that such reports and information will be obtained and used only in connection with BCF Wholesale's approval of the broker and not for any other consumer credit or other purposes.

Additionally, by signing below, as the principals and officers of the above listed company, you hereby attest that all information contained herein is true and correct. Additionally, you affirm that should any of the information contained herein change during the following year, you will notify BCF Wholesale within 30 days of such change.

Please duplicate this page, as needed, to accommodate all principals and officers.

Principal #1 Signature:	Date:
Principal #1 Printed Name:	Principal #1 Title:

Principal #2 Signature:	Date:
Principal #2 Printed Name:	Principal #2 Title:

Principal #3 Signature:	Date:
Principal #3 Printed Name:	Principal #3 Title:

Principal #4 Signature:	Date:
Principal #4 Printed Name:	Principal #4 Title:

Broker Application – Compensation Agreement Page 1

The effective date of this broker compensation agreement is entered into on this date:	Date:
By and between:	Broker Company Name (broker):
<p>and BCF Wholesale, a DBA of Best Capital Funding, and hereinafter collectively referred to as party or parties.</p> <p>BCF Wholesale complies with applicable laws and regulations, including, but not limited to, the originator compensation rules found in Regulation Z (12 CFR 226), implementing the Federal Truth in Lending Act (TILA). The broker certifies that it has written compensation plans for each of its loan originator employees and is compliant with all laws and regulations.</p> <p>For every loan transaction submitted to BCF Wholesale, the Broker must choose a compensation type of either borrower paid compensation or lender paid compensation, at the time of lock.</p> <p>When the compensation type is borrower paid compensation, the borrower must bring their own funds to cover this compensation, or seller concessions may be used on purchase transactions. The broker negotiates the compensation directly with the borrower and the amount may vary on each loan transaction. Under a borrower paid compensation transaction, the broker may lower its compensation or offer credits toward third party closing costs or cures. Borrower paid compensation may not exceed the amount the broker selects for lender paid compensation on this form.</p> <p>When the compensation type is lender paid compensation, the compensation is calculated at time of lock, based on the plan selected below.</p> <p>During the term of this agreement, when compensation is paid to broker by BCF Wholesale in connection with any mortgage loan, such compensation shall constitute broker's sole compensation with respect to such mortgage loan and broker shall not and will not accept any other or additional compensation of any form, from the borrower or any third party, with respect to such mortgage loan.</p> <p>Broker compensation limits: Whether the broker has chosen to be paid by either borrower paid compensation or lender paid compensation, broker agrees that broker compensation will not exceed the 2.750% loan cost limitations. Broker further agrees that broker compensation will not exceed any federal, state, and local high cost loan limitations.</p> <p>Payment to loan officers: Broker shall be solely responsible for the payment of compensation to its loan officers. Broker agrees that all compensation paid by broker to broker's loan officers must conform with all requirements of TILA, Regulation Z, and all applicable federal, state, and local laws and regulations.</p> <p>Anti-Steering Disclosure: In accordance with the amendments to Regulation Z (75 FR 58509; 09/24/10), which implements TILA, brokers may not steer borrowers in accepting a loan based solely on the fact that the loan originator / broker will receive greater compensation for such a loan, unless the transaction is in the borrower's interest. For each loan submitted by the broker to BCF Wholesale, whether the compensation source is borrower paid compensation or lender paid compensation, the broker must include an Anti-Steering Disclosure, which describes the options presented to the borrower for each type of loan in which the borrower expressed an interest. The Anti-Steering Disclosure must include the loan with the lowest interest rate, the loan with the lowest interest rate without negative features, and the loan with the lowest total dollar amount for origination points or fees, and discount points.</p>	

Broker Application – Compensation Agreement Page 2

Step 1: Lender Paid Compensation (LPC)

<p>Your lender paid compensation amount will be determined by the percentage entered in the field to the right, multiplied by the note loan amount. Choose a percentage between 0.750% through 2.750%, in increments of .125, PLUS a flat fee amount per loan as selected below: <i>If flat fee is not indicated, Broker flat fee will default to ZERO (\$0.00).</i></p>	<p><b>Lender Paid Compensation:</b></p>
--	---

<p>Select option for additional <u>Flat Fee</u> paid to broker:</p>	<p><input type="checkbox"/> \$500.00 (this flat fee is not available if LPC is <math>\geq</math> 2.625%)</p>	<p><input type="checkbox"/> \$750.00 (this flat fee is not available if LPC is <math>\geq</math> 2.500%)</p>	<p><input type="checkbox"/> \$1,000.00 (this flat fee is not available if LPC is <math>\geq</math> 2.375%)</p>
---	--	--	--

Step 2: Minimum/Maximum Compensation

<p><b>Minimum Compensation:</b> (Select One)</p>	<p><b>Maximum Compensation:</b> (Select One)</p>	<p><b>No Minimum or Maximum:</b></p>
<p><input type="checkbox"/> \$0.00  <input type="checkbox"/> \$500.00  <input type="checkbox"/> \$1,000.00  <input type="checkbox"/> \$2,000.00  <input type="checkbox"/> \$3,000.00  <input type="checkbox"/> \$4,000.00  <input type="checkbox"/> \$5,000.00  <input type="checkbox"/> \$6,000.00  <input type="checkbox"/> \$</p>	<p><input type="checkbox"/> \$5,000.00  <input type="checkbox"/> \$6,000.00  <input type="checkbox"/> \$7,500.00  <input type="checkbox"/> \$8,750.00  <input type="checkbox"/> \$10,000.00  <input type="checkbox"/> \$12,500.00  <input type="checkbox"/> \$15,000.00  <input type="checkbox"/> \$</p>	<p><input type="checkbox"/> No Minimum or Maximum</p>

I am a principal or officer of the company and I am authorized to select the lender paid compensation percentage. I have reviewed and agreed to the terms and conditions above, and will comply with those terms and conditions, as well as the provisions of Regulation Z (12 CFR226) and its commentary.

<p>Broker Company Principal / Officer Signature:</p>	<p>Date:</p>
<p>Broker Company Principal / Officer Printed Name:</p>	<p>Broker Company Principal / Officer Title:</p>



## Broker Application Package

### Regulatory Compliance Certification

Broker Company Name:

With the passing and implementation of the Dodd-Frank Act, the Consumer Financial Protection Bureau has become the Federal Regulator for all non-bank mortgage loan originators, including all non-bank related mortgage brokers and individual mortgage loan originators; this is in addition to the various state agencies that also regulate the business conducted by all mortgage brokers and lenders. The CFPB expects any company that solicits and originates mortgage loans to have a robust and effective regulatory compliance program. An effective compliance program begins with a fundamental understanding of each regulation that applies to your business, followed by procedures sufficient to ensure compliance with these regulations.

In addition to CFPB regulations, mortgage brokers are also subject to the Bank Secrecy Act/Anti-Money Laundering Legislation. BSA regulations are issued by the Financial Crimes Enforcement Network (FinCEN) and enforced by the IRS. To comply with the BSA, your company must have procedures in place to detect certain fraudulent, criminal, or suspicious activity and file Suspicious Activity Reports as warranted by the regulation.

As part of the requirements placed upon us by the CFPB and the various agencies, BCF Wholesale, a dba of Best Capital Funding, is required to verify that our third-party originators understand that they are responsible for their own regulatory compliance and that each broker maintains policies and procedures sufficient to ensure compliance with these regulations and our mortgage broker agreement.

By signing below, you affirm that your company has consulted with your own compliance team and / or legal counsel, and has fully complied with all of the following:

Your company has complied with all Federal, State, and local laws and regulations applicable to loans originated by the broker, as well as all provisions of the broker agreement. Your company understands it is responsible for developing and maintaining comprehensive policies & procedures in relation to all such regulations and is responsible for all compliance therewith.

All owners and employees are checked against all applicable exclusionary lists, specifically SAM, OFAC, FMEL, FHFA, LDP/GSA, and any other investor exclusionary list, and that no persons appearing on any such exclusionary list are employed by or involved in any activities of the company.

Your company has implemented and will maintain a satisfactory anti-money laundering ("AML") program, required by 31 CFR Parts 1010 and 1029.

Your company understands that it will generally be held responsible for the actions of the companies with which they contract and are required to maintain an effective process for managing these relationships. By signing below, your company certifies it maintains a comprehensive vendor management program for conducting thorough due diligence and monitoring the compliance policies and procedures for any vendors used. Your company further understands that it is liable for the actions of its vendors in light of any service provided in relation to a loan brokered to BCF Wholesale.

Your company does not engage in any unfair or deceptive acts and practices, and that all advertising and marketing materials used or published by your company comply with all of the above listed regulations. Additionally, your Company in no way advertises an unauthorized affiliation with Best Capital Funding, BCF Wholesale, or any government agency or entity, including but not limited to HUD, VA, USDA or Fannie Mae/Freddie Mac.

Your company will ensure that the above certifications remain true and accurate for so long as company has any dealings with BCF Wholesale and will promptly notify BCF Wholesale in the event any of the above certifications cease to be true and accurate at any time. Your company will make any information or documentation regarding any of the matters listed above available to BCF Wholesale, upon request.

Broker Company Principal / Officer Signature:

Date:

Broker Company Principal / Officer Printed Name:

Broker Company Principal / Officer Title:



## Broker Application Package

### Zero-Tolerance Fraud Policy

BCF Wholesale, a DBA of Best Capital Funding, maintains a zero-tolerance stance against any form of fraud perpetrated in the origination, processing, and closing of mortgage loans. This includes, but is not limited to, the fraudulent submission of loan applications, falsification of loan documentation purporting to substantiate employment, credit, assets, and/or deposits including identity, ownership and/or non-ownership of real property. All mortgage brokers and principals should be advised the licensed broker bears full responsibility for all actions performed in the course of business by their employees, agents, or licensees. The undersigned mortgage brokers and principals understand and agree they will be held fully responsible for the content, quality, and accuracy of each loan application and all supporting documentation submitted to BCF Wholesale by their employees, agents, and licensees.

Common types of loan fraud include submission of inaccurate information, forgery, incorrect statements of occupancy, lack of due diligence, unquestioned acceptance of information & documentation, simultaneous processing of multiple owner-occupied loans, allowing an applicant or interested third party to assist with the processing of the loan, non-disclosure of relevant information.

The effect of loan fraud is costly to all parties involved. BCF Wholesale stands behind the quality of our loan production and our solid reputation with investors and the regulatory community. Fraudulent loans cannot be sold into the secondary market and, if sold, are subject to repurchase. The price paid by those who choose to participate in loan fraud is even more costly. Consequences of loan fraud include criminal prosecution, loss of professional licenses, loss of investor access, civil action by BCF Wholesale, civil action by the applicant / borrower or other parties to the transaction, loss of approval status with BCF Wholesale.

Consequences to the borrower include acceleration of debt, criminal prosecution, civil action by BCF Wholesale, civil action by other parties involved in the transaction, adverse effect on credit history.

By signing below, you acknowledge receipt and understanding of BCF Wholesale's Zero-Tolerance Fraud Policy and the ramifications of non-compliance. In addition, by your execution, you expressly agree this agreement shall be governed by the laws of the State of California, and the venue in any action arising hereunder shall at all times be necessary and proper in Los Angeles County, California.

Broker Company Principal / Officer Signature:	Date:
Broker Company Principal / Officer Printed Name:	Broker Company Principal / Officer Title:



## Associate Communication and Undue Influence Policy

Customer service is one of the core values embraced by the team at BCF Wholesale, and as part of our efforts to provide our broker partners a quality of service that exceeds industry norms, we often allow our brokers direct, unfettered access to our production team. This approach removes the middle man and allows the broker to deal directly with the associate that is handling their loan.

We encourage honest, ethical exchanges with our associates with the goal of ensuring the proper decision is made for each loan file. While we are happy to offer this access to our broker partners, please keep in mind that this access to our associates is a privilege, not a right. Any attempt by the broker or any of their associates to coerce, extort, or otherwise unduly influence the decisions or actions of any BCF Wholesale associate will be cause for immediate termination of the broker agreement, at the sole discretion of BCF Wholesale.

BCF Wholesale will not tolerate any form of hostile communication with any of our associates. Any communication that can be deemed as hostile or harassing is strictly prohibited and is also cause for immediate termination of the broker agreement, at the sole discretion of BCF Wholesale.

By signing below, you acknowledge receipt and understanding of BCF Wholesale's Associate Communication and Undue Influence Policy and the ramifications of non-compliance. You understand that your company is 100% liable for the acts of your own employees and affiliates, and any form non-compliance will not be tolerated.

Broker Company Principal / Officer Signature:	Date:
Broker Company Principal / Officer Printed Name:	Broker Company Principal / Officer Title:

**Company Resolution**

The undersigned (choose one):  Corporate Secretary  Managing Member  General Partner

Of: Broker Company Name (broker):

Which is a (choose one):  Corporation  LLC  General Partnership  Limited Partnership

Organized under the laws of the state of: State of Formation:

Hereby certifies that on: Date of Meeting:

The (choose one):  Board of Directors  Managers  Partners

Of the broker adopted or approved the following resolution:

Broker is authorized to enter into the mortgage broker agreement with BCF Wholesale, a dba of Best Capital Funding, and will comply with the terms contained in the agreement and its supporting addenda.

The following officers, members, or partners ("authorized officers") of the broker, as applicable, are authorized to execute on behalf of the broker the broker agreement, the broker compensation addendum, the regulatory compliance certification, the application, and all other necessary documentation required in connection with the broker agreement:

Authorized Officer #1 Printed Name: Authorized Officer #1 Title:

Authorized Officer #2 Printed Name: Authorized Officer #2 Title:

Broker Company Principal / Officer Signature: Date:

Broker Company Principal / Officer Printed Name: Broker Company Principal / Officer Title:

### Mortgage Broker Agreement – Page 1

The effective date of this broker compensation agreement is entered into on this date:	Date:
By and between:	Broker Company Name (broker):
<p>and BCF Wholesale, a dba of Best Capital Funding, and hereinafter collectively referred to as party or parties.</p> <p>BCF Wholesale is in the business of originating, processing, funding, closing, and servicing loans secured by residential real estate. Broker is a mortgage loan broker and desires to refer loans to BCF Wholesale from time to time for consideration by BCF Wholesale for funding. BCF Wholesale and broker (“party or parties”) wish to establish a nonexclusive relationship whereby broker submits loan packages (“loan” or “loans”) to BCF Wholesale on behalf of broker’s clients (“borrower” or “borrowers”) for possible funding. In consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the parties agree as follows:</p> <p><b>Loan submission and approval:</b> Subject to the terms, conditions and limitations contained in this agreement, broker agrees to submit, and lender agrees to review loans. Broker acknowledges and agrees that the decision to make or not make any loan is made exclusively by lender in its sole and absolute discretion. Broker shall not represent that lender has approved or will approve any loan until broker is so informed by lender in writing. All loans shall close in lender’s name. Lender is under no obligation to accept any minimum number of percentage of loans, or any loans at all. Lender reserves the right to decline any loan application or credit request that Lender deems, in its sole and absolute discretion, as “predatory” or as not having any reasonable benefit to the borrower.</p> <p><b>Status of broker:</b> Nothing in this agreement shall be construed as making broker an agent, employee, representative, joint venture, or partner of lender. Broker will not hold itself out as such, nor will it use lender’s name in any advertising or solicitation without lender’s prior written consent. Broker shall be deemed to be acting as an independent contractor, agent, and representative of the loan applicant, and not that of the lender. During the term of this agreement, broker is responsible for, and shall pay in full, all costs and expenses directly or indirectly incurred by broker in performing under this agreement. Broker will not in any way represent or imply to any borrower that broker is in any way affiliated with or connected to lender, including any representation that broker’s office is an office or branch of lender, or that broker has any power or authority to bind lender in any manner whatsoever. No statement or representation of broker shall be published by an authorized employee of lender.</p> <p><b>Compensation to broker:</b> Lender complies with the Final Rule of the Truth-in-Lending Act whereby a broker (loan originator) may only be paid from one source, by the consumer (borrower) or by the lender. If the broker received compensation directly from the consumer (borrower) in a borrower paid transaction, then the broker (loan originator) cannot receive compensation from the lender in connection with the transaction. If broker opts for lender paid compensation, lender agrees to compensate broker based upon the amount selected by broker in the broker compensation agreement executed by broker, and in effect and on file with lender at the time the loan is submitted. Broker waives and relinquishes all claims against lender for professional services rendered by the broker to the borrower.</p> <p><b>Broker’s representations and warranties:</b> Broker represents and warrants to lender, which representations and warranties shall be deemed to be made as of the date of this agreement, as of the time any loan package is submitted to lender, and as of the date the loan is funded by lender, the following applies:</p> <p><b>Accuracy of loan information:</b> None of the statements or information contained in any loan package are false, or omits material facts necessary to make such statements or information complete, accurate, and understandable.</p> <p><b>Absence of claims:</b> Except as previously disclosed by broker to lender in writing, there are no pending or threatened suits, actions, arbitrations, or legal, administrative, or other proceedings, or governmental investigations (including allegations of fraud by another lender) against broker’s business, assets, financial condition, or reputation.</p> <p><b>Duly licensed:</b> Broker is qualified to do business and possesses all necessary registration, licenses, and permits from all applicable local, state, and federal authorities, where such licensing is required, to engage in the activities contemplated by this agreement. Broker will maintain these licenses, permits and/or registrations in full force and effect during the term of this agreement. Broker agrees to notify lender in writing in the event any notification of suspension, revocation, expiration, or other termination of license or registration. Broker further represents all of broker’s loan officers are approved by the National Mortgage Licensing System (NMLS).</p> <p><b>Ownership:</b> Except as otherwise disclosed to lender in writing before the funding of any loan, broker, its service corporations, and other affiliated entities, have no direct or indirect ownership interest in any property acting as security for a loan, or in the loan proceeds themselves.</p>	

### Mortgage Broker Agreement – Page 2

**Compliance with laws:** Broker, its employees, and its agents shall comply with all state and federal laws, rules, and regulations which apply to broker, including without limitation, the Real Estate Settlement and Procedures Act (RESPA), the Truth-In-Lending Act (TILA), the Equal Credit Opportunity Act (ECOA), and the Fair Credit Reporting Act (FCRA).

**Right to submit a loan package:** Broker has the exclusive right and authority to submit on behalf of each borrower each loan to lender, and such right to submit is not subject to any other person's or entity's interest, or to an agreement with any other person or entity.

**Loan application process:** Broker will interview each loan applicant to complete all necessary application forms and related documents, and to acquaint the borrower with the contents of such documents and borrower's rights and responsibilities hereunder. Broker will obtain from each borrower, and deliver to lender, a completed loan package consisting of the completed loan, credit, and other applications. No person or entity, other than broker, its agents, and its employees are involved in the taking or processing of each loan.

**Appraisals and credit reports:** In accordance with 12 C.F.R. 323.5(b), broker is authorized to, and on behalf of lender, shall obtain and furnish lender with an accurate appraisal for each loan, which appraisal shall be performed by: (a) a national appraisal company from lender's approved appraisal management company (AMC), (b) the holder of a valid license or certification for the applicable loan type from the applicable state authority with oversight over appraiser's activities in compliance with the requirements for the Federal Reserve Board's Regulation Y, 12 C.F.R. Part 224, (c) having no interest, direct or indirect, in the real property subject to the appraisal, (d) not entitle to receive compensation which is affected by the approval or declination of the applicable loan and (e) covered by professional liability insurance in form and substance acceptable to lender. The cost of all appraisals submitted in connection with any loan shall be borne by broker and borrower, and lender shall have no responsibility for such costs. At the request of lender, broker shall submit evidence an appraiser is licensed, certified and has errors and omissions insurance. All credit reports submitted in connection with the loans must be prepared by a credit bureau approved in writing by lender. The cost of all credit reports submitted in connection with any loan shall be borne by broker and borrower, and lender shall have no responsibility for such costs. All credit reports must be factual and not contrived.

**Capacity to enter agreement:** Broker has all licenses necessary to conduct its business as it is now being conducted, is licensed or exempt from licensing, qualified to transact business, and is in good standing in the state in which the property to be encumbered in connection with the loan(s) is located. Broker has the power and authority to own its assets and to carry on its business as it now being conducted, and is in compliance with all applicable laws governing the business of mortgage brokering. If broker is a corporation, it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized. If broker is a sole proprietor or partnership, broker is validly registered to do business under the name set forth in this agreement.

**Non-Solicitation agreement:** Notwithstanding anything in this agreement to the contrary, broker shall not, within six (6) months of the funding of a loan, on behalf of itself or any party, solicit or otherwise conduct business with any borrower whose mortgage loan closes pursuant to this agreement for any transaction relating to the mortgage loan or any other loan, whether held by lender or not, which is also secured by the premises securing the mortgage loan and while lender, including its subsidiaries, affiliates, and assignees holds or services the mortgage loan, unless it obtains the express written consent of Lender. In the event lender pays a premium to broker on a loan and the loan is pre-paid by the borrower (mortgagor), whether voluntary or involuntary, within 180 days from the funding date, the broker is required to refund the entire premium. Should the loan be refinanced within 180 days from funding, lender will be entitled to a premium recapture from broker. If the loan is refinanced within the 180 days from funding and broker subsequently sends the loan back to lender, then lender will voluntarily waive invoicing broker for the premium recapture. However, if the loan is refinanced, per above (within the 180 days from funding) and broker subsequently sends the loan elsewhere, then broker will owe lender and lender will be entitled to invoicing broker for the premium recapture, which will be immediately due and payable. Broker shall pay lender within thirty (30) days from notification by lender the aforementioned rebate, if any.

**Lender's representations and warranties:** Lender hereby represents and warrants to broker that lender is a corporation, duly organized, validly existing and in good standing, and has all licenses necessary to conduct business as it is now being conducted, and is licensed and qualified to transact business and is in good standing in the states in which the property to be encumbered in connection with the loans is located. Lender has the power and authority to own its assets and carry on this business as it is now being conducted and is in compliance with all applicable laws governing the business of mortgage lending.

### Mortgage Broker Agreement – Page 3

**Event of default and remedies:** Broker shall be in default under this agreement upon the occurrence of any one or more of the following events or conditions: (a) Broker fails to pay when due any amounts owed to lender hereunder, (b) any representation, warranty or covenant made by or on behalf of broker in this agreement is false or incorrect in any material respect when made or furnished, (c) a material adverse change occurs in the financial or operating conditions of broker, or broker fails to meet any capital or other financial standards imposed by any applicable regulatory authority, (d) Broker misrepresents or misleads any applicant or any other person about obligations of lender under this agreement, misrepresents the relationship between lender and broker, engages in, aids or enables another in fraudulent or deceptive practices, or breaches its contractual duties in conducting its responsibilities in connection with this agreement, including but not limited to participation or encouragement by broker in providing false or misleading information or documentation to lender in connection with application, appraisal report, credit report or other loan documentation, (e) Broker makes any attempt to unduly influence any BCF Wholesale associate in an effort to change or alter any decision or element related to any transaction or to violate this agreement or any policy set forth by BCF Wholesale, (f) Broker terminates its existence, dissolves or files a petition in bankruptcy, or a court, agency or supervisory authority appoints a conservator, receiver or custodian for the benefit or creditors for broker, or any of its subsidiaries that is not dismissed within sixty (60) days of its filing, (g) any broker's licenses, permits or approvals are revoked, suspended, cancelled, surrendered or not renewed, (h) Broker violates any federal, state or local law, rule or regulation or violates any industry standards or, (i) Broker fails to perform or to observe any other obligation, covenant or agreement set forth in this agreement, which failure is not cured within thirty (30) days after notice by lender.

**Upon the occurrence of an event of default or Early Payoff:** Lender may, in its discretion, undertake one or more of the following remedies: (a) terminate this agreement, (b) upon a default based on a representation, warranty or covenant set forth require broker to purchase such mortgage loan from lender within thirty (30) days at a price equal to the sum of (I) the unpaid principal balance of the mortgage loan (II) all interest accrued and owing through the date of purchase, (III) all advances made under the mortgage loan or note and/or mortgage deed of trust (security instrument), including without limitation taxes and insurance, (IV) all expenses of collection on the mortgage loan, including without limitation, attorney's fees and costs of foreclosure, and (V) any compensation paid by lender to broker with respect to such mortgage loan, and (c) exercise all rights available at law or in equity. All remedies shall be cumulative, not alternative, and the exercise of one or more remedies shall not preclude the exercise of one or more of the others.

**Upon the occurrence of an Early Pay Off (EPO):** Early Pay Off is defined as loan paying off in full in 150 days or less as measured from Funding date to loan pay off date. If within the first 60 days, Lender is entitled to recoupment of 100% of premium pricing paid on the loan. If between 61 and 150 days the penalty will equal a flat fee of 175 basis points.

**Termination of agreement:** This agreement is unlimited in its duration but may be terminated at any time by either lender or broker. Such termination shall be effective upon receipt of written notice of termination, but in no event later than five (5) business days following the issuance of written notice. The obligations of the parties with respect to loans that have been submitted with lender prior to the receipt of such written notice of termination shall survive the termination of this agreement. Lender may terminate this agreement effective immediately without notice to broker in the event of a breach by broker, its agents, its employees, of any broker obligations, representations or warranties contained in this agreement.

**Governing law and arbitration:** This agreement is governed by and shall be construed in accordance with the laws of the State of California. Any dispute involving the enforcement or interpretation of this agreement shall be decided by binding arbitration in accordance with the then current Commercial Rules of the American Arbitration Association (AAA) administered from the office of the AAA servings Los Angeles County, California. Without waiving the requirement to arbitrate, if either party deems it necessary to seek provisional relief or to compel arbitration or to confirm an award, the venue and forum for such action shall be the Superior Court of the State of California for the County of Los Angeles, to which the parties consent jurisdiction.

**Right to offset:** Notwithstanding anything contained in this agreement to the contrary, lender has the right to set off against all compensation and other payments due payable to broker under this agreement, the amount of any damages, liabilities, losses, costs, and/or expenses (including attorney's fees and court, and/or arbitration costs), suffered, or incurred by lender by reason of any breach or default by broker and/or the agents or employees of broker in the performance of any broker's duties or obligations under this agreement.

**Notices:** All notices required hereunder shall be in writing and are deemed given, made, and received on (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission ; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return service requested, at the addressees appearing below:

To Lender:  
BCF Wholesale  
21540 Plummer Street, Suite A  
Chatsworth, CA 91311

To Broker:

### Mortgage Broker Agreement – Page 4

**Attorney fees:** If any legal action or other proceeding is brought to enforce this agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the prevailing party or parties are entitled to reasonable attorney's fees and other costs incurred in that action

**Assignment:** Broker may not assign its rights or obligations under this agreement without the prior written consent of lender.

**Further assurances:** Each party shall perform such further acts and execute and deliver such further documents that may be reasonably necessary to carry out the provisions of this agreement.

**Records:** At all times during the term of this agreement, broker shall maintain access to all loan files, whether paper or digital files, on-site, as required by state and federal laws. Broker shall maintain a complete set of files and records of all business, activities and operations, conducted by broker as required by state and federal lending guidelines and in accordance with lender's loan policies and procedures. At all times during the term of this agreement and at all times following the expiration of termination of this agreement, lender its regulators, internal auditors, independent auditors, and its duly authorized agents, representatives or employees have the right to audit, inspect and copy any of the foregoing records, reports, and related materials of broker.

**Trade secrets:** (a) For the purpose of this agreement, the "trade secrets" means all concepts or ideas related to the business of both parties, including, without limitation, either party's techniques for the solicitations, origination, and underwriting of loans. "Confidential" or "propriety information" means all material contained or encompassed in each party's custom files, loan files, computer printouts, underwriting and/or collection manuals, plans and proposals, including marketing and sales plans, financial information, costs, pricing information, and customer lists. (b) Broker acknowledges that the performance of broker's duties under this Agreement will result in the disclosure to broker of certain trade secrets, confidential and proprietary information. Broker agrees to treat and preserve as confidential all of lender's trade secrets. Broker further agrees that neither broker nor any employee, agent, or vendor of broker shall willfully use for broker's own behalf or purpose, or willfully disclose to others, either during the term of this agreement or thereafter, any trade secret, confidential and proprietary information connected with business or development of lender without prior written consent from lender. The obligations of broker under this paragraph shall survive the termination of this agreement.

**No third-party rights:** This agreement is made and entered into for the express benefit of broker and lender, and not for the benefit or interest of any other person or entity. Accordingly, no third-party shall obtain or acquire any rights or interests in the agreement or by reason of the performance or failure of the performance of either party hereto of their respective rights, privileges, duties, and obligations arising hereunder. Lender, their successors and assigns, are expressly made third party beneficiaries of this agreement with direct right of action under it.

**Effect of termination:** Termination of this agreement, for whatever reason, shall not relieve either of the parties hereto from any liability or obligation to the other party by reason of any breach of default theretofore occurring, whether it's discovered at the time of termination, or otherwise.

**Conformance to law:** This agreement and the provisions relating to compensation shall, without prior written notice, be automatically modified to confirm with any law or governmental regulation having application to or jurisdiction over the subject matter of the parties hereto.

**Non-Exclusive relationship:** In its sole discretion, lender may use other loan brokers, and broker may submit loan applications to lender and brokers other than lender. Nothing contained herein shall be construed as granting broker any exclusive right, whether with respect to time, territory or subject matter.

**Entire agreement; amendments:** This agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings whether written or oral. No supplement, modification or amendment of this agreement is binding unless executed in writing by both parties. In the event a court of competent and final jurisdiction shall hold any provisions of this agreement invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this agreement.

**Advertising:** Broker agrees that lender may deliver to broker, from time to time, advertising material or announcements concerning lender's business by facsimile, electronic mail or any other acceptable medium.

**Recertification:** The broker must complete a recertification each year. This recertification by lender will determine if broker may continue to participate in lender's program.



## Broker Application Package

### Mortgage Broker Agreement – Page 5

**In witness whereof, the parties hereto cause this agreement to be executed by their duly authorized representatives as of the date set forth on the first page of this mortgage broker agreement.**

Broker Company Name:	
Broker Company Principal / Officer Signature:	Date:
Broker Company Principal / Officer Printed Name:	Broker Company Principal / Officer Title:

BCF Wholesale Authorized Officer:	Date:
BCF Wholesale Authorized Officer Printed Name:	BCF Wholesale Authorized Officer Title:

Broker Portal Credential Request Form

The broker portal uses two-factor authentication for login. This requires that every user provide their own cell phone number where they can receive a text that contains the two-factor authentication code that is necessary for login.

Check "Yes" in the "Can View All Loans" field to allow a user to view all loans in your company's pipeline, check "No" to allow that user to view only loans they are assigned to.

Duplicate this form as necessary to request additional broker portal credentials for users in your company.

Broker Company Name:	Broker Company NMLS ID #:	Broker Office Phone Number:
----------------------	---------------------------	-----------------------------

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No

User Full Name:	User Email Address:	User Cell Phone Number:
User Role: <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor	NMLS ID #:	Can view all loans: <input type="checkbox"/> Yes <input type="checkbox"/> No





## Broker Application Package

### VA Sponsorship Form

For Brokers wanting to fund VA loans with BCF Wholesale, please complete this form and submit to Broker Approval with a check for \$100.00 made payable to the Department of Veterans Affairs.

Company Name:	DBA (if Applicable):	Tax ID:	
Address:	City:	State:	Zip Code:
Broker of Record:	Broker NMLS ID#:	Company NMLS ID#:	
Contact Email:	Contact Phone Number:		
BCF Wholesale Account Executive:	Projected Yearly VA Loan Fundings:		

Agent's functions include all of the following but are not limited to: Taking the loan application, ordering credit, verifying employment, and submitting the loan package to the mortgage lender.

Send the completed form and check to:

Best Capital Funding  
 Attn: Wholesale Broker Approval  
 300 Parker Square, Suite 250  
 Flower Mound, TX 75028

**Note: Check must be payable to the Department of Veteran Affairs**

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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><b>4</b> 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 style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## 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](http://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-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, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from 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*, later, for further information.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

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

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

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

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

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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