



250 East Baker Street Suite 200
Costa Mesa, CA 92626
(866)226-2205
NMLS#243082

Business Purpose Broker Application

Application Information

Account Executive	
Applying to	FlexPoint Inc. dba Brokers First Funding
Channel Name	Business Purpose Broker – Business Purpose Loans ONLY

Company Information

Broker Legal Name	
List of DBA's	
Date of Incorporation	
Corporate Address	
List of Branches and Locations	

Volume (current and prior year)	Year	Units	Dollar Amount

Ownership and Contacts

Owner Name	Percentage of Ownership

Contact Name	Email	Phone	Title



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By signing below, I grant FlexPoint Inc dba Brokers First Funding (“FlexPoint/BFF”) permission to acquire and/or confirm details, including obtaining a credit report for the company and its executive officers and/or owners, from any available source. FlexPoint/BFF is also permitted to submit the company’s name and the names of all its employees for evaluation through any mortgage industry background screening database, including but not limited to the MIDEA database managed by the Mortgage Asset Research Institute (MARI). I, the undersigned, hereby release, absolve, and exempt any individual or organization providing information to FlexPoint/BFF in relation to this application to become an approved Broker, as well as any recipient of such information, including FlexPoint/BFF or its agents, from any and all liability of any type or nature stemming from or related to the provision, receipt, or assessment of such information.

Company Name	
Company Address	
Tax Identity Number	

Principal/Owner #1	
Social Security Number	
Address	
Phone Number	
Date of Birth	
Ownership Percentage	
Signature	
Date	



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Principal/Owner #2	
Social Security Number	
Address	
Phone Number	
Date of Birth	
Ownership Percentage	
Signature	
Date	

Principal/Owner #3	
Social Security Number	
Address	
Phone Number	
Date of Birth	
Ownership Percentage	
Signature	
Date	



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Business Purpose Mortgage Broker Agreement

THIS AGREEMENT (the "Agreement") is entered into on this day by FlexPoint Inc dba Brokers First Funding, located at 250 Baker St. Suite 200, Costa Mesa, CA 92626 ("Company"), and [Broker Legal Name], a [Broker Entity Type], located at [Broker Address (Street, City, State, Zip)] ("Broker"). WHEREAS Broker engages in the solicitation of Business Purpose mortgage loans, provides potential borrowers with details regarding costs, features, and requirements of Business Purpose mortgage loan programs, accepts applications for such loans, and processes these applications; AND WHEREAS Company is engaged in providing Business Purpose mortgage loans; NOW THEREFORE, in exchange for the mutual commitments outlined herein and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Section One – Definitions

For the purposes of this Agreement, the following terms are defined as:

- **Applicable Law:** All federal, state, and local statutes, ordinances, and regulations relevant to Business Purpose mortgage brokering, lending, and servicing in the areas where the Subject Property is located.
- **Application:** A completed Business Purpose mortgage loan application received from one or more applicants by Broker, fully executed by each applicant, endorsed by a Broker Representative, and delivered to Company.
- **Funding Date:** The date on which Company releases the funds for a specific Mortgage Loan.
- **Interest Rate Lock Commitment:** A written statement from Company to loan applicants specifying the interest rate and certain terms for a loan, subject to conditions such as underwriting and approval by Company, and including an expiration date after which it becomes void.
- **Mortgage Loan:** A loan (i) secured by Business Purpose real property not occupied by the borrower or their family, (ii) financed by Company, and (iii) initiated by Broker.
- **Mortgage Originator:** An individual who interacts with prospective borrowers by discussing loan terms, explaining available programs, or aiding with application completion.
- **Notice Address:** The contact details provided herein for receiving Agreement-related notices.
- **Officer:** Refers to a person's Chief Executive Officer, President, Vice President, Secretary, Treasurer, Controller, Assistant Treasurer, Assistant Secretary, or any authorized individual empowered to act on their behalf regarding this Agreement.
- **Originated by Broker:** A loan is considered originated by Broker if a Broker Representative signs the application.
- **Purchase Remedy Mortgage Loan:** A Mortgage Loan deemed by Company, based on reasonable assessment, to involve fraud, misrepresentation, material omission, or lack of proper licensing under Applicable Law by Broker, a Mortgage Originator, or Representative.
- **Representative:** Any stockholder, member, owner, officer, employee, contractor, consultant, agent, or individual presenting themselves as such on behalf of Broker.
- **Subject Property:** The real estate offered in an Application as security for the proposed Mortgage Loan.

Section Two – Duties and Services of Broker

1. Broker shall seek Applications for Company's Available Loan Programs (defined in Section Three), limited to business-purpose loans only, and shall not pursue consumer loan applications.



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2. Broker will inform prospective borrowers about the terms and costs of Company's Available Loan Programs.
3. Broker will periodically accept Applications for Available Loan Programs in its own name, signed by applicants and a Broker Representative, restricted to business-purpose loans only.
4. Broker will submit Applications via Company's online portal and secure submission acknowledgment.
5. Per Company policies, Broker will gather and provide documentation and data on prospective borrowers' creditworthiness to Company.
6. When applicable, Broker will relay applicants' interest rate lock requests to Company and deliver Company-issued Interest Rate Lock Commitments to applicants.
7. Broker will update applicants on their Application status.
8. At Company's request, Broker will obtain further information or perform actions to support Application underwriting and Mortgage Loan closing.
9. Appraisals. Mortgage Broker shall order its appraisals as assigned through Lender's approved Appraisal Management Companies pursuant to the instructions listed on Lender's website (or other location) and shall comply with all applicable federal and state laws, regulations, and rules regarding appraiser and valuation independence.

Section Three – Activities of Company

1. Company may periodically permit Broker to accept Applications for Mortgage Loans meeting the underwriting and program criteria of Company's Business Purpose loan programs ("Available Loan Programs"), though Company retains the right to modify, terminate, or revoke Broker's authority for any program, and Broker is never authorized to handle non-business-purpose loans.
2. Company will inform Broker of interest rates for Available Loan Programs, with the ability to adjust rates at any time without prior notice via website updates, email, or other reasonable means.
3. For a given Application, Company will issue an Interest Rate Lock Commitment if the request aligns with its policies.
4. At its discretion, Company may arrange appraisals, inspections, environmental, or engineering reports through approved vendors.
5. Company will underwrite Applications once sufficient documentation is received.
6. Post-underwriting, Company will issue an Approval Notice, declination, or suspension notice, with Approval Notices potentially listing pre-settlement and funding conditions.
7. Upon applicant acceptance of an Approval Notice and satisfaction of pre-settlement conditions, Company will prepare loan documents and arrange settlement.
8. Following satisfactory settlement and fulfillment of all conditions, Company will fund the Proposed Loan.

Section Four – Broker Compensation

1. Any fee payable to Broker, directly or indirectly, including but not limited to, lender-paid compensation, yield spread premium (YSP) or borrower-paid compensation, for its provision of goods, services, or facilities in connection with Applications and Broker-originated Mortgage Loan is considered Compensation.
2. All lender paid compensation, paid to Broker pursuant to this Agreement will be based on a pre-determined, fixed percentage of the amount of credit extended, subject to the Lender's right to establish a minimum or maximum amount of compensation in connection with any particular Broker-originated Mortgage Loan or Loan Product. Any compensation paid by the Lender to Broker shall be in consideration for the services performed by Broker and shall be as described on rate sheets provided by the Lender to Broker from time to time. The Lender reserves the right to amend the pre-determined



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fixed rate of compensation payable to Broker under this Agreement on a periodic basis. Any such amendment will be incorporated by reference into this Agreement and will be provided to Broker via an updated Mortgage Broker Compensation Plan. Broker's fixed rate of compensation is set forth in the Mortgage Broker Compensation Plan and is incorporated into this Agreement by reference. A Broker may change their compensation by submitting a Mortgage Broker Compensation Plan form to the Company. Any changes to the Mortgage Broker Compensation Plan are effective as per the policy on the form.

3. Any lender-paid compensation or borrower-paid compensation, in connection with the origination of the Mortgage Loan, shall not be greater than that allowed under Applicable Requirements and shall be subject to the additional limitations set forth in the Guidelines. Broker covenants to Lender that the total compensation earned by Broker from the transaction will constitute a reasonable payment for the goods, facilities, and services provided by Broker and Broker will not retain duplicative payments for any of those goods, fees, or services.
4. Upon funding a Broker-originated Mortgage Loan, Company will pay Broker the agreed compensation.
5. Where allowed by Applicable Law, Broker may charge borrowers additional fees and points, disclosed to all relevant parties.
6. If authorized by applicants, Company will deduct agreed fees and points from loan proceeds and remit them to Broker, where permitted by law.

Section Five – Representations and Warranties of the Broker

Broker affirms, as of this Agreement's date, each Application submission, and each Mortgage Loan closing/funding:

1. Broker is duly formed, in good standing in its state of origin, and qualified in states where Subject Properties are located.
2. Broker, its Mortgage Originators, and all other required personnel shall maintain, at all times, all licenses and authorizations necessary to conduct their respective business activities, including those required to engage in mortgage brokerage and lending activities contemplated by this Agreement. Broker shall promptly notify Company of any license revocation, suspension, expiration, or failure to renew by itself or any individual involved in the origination or submission of Mortgage Loans.
3. Broker will only discuss or accept Applications for Company's Available Loan Programs.
4. Broker will not solicit refinancing of a Mortgage Loan within 24 months of its Funding Date.
5. Broker will not submit an Application for a Subject Property to another lender until Company declines it or 75 days pass, whichever is later.
6. Funded Mortgage Loans belong solely to Company, with Broker waiving all ownership or servicing claims.
7. Broker has the authority to enter this Agreement without violating its organizational documents or other agreements.
8. No Mortgage Loan is subject to rescission, set-off, or defenses due to Broker's actions.
9. Broker affirms that no fraud, misrepresentation, or material omission exists in any Application or Mortgage Loan submitted to Company. Broker shall make prompt, timely, full, accurate, and truthful disclosure to Company of all facts, information, and documentation that Broker knows, suspects, or has reason to believe could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any Application or Mortgage Loan.
10. All Applications are for business-purpose loans, with no occupancy by applicants or their families.
11. Broker, and all persons or entities acting on its behalf in connection with any Application or Mortgage Loan, shall fully and timely comply with all Applicable Laws, including, but not limited to, federal and state consumer protection and disclosure laws, as well as all regulations of any real estate, mortgage



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lending, or other regulatory or supervisory agencies having jurisdiction over Broker's activities. This includes compliance with the Fair Credit Reporting Act, Equal Credit Opportunity Act, the USA PATRIOT Act, and any other applicable statutes or regulations necessary to ensure the enforceability of the Mortgage Loans.

Section Six – Representations and Warranties of Company

1. Company is duly organized and in good standing in its formation state.
2. Company has the authority to enter this Agreement without breaching its governing documents or other agreements.

Section Seven – Additional Terms

1. This Agreement does not establish a partnership, joint venture, agency, or employment relationship; Broker may not represent itself as affiliated with Company or able to bind it.
2. Broker bears all costs related to its business and Application handling.
3. Company may monitor Broker's licensing and creditworthiness.
4. Company may audit Mortgage Loans and Applications, re-verifying supporting documentation.
5. Broker will annually provide a certificate of good standing, licenses, and an attestation, notifying Company immediately of any regulatory actions and providing financial information upon request.
6. Broker will adhere to Company's policies, which may change without notice via reasonable communication methods.
7. All communications with borrowers and Company will be in English.
8. Company is not obligated to approve any Applications.
9. If a Mortgage Loan is repaid within 183 days, Broker must repay all compensation, credits, and a \$1,200 fee; between 183-366 days, half the compensation and credits plus the fee. Payments are due within 10 days of notice.
10. If a any of the Mortgage Loan's first four payments are over 60 days late (non-Purchase Remedy), Broker owes compensation, credits, and a \$1,200 fee within 10 days of notice.
11. For Purchase Remedy Mortgage Loans, Broker must repurchase at a price including unpaid principal, interest, compensation, a \$1,200 fee, and Company's costs.
12. Company may offset amounts owed by Broker against sums due to Broker.
13. Broker will assist with documents for secondary market sales or securitization upon request.

Section Eight – Indemnification

Broker indemnifies Company, its affiliates, and representatives against claims, losses, or costs from (i) Broker's breach of this Agreement, (ii) Broker's actions or omissions, (iii) borrower claims from Company's funding refusal, or (iv) third-party claims of affiliation with Company, surviving termination.

Section Nine – Notices

Notices must be written and delivered personally, by certified mail, overnight carrier, or email to an Officer, using the provided Notice Addresses.

Section Ten – Term and Termination



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1. Effective from the date above, this Agreement persists until terminated by written notice. Company's termination is immediate, except for pending Interest Rate Lock Commitments, which continue until resolved or expired. Breach by Broker allows immediate termination.
2. Broker's obligations and indemnification survive termination.

Section Eleven – Miscellaneous

1. Amendments require mutual written consent, though Company may modify for legal compliance.
2. Waivers of breaches do not waive subsequent breaches.
3. If any legal action or other proceeding is brought to enforce this Agreement, including the repurchase of a Loan or Loans, or arising from any alleged dispute, breach, default, or misrepresentation related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding, whether or not a lawsuit is formally filed, in addition to any other relief to which it may be entitled.
4. Governed by New York law, with exclusive jurisdiction in New York courts.
5. Company may rely on Broker Representatives' instructions.
6. Copies or facsimiles of this Agreement are as valid as originals.
7. Section headings are for reference only.
8. This Agreement is the entire understanding between parties.

Section Twelve - Privacy

Each of the Parties shall comply in all respects with their respective state and federal obligations concerning the privacy of Borrower data in their possession. Without limiting the foregoing, each of the Parties shall comply in all respects with the requirements of Title V of the Gramm-Leach-Bliley Act and the Federal Trade Commission's implementing regulations, including, without limitation, the Federal Trade Commission's Safeguards Rule.

[Signature page follows]



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

BROKER

BROKER

Signature: _____

Name: [Signer's Name]

Title: [Signer's Title]

Date:

****Must be an Executive Officer or LLC
Member***

COMPANY

Signature: _____

Name: [Signer's Title]

Title: [Signer's Name]

Date:



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Broker Compensation Plan

Company Name: _____

FlexPoint, Inc. DBA Brokers First Funding (“Company”) requires brokers to select a Broker Compensation Plan (“Compensation Plan”) based on the plan selections offered below. The Compensation Plan selection will apply to all broker locations approved with Company and is binding for all loans locked by Company during the applicable period.

For new brokers, the selection Compensation Plan will start immediately upon account creation and will remain in effect until a new Compensation Plan is submitted. Changes to the Compensation Plan are only effective the following business day from the signature date and only apply to new loan files after change is effective. Only one (1) Compensation Plan change every thirty (30) days is allowed. Immediately effective changes are not allowed.

If you do not select a Compensation Plan or your choice is not available, the Compensation Plan will be set to the default of 2% with no flat fee, or floor.

Contact your Account Executive with any questions regarding this form.

1. Compensation Plan Percentage:

- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| ☐ 1.000% | ☐ 1.125% | ☐ 1.250% | ☐ 1.375% | ☐ 1.500% | ☐ 1.625% |
| ☐ 1.750% | ☐ 1.875% | ☐ 2.000% | ☐ 2.125% | ☐ 2.250% | ☐ 2.375% |
| ☐ 2.500% | ☐ 2.625% | ☐ 2.750% | | | |

If you want to be paid a flat fee in addition to the compensation plan percentage selected in item #1, please complete item #2.

2. Flat Fee Amount:

- ☐ None ☐ \$500 ☐ \$750

If you want a floor to your compensation in addition to item #1 and/or #2, please complete item #3.

3. Floor:

- ☐ None ☐ \$1,000 ☐ \$2,000

I understand that any compensation changes will apply to any and all loans with the earlier of Lock Date or Application Date or after the Effective Date listed below.

I understand that broker compensation shall be inclusive of all fees paid to broker including, but not limited to, origination, processing, administration, application, and documentation fees.

I understand that compensation earned and paid in connection with a mortgage loan transaction will only be paid through the transaction (whether borrower or lender paid compensation, or yield spread premium



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(YSP)) and Broker will not charge borrowers any fees or accept any form of compensation or anything of value from any party outside of the mortgage loan transaction.

I understand and agree that I will retain records of all loan origination compensation for a period of five (5) years and make such records available to Company upon request.

Broker Representative: Name, Title

Date

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

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.

Sign Here	Signature of U.S. person	Date
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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. You may also get this form by calling 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/EIN. Go to 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 to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional 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 ⁴
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.