



## MORTGAGE BROKER APPROVAL PACKAGE

Thank you for your interest in joining the Statewide Funding Broker Network! We are committed to your growth and success. To get started, please complete the attached broker application to unlock the many benefits we offer.

At Statewide Funding, we pride ourselves on providing exceptional service. Our dedicated team ensures a seamless and efficient process from submission to closing on FHA, VA, Conventional, Jumbo, and Non-QM loans.

If you have any questions, don't hesitate to reach out to your Account Executive. We look forward to working with you!

### ITEMS REQUIRED FOR APPROVAL

- ☐ Mortgage Broker Application (included)
- ☐ Mortgage Broker Agreement (included)
- ☐ Compliance Attestation & Certification (included)
- ☐ Website Usage Agreement (included)
- ☐ IRS Form W9 (included)
- ☐ Zero Fraud Tolerance (included)
- ☐ Lender Paid Broker Compensation (included)
- ☐ Portal User List (included)
- ☐ Industry Compliance Disclosure (included)
- ☐ Corporate Resolution (included)
- ☐ IRS Form W9 (included)
- ☐ Company Formation (broker to provide)
- ☐ YTD Income Statement (broker to provide)
- ☐ YTD Balance Sheet (broker to provide)
- ☐ Quality Control Policy (broker to provide)
- ☐ Resume of Principals (broker to provide)
- ☐ Copy of E&O Policy (broker to provide)

Print, complete and scan the enclosed Statewide Funding documents, and email these documents to [brokerapproval@swbcorp.com](mailto:brokerapproval@swbcorp.com).

Please allow 1-3 business days for us to review and approve your registration.

Thank you for partnering with Statewide Funding - TPO.

# MORTGAGE BROKER APPLICATION

COMPANY TYPE:	LEGAL DESCRIPTION:
<input type="checkbox"/> MORTGAGE BROKER <input type="checkbox"/> MORTGAGE BANKER <input type="checkbox"/> FEDERALLY CHARTERED BANK <input type="checkbox"/> STATE CHARTERED BANK	<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> C-CORPORATION <input type="checkbox"/> S-CORPORATION <input type="checkbox"/> LIMITED LIABILITY CORP (LLC) <input type="checkbox"/> LIMITED PARTNERSHIP (LP) <input type="checkbox"/> GENERAL PARTNERSHIP

APPLICATION: General Information			
LEGAL COMPANY NAME:		NMLS #:	
DBA (IF ANY):		BROKER OF RECORD:	
STREET ADDRESS:			
CITY, STATE & ZIP:			
COMPANY PHONE #:		WEBSITE:	
DATE COMPANY FORMED/INCORPORATED:		STATE OF INCORPORATION:	TAX ID NUMBER:
PRIMARY CONTACT:		PRIMARY CONTACT PHONE #:	PRIMARY CONTACT EMAIL:

OWNERSHIP: 25% or More			
NAME:	SSN:	DATE OF BIRTH:	% OF OWNERSHIP:
NAME:	SSN:	DATE OF BIRTH:	% OF OWNERSHIP:
NAME:	SSN:	DATE OF BIRTH:	% OF OWNERSHIP:
NAME:	SSN:	DATE OF BIRTH:	% OF OWNERSHIP:

MORTGAGE LENDER REFERENCES		
COMPANY:	CONTACT:	EMAIL:
COMPANY:	CONTACT:	EMAIL:
COMPANY:	CONTACT:	EMAIL:

CORPORATE OFFICERS		
CEO:	PHONE:	EMAIL:
PRESIDENT:	PHONE:	EMAIL:
CFO:	PHONE:	EMAIL:

# MORTGAGE BROKER AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between Statewide Funding Inc., a California Corporation ("Lender"), having its principal office at 3190 Shelby Street Ste A2, Ontario, CA 91764, and \_\_\_\_\_ ("Broker") having its principal office at \_\_\_\_\_.

## RECITALS

Lender is in the business of, among other things, originating, purchasing and selling qualified (QM) and non-qualified (Non-QM) residential mortgage loans secured by a first or subordinate lien on a 1-4 family dwelling.

Broker is in the business of, among other things, aiding and assisting applicants in obtaining residential first and second mortgage loan financing from lenders; and

The parties to this Agreement wish to establish a non-exclusive relationship whereby Broker will perform origination services and submit loan application packages ("Applications") for first and second lien 1-4 family residential mortgage financing on behalf of Broker's customers ("Applicants") to Lender for loan approval determination and possible funding by Lender, and upon such terms and conditions as set forth in this Agreement and in Lender's product guidelines, rate sheets, bulletins, advisories and other written materials, as amended from time to time.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## 1. ELIGIBLE LOANS; PRICING

**1.1. MORTGAGE LOAN PROGRAMS.** Lender shall from time to time distribute to Broker information with respect to the types of mortgage loan programs it is offering ("Loan Programs") along with the methods by which Applications for such Loan Programs may be transmitted. Lender will accept only those Applications eligible for the Loan Programs offered by Lender. Broker will be entitled to have Applications processed only upon submission to Lender of such additional information and documents as required by Lender. Broker acknowledges that Lender reserves the right to alter, add, or delete Loan Programs from time to time and Broker accepts responsibility for knowing which Loan Programs are offered by Lender at any given time. Broker shall be responsible for assuring that each Application submitted complies with all the terms and conditions of the applicable Loan Program at the time Broker submits the Application to the Lender.

**1.2. MORTGAGE LOAN PRICING.** Lender shall issue to Broker on a periodic basis pricing information ("Pricing Sheet") applicable to Loan Programs it offers. Each Pricing Sheet is subject to change without notice. Broker shall comply with the guidelines contained in the Pricing Sheet concerning documentation, interest rates and lock-ins which apply to the particular Loan Program offered by Lender.

## **2. DUTIES OF BROKER**

**2.1. TAKING OF APPLICATIONS/ DISCLOSURES.** Broker shall take applications for the Loan Programs in its own name through its employees. Any employee taking applications or offering or negotiating mortgage loan terms must be registered through the Nationwide Mortgage Licensing System and Registry (NMLS) and licensed or registered where required by applicable law. Broker shall provide to each person or persons who submits an application that is to be submitted to Lender, contemporaneously with the taking of the application, broker disclosure(s) that complies with applicable laws. Broker may not submit third party originations to Lender under this Agreement.

**2.2. APPLICATION SUBMITTAL.** Broker shall submit each Application to Lender in a manner to be communicated to the Broker in writing by the Lender, as revised from time to time. Such methods of communication may include, but are not limited to, electronic, facsimile or written. Each Application shall include the fully complete broker disclosure(s) which have been signed as of the date of application by the Applicant and Broker; the Uniform Residential Loan Application (Form 1003) signed by the Applicant; and such credit, financial and other information as set forth by the Lender from time to time. Broker shall assist the Lender in obtaining any additional information needed by Lender or to facilitate the underwriting and closing of the loan transaction.

**2.3. PERFORMANCE OF BROKER SERVICES.** In addition to taking the information from Applicant, completing and compiling the Application, and providing and explaining the broker disclosure(s), Broker shall, for every loan, perform services, including but not limited to the following:

- (a) analyzing the Applicant's income and debt and pre-qualifying the prospective Applicant to determine the maximum loan amount that the prospective Applicant can afford.
- (b) educating the Applicant in the home buying and financing process, advising the Applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.
- (c) collecting financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process.
- (d) initiating/ordering verifications of employment (VOEs) and verifications of deposits (VODs).
- (e) initiating/ordering requests for mortgage and other loan verifications.
- (f) initiating appraisal requests with an appraisal management company designated by Lender in accordance with applicable law and investor requirements, including but not limited to the Appraisal Independence Requirements.
- (g) providing disclosures to prospective Applicants as required by applicable laws.
- (h) assisting Applicants in understanding and addressing credit problems.
- (i) maintaining regular contact with Applicants, real estate agents, and Lender between application and closing to appraise them of the status of the Application and to gather any additional information as needed.
- (j) ordering legal documents (e.g., title reports).
- (k) analyzing the information provided by Applicant and confirming that the Applicant's Application complies with applicable laws.
- (l) providing such other services as may be required by a particular loan transaction.

**2.4. BROKER COMPENSATION.** Any fee payable to Broker for its provision of goods, services or facilities for certain mortgage loans shall be paid in accordance with the terms of this Agreement and applicable law, and only in connection with a particular mortgage loan if each of the following

conditions is met:

- (a) Broker has provided necessary goods, services and/or facilities in connection with the mortgage loan, and the compensation is reasonably related to the value of the goods, services and/or facilities provided by Broker.
- (b) Broker is in compliance with all applicable federal, state and local laws and regulations and all of the terms of this Agreement and has submitted fully executed copies of all required disclosures with the Application.
- (c) Broker has submitted an executed mortgage loan origination agreement between Broker and Applicant that satisfies the requirements of applicable law.
- (d) the applicable mortgage loan has funded and has not been rescinded.
- (e) Broker has performed, at a minimum, the services required under Section 2.3 of this Agreement.
- (f) Broker's compensation complies with applicable state, federal and local law (including without limitation 12 CFR §1026.36 (the "TILA Compensation Rule")), this Agreement, and with applicable requirements of any of Lender's investors.

**2.5. COMMUNICATIONS WITH APPLICANT.** Unless otherwise instructed in writing by Lender, Broker shall promptly deliver to Applicants any documents prepared by Lender and intended for delivery to Applicants, regardless of the manner in which such documents are delivered to the Broker. Lender may from time to time directly contact Applicant(s) in connection with Lender's own quality control or fraud prevention efforts but is not obligated to do so by this Agreement.

**2.6. LOAN RESCISSION, REIMBURSEMENT OF FEES.** If Broker has collected any fees from an Applicant, including any fees payable to a third party, in connection with a mortgage loan that is rescinded by the Applicant pursuant to applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the Applicant.

**2.7. ASSIGNMENT.** Upon request of the Lender, the Broker shall immediately assign, transfer and convey all of its rights, title and interest in the mortgage loan file and any and all of its contents.

**2.8. NON-SOLICITATION AND EARLY PAYOFF.**

- (a) Neither Broker nor its officers, directors, agents, employees or affiliated entities shall, for a period of six (6) months from the date of closing of any mortgage loan made by Lender, solicit an Applicant for the purpose of making a new loan or other credit transaction which would be secured by the same property which secures such Applicant's mortgage loan made by Lender. However, if an Applicant requests an additional loan or other credit transaction from Broker without solicitation by or on behalf of Broker, which loan or other credit transaction would be secured by the same property as the mortgage loan made by Lender, Lender shall be given a right of first refusal with respect to such additional loan or other credit transactions. The term "solicit" as used herein shall not include mass advertising via newspaper, radio, television and other similar forms of communication not specifically directed to the Applicants. If Broker violates the provisions of this section, in addition to other remedies Lender may have, Broker must reimburse Lender for all Broker compensation in connection with any affected mortgage loan.
- (b) Notwithstanding anything to the contrary contained herein, if any Non-Agency Loan (defined below) submitted by Broker to Lender pursuant to this Agreement is paid in full within **6 months** from the date of closing, regardless of the Broker's involvement in Borrower's payoff, Broker agrees to pay Lender a processing fee of two-hundred and fifty dollars (\$250.00) per loan, plus

compensation Broker received from Lender as a result of the Non-Agency Loan. Lender shall notify Broker in writing of any amount due with respect to early payoff, and Broker shall submit payment within fifteen (15) days of such notice. If payment is not received in a timely manner by Lender, Lender reserves the right to offset any amounts due hereunder, at any time and without prior notice, against any amounts due to Broker under this Agreement. In the event the payoff is due to a refinance by the same Broker, and the new loan is delivered back to Lender, part of or all of the requirements above may be waived by Lender at the sole discretion of the Lender. In the event that an Agency Loan submitted by Broker to the Lender pursuant to this Agreement is paid in full within **6 months** from the date of closing, regardless of the Broker's involvement in Borrower's payoff, Broker agrees to pay Lender a processing fee of two-hundred and fifty dollars (\$250.00) per loan, plus any compensation Broker received from Lender as a result of the mortgage loan. For the purposes of this section, "Agency Loan" shall mean a mortgage loan that is originated, underwritten and funded pursuant to guidelines promulgated by Fannie Mae, Freddie Mac, Ginnie Mae, FHA, VA or USDA (collectively, the "Agencies"), and offered for purchase and sale by Lender to one of those Agencies. A "Non-Agency Loan" shall mean every mortgage loan that is not an Agency loan, including Business Purpose Loans.

### **3. DUTIES OF LENDER**

**3.1. UNDERWRITING OF MORTGAGE LOANS.** Lender or its agent shall underwrite every Application in accordance with the terms of this Agreement. Lender shall have no obligation to approve or close a mortgage loan which in its sole discretion does not meet Lender's underwriting requirements. In making its determination, Lender expressly disclaims any conclusions Broker may draw as to the general quality or acceptability of the Application. Lender retains sole and absolute discretion to reject any Application which does not comply with the terms and conditions of this Agreement, or for any reason whatsoever (except any reason prohibited by Law), and to set the terms and conditions of any approval of an application. Lender shall notify Broker of the disposition of an Application. Broker may not represent that Lender has approved or will approve any Application until Lender informs Broker in writing that it has done so. If Lender declines any Application, Broker shall notify the Applicant promptly upon receipt of notice of Lender's decision and deliver the required adverse action notice to the Applicant in accordance with applicable state, federal and local laws. Broker shall also maintain evidence that the adverse action notice was received by Applicant; provided, however, that Broker shall not be required to notify the Applicant of Lender's declination in any case where another lender has committed to originate the mortgage loan. Lender will have no obligation or liability to the Broker for any mortgage loan which is not closed by Lender and/or for any delays in the processing of any Applications.

**3.2. CLOSING OF MORTGAGE LOANS.** Lender shall proceed to the closing of the mortgage loan under the terms and conditions of its approval. Lender shall prepare the closing package and close the mortgage loan in its name and with its own funds.

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER**

As an inducement to Lender to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker makes the following representations, warranties and covenants to Lender and any successor in interest to Lender under this Agreement as of the date hereof, as of each and every date Broker submits an Application to Lender, and as of the date any related mortgage loan is closed and funded by Lender. Lender shall be deemed to have relied on

such representations, warranties and covenants, regardless of any independent investigation it may have made or may hereafter make.

**4.1. DUE ORGANIZATION; GOOD STANDING.** Broker is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence during the time of its activities with respect to the origination and closing of the mortgage loans subject to this Agreement.

**4.2. AUTHORITY AND CAPACITY.** Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker, enforceable in accordance with its terms.

**4.3. EFFECTIVE AGREEMENT; NO CONFLICTS.** The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.

**4.4. COMPLIANCE WITH LAWS.** Broker has complied, and shall comply, both in the conduct of business generally, and in its origination of each mortgage loan, with all federal, state and local laws and regulations, including, without limitation upon the generality of the foregoing: the federal Equal Credit Opportunity Act and its implementing Regulation B (collectively, "ECOA") (including without limitation its requirements relating to nondiscrimination); the Truth in Lending Act and its implementing Regulation Z (collectively, "TILA") (including, without limitation, (a) the TILA Compensation Rule and (b) those provisions of Regulation Z derived from and relating to the rule governing Integrated Mortgage Disclosures under the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) (the "TRID Rule")); the Real Estate Settlement Procedures Act and its implementing Regulation X (collectively, "RESPA") (including, without limitation, those provisions of Regulation X derived from and relating to the TRID Rule); and state and local laws and regulations governing mortgage lending and mortgage brokerage. Broker represents and warrants that no mortgage loan is a High-Cost Loan as that term is defined by the Home Ownership and Equity Protection Act ("HOEPA") or similar federal, state or local law, and the mortgage loan does not fall into any other classification under state law which is not eligible for purchase. Broker further represents and warrants that it and its employees are properly licensed or registered in all jurisdictions where required for the origination of mortgage loans as provided for in this Agreement and agrees to maintain all applicable licenses, registrations and approvals in good standing during the term of this Agreement.

In furtherance of the foregoing, Broker shall submit to Lender, upon the execution of this Agreement and on each anniversary thereafter, a signed Annual Loan Originator Compensation Certification in the form set forth in Exhibit A hereto.

**4.5. NOTICE OF THREATENED ACTIONS.** Broker has not issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Broker shall immediately advise Lender in writing of any inquiry, material complaint or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Application submitted to Lender, Broker shall advise Lender immediately of such Notice and deliver a copy of the Notice to Lender. Broker further warrants that no material complaints have been filed against Broker alleging unfair and deceptive practices and/or violations of Consumer Protection Laws and will notify Lender immediately in the event of any such occurrence.

**4.6. LITIGATION.** Except as previously disclosed in writing to and acknowledged in writing by Lender, Broker is not party to (a) any pending, or, to Broker's knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (b) any claims by Applicants, or (c) any negative investor or regulatory finding through audits or examinations.

**4.7. NO UNTRUE OR MISLEADING STATEMENTS.** No representation, warranty or written statement made by Broker to Lender in this Agreement or in any schedule, written statement or document furnished to Lender in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

**4.8. INSURANCE.** Unless otherwise agreed to in writing, Broker possesses and shall maintain, at no expense to Lender, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverage, satisfactory to Lender. Broker shall notify Lender of changes thereto or cancellations thereof.

**4.9. BUSINESS INFORMATION.** Broker shall furnish to Lender and its representatives any necessary information and data concerning the affairs of Broker, as Lender may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Broker shall furnish, annually as requested by Lender, copies of financial statements, the type and sufficiency of which shall be determined by Lender in its sole discretion, together with such other information bearing upon Broker's financial condition as Lender may reasonably request. Upon request of Lender, Broker shall promptly provide Lender with all documents and records requested by Lender that evidence Broker's compliance with this Agreement, applicable law, and applicable investor requirements.

**4.10. ABILITY TO PERFORM.** Broker represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

**4.11. AFFILIATED BUSINESS ARRANGEMENT.** Broker represents that any existing Affiliated Business Arrangement has been disclosed and further represents that any future Affiliated Business Arrangement be disclosed.



## **5. REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO EACH MORTGAGE LOAN.**

As further inducement to Lender to enter into this Agreement and to consummate the closing and funding of mortgage loans hereunder, Broker makes the below referenced representations, warranties and covenants. Each of the following representations and warranties (a) applies to any and all Applications submitted by Broker to Lender, (b) is for the benefit of Lender and its successors and assigns, (c) continues in full force and effect for so long as Lender is subject to any risk of loss or liability as to any Application submitted by Broker, (d) is deemed to have been relied on by Lender, regardless of any independent investigation it may have made or may hereafter make, and (e) is in addition to any other specific representations or warranties contained elsewhere herein.

**5.1 COMPLIANCE WITH LAWS.** Broker has complied with, and all Applications have complied with, all applicable federal, state and local laws, rules, and regulations, including without limitation, E C O A , T I L A (including, without limitation t h e TILA Compensation Rule and those provisions of Regulation Z relating to the TRID Rule ); RESPA ( including, without limitation, those provisions of Regulation X relating to the TRID Rul e ); the Fair Credit Reporting Act; and state and federal fair lending and fair housing regulations and all other applicable local, state and federal laws, rules and regulations including, but not limited to, all applicable predatory and abusive lending laws. No Application submitted by Broker shall constitute a transaction which would be subject to coverage under the Home Ownership and Equity Protection Act ("HOEPA") or Section 32 of Regulation Z of the Truth- in- Lending Act or which would otherwise be considered a "high rate" or "high cost" loan under applicable state law.

## **5.2 COMPLIANCE WITH LENDER POLICIES AND PROCEDURES; TRID RULE.**

- (a) The origination of each mortgage loan complies in all respects with the terms of this Agreement. Each Application submitted was originated by Broker and not by a third party. All Applications, including all mortgage loan documents and information and documentation submitted in connection with such Applications, have been prepared and/or completed in accordance with applicable law and all information provided by each of Applicant and Broker in such Applications are true and correct in all respects and do not fail to disclose any facts which could be material or which would make such information misleading. All broker compensation has been fully disclosed to Applicant in compliance with applicable laws. The Applicant has executed and received a copy of the broker disclosure(s) as required by applicable law and there are no disputes with respect to Broker's compensation in connection with the origination or closing of each mortgage loan.
- (b) Each Application submitted by Broker to Lender was submitted to Lender no later than the end of the second business day after Broker's receipt of the Applicant's "Application," as that term is defined in 12 CFR § 1026.2(a)(3)(i) and (ii). Each Loan Estimate delivered to Lender was created, generated and drafted using the electronic portal hosted by Lender specifically for such purpose. The terms included within any Application submitted by Broker to Lender are not identical to the terms of any loan application previously withdrawn by the Applicant prior to delivery of a Loan Estimate to the Applicant.

**5.3. FACTUAL DISCLOSURE.** All facts relating to any Application and/or related mortgage loan transaction which are known or should be known to Broker which may adversely affect the value of the mortgaged property, the credit, character or capacity of the Applicant, the validity of the mortgage, or any other aspect of the transaction have been disclosed in writing to Lender.

**5.4. NO ADVERSE CIRCUMSTANCES.** Broker has no knowledge of any circumstances or conditions with respect to any Application, mortgaged property, Applicant or Applicant's credit standing that reasonably could be expected to cause third party investors to regard the related mortgage loan as an unacceptable investment, cause the mortgage loan to become delinquent or adversely affect the value or marketability of the mortgage loan.

**5.5. FHA LOANS.** If the Application is delivered to Lender for a loan intended to be insured by the Federal Housing Administration ("FHA"), it has been originated in conformance with all applicable FHA requirements and Broker is authorized under applicable FHA regulations to originate an FHA loan. Broker has taken no action or failed to take any action, the effect of which would prevent Lender from obtaining FHA insurance or which would at any time invalidate, in whole or in part, the FHA insurance on any submitted Application which is subsequently approved, closed and funded by Lender.

**5.6. APPRAISALS.** Broker has not engaged in (and is unaware of anyone else who has engaged in) any conduct with respect to an appraisal or other property valuation that violates applicable law, including, but not limited to 12 CFR §§ 1026.36(b) and 1026.42, or the requirements of any investor, including but not limited to the Home Valuation Code of Conduct, the Appraisal Independence Requirements or similar requirements.

**5.7. COMPLIANCE WITH FNMA, FHLMC OR INVESTOR GUIDELINES.** If the Application is submitted to the Lender for a loan intended to be a conventional conforming loan, it has been originated in conformance with all applicable Lender requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated as an investment quality loan suitable for sale on the secondary market to a secondary market investor.

**5.8. NO OTHER AGREEMENTS.** Except as otherwise permitted by Lender, Broker has not made, directly or indirectly, any payment on the mortgage loan, the Application, or any fee paid for goods and services rendered in connection with the origination and closing of the mortgage loan, or on any other loan of Applicant from any other person or entity. Broker has also not made any agreement with any Applicant providing for any variation of the Note rate, schedule of payment or other terms and conditions of the mortgage loan; and Broker has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the mortgage loan.

**5.9 COMPENSATION ARRANGEMENTS.**

- (a) Broker's payments to its loan originators comply with all applicable laws, including, but not limited to, 12 CFR § 1026.36, as amended from time to time.
- (b) For applications received by Lender on and after April 1, 2011, Broker has not requested compensation from Lender that is based on the terms or conditions of any loan delivered or expected to be delivered by Broker, and the reasons stated by Broker for any requested change in compensation are true and correct.
- (c) For applications received by Lender on and after April 1, 2011, in any transaction in which Broker has received compensation from the Applicant, Broker has not received, nor does it expect to

receive, compensation from any other source; and Broker's loan originator has received compensation only as permitted by applicable laws, including, but not limited to, 12 CFR § 1026.36, as amended from time to time.

- (d) For applications received by Lender on and after April 1, 2011, Broker has not delivered any loan to Lender based on the fact that Broker expects to receive greater compensation from Lender than in other transactions that Broker offered or could have offered to the consumer; and has subjected any loan delivered to Lender to any test that provides a legal "safe harbor" or similar protection against such a claim.

## **6. REMEDIES FOR BREACH OF AGREEMENT**

In addition to other rights and remedies that Lender may have, upon discovery by either Broker or Lender of any breach of any representation, warranty or covenant of this Agreement, the party discovering the breach shall promptly notify the other. Within thirty (30) days after discovery by or notice to Broker of any breach, Broker shall promptly cure such breach to the reasonable satisfaction of Lender. Notwithstanding the cure period set forth above, in the event of a breach of representation, or warranty, or covenant of this Agreement which in the reasonable judgment of Lender cannot be cured within such thirty (30) day time period, or if Lender is required to repurchase a loan sold to an investor due to a deficiency in or omission with respect to such loan which is attributable to Broker then Broker shall purchase such loan for the "Repurchase Price". The Repurchase Price shall be an amount equal to the sum of (i) the current unpaid principal balance of the loan at the time of repurchase (or at the time of the foreclosure sale date if the related loan has been foreclosed), (ii) accrued but unpaid interest on such principal balance at the Note rate from the paid-to date of the loan through and including the last day of the month in which the Repurchase Price is paid, (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Lender as a result of Broker's breach of this Agreement or enforcing the terms of this Agreement or Broker's obligation to repurchase the loan, (iv) any premium paid by Lender in excess of the principal balance of the loan at the time of purchase (excluding the service release premium) if Lender has not sold the loan at the time of Broker's repurchase or if Lender has sold the loan and it is required to reimburse the purchaser, the premium that the purchaser paid to Lender, (v) any unreimbursed advances made by Lender, including without limitation taxes or insurance or payments authorized by the Note or the mortgage or applicable law to protect Lender's interest in the loan or related property and (vi) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Lender with respect to the loan that have not been applied to the unpaid principal balance; and (ii) if the loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by Lender net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by Lender in connection with such sale.

It is agreed by the parties that Broker's repurchase obligation shall not be obviated by the fact that the property securing the loan has been foreclosed upon and said property has been acquired by Lender or a third party. The repurchase obligation encompasses the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursing Lender as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by Lender, its successors or assigns, or any related party, at a foreclosure sale of any loan affect in any way the rights and remedies of Lender or the obligations of Broker

under this Agreement, including without limitation the obligations of Broker to repurchase and indemnify Lender as provided herein.

## **7. RESPONSIBILITY FOR FRAUD**

Broker shall not submit any Application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees, or the Applicant, or any other third party involved in the origination of the mortgage loan. Broker shall indemnify Lender if fraud has occurred in the origination of such mortgage loan. Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in an Application or related documents, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender's disclosure of such information. Further, Broker agrees that, should it become aware of fraud or misrepresentation related to any Application, related documents, or parties involved in a loan transaction, Broker shall immediately report such activity and all related facts to Lender according to the notice provisions set forth herein.

## **8. INDEMNIFICATION**

In addition to the remedies set forth in Section 6 above, Broker shall indemnify, defend and hold Lender harmless against and in respect of, and shall reimburse Lender for any and all losses, liabilities, claims, damages, costs including without limitation attorneys' fees and costs (including allocated costs of in-house counsel), and actions suffered or incurred by Lender which arise out of, result from or relate to: (a) the breach by Broker of any covenant, condition, term, obligation, representation or warranty contained (i) in this Agreement, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement, including without limitation those arising from any improper origination or processing of mortgage loans; or (b) any material act or omission of Broker or any employee or agent of Broker which adversely affects any mortgage loan submitted to and funded by Lender hereunder.

Without limiting the foregoing, Broker's obligations under this Section 8 shall include costs and expenses associated with Lender's efforts to enforce this Agreement. In all actions with third parties in which Lender has the right to be indemnified hereunder, Lender shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including without limitation the right to compromise, settle, defend or continue any such action.

## **9. TERM; TERMINATION**

**9.1. TERM.** The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article.

**9.2. TERMINATION.** Broker acknowledges that Lender may with or without cause terminate this

Agreement at any time, immediately upon providing written notice to Broker at Lender's sole discretion. Such termination shall not in any respect change or modify the obligations of the parties with respect to (a) Applications which have been submitted to Lender pursuant to the terms of this Agreement prior to the date of termination (except in the case of fraud) or (b) Broker's obligations under this Agreement accruing prior to the date of termination.

**9.3. SURVIVAL.** All of the representations and warranties made by Broker herein and Broker's obligations of repurchase in Section 6, indemnification in Section 8, and non-solicitation in Section 2.8, shall survive any termination of this Agreement, and shall be fully applicable whether or not Lender relies thereon or has knowledge of any facts at variance therewith.

## **10. MISCELLANEOUS**

**10.1. ASSIGNMENT.** Lender shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without Lender's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event Lender assigns any of its rights in the mortgage loans closed hereunder, such assignee shall have the same rights as Lender with respect to this Agreement.

**10.2. BOOKS AND RECORDS.** Broker shall prepare and maintain files of mortgage loans in accordance with applicable guidelines established in the industry and applicable law. Broker will cooperate with Lender in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with Lender, its auditors and/or regulatory examiners in any audit of Lender and in any regulatory examination of Lender.

**10.3. RELATIONSHIP OF PARTIES.** Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch or agent of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs. Broker shall not hold itself out to prospective Borrowers as having the authority to approve loan requests or to issue loan commitments on behalf of Lender. Broker shall not represent that Lender has approved or will approve any loan request until Broker is so informed by Lender in writing.

**10.4. BROKERS.** Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Broker's entering into this Agreement with Lender, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

**10.5. CONFIDENTIALITY.** Broker agrees that information concerning Lender's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made

available except as described in this section. Confidential Information may include, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of Lender in various forms, which information is used or is useful in the conduct of Lender's business including Lender's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of Lender only in connection with performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Broker shall maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to Lender upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. In the event it is necessary for Broker to disclose Confidential Information to a third party in order to perform Broker's duties hereunder and Lender has provided Broker with written authorization to do so, Broker shall disclose only such Confidential Information as is necessary for such third party to perform its obligations to Broker. If requested by Lender, any employee, representative, agent or subcontractor of Broker shall enter into a nondisclosure agreement with Lender to protect the Confidential Information of Lender. A breach of Broker's confidentiality obligations may cause Lender to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the Lender the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Lender may have at law or in equity.

**10.6. ADVERTISING AND TRADEMARK.** Broker shall not engage in any form of advertising whatsoever utilizing either the name of Lender or any subsidiary or affiliate of Lender or any of the product names, trade names, symbols or trademarks of any of Lender's loan products, unless specifically licensed in writing to do so.

**10.7. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**10.8. MODIFICATION AND WAIVER.** Lender may modify or amend this Agreement by publishing such modifications by written or electronic means, including, without limitation, on Lender's website, and notifying Broker of such change in accordance with the notice provisions set forth herein. Broker's submission of an Application to Lender subsequent to the publishing of such modifications or amendments hereto shall constitute Broker's acceptance of the Agreement as modified or amended. No modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be binding upon Lender unless signed by an authorized officer of Lender. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such an occurrence or event on any other occasion.

**10.9. MODIFICATION OF OBLIGATIONS.** Lender may, without any notice to Broker, extend,

compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of an Applicant or other person obligated under a mortgage loan without releasing or otherwise affecting the obligations of Broker with respect to such mortgage loan or otherwise under this Agreement.

**10.10. SURVIVAL OF PROVISIONS.** If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

**10.11. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of California. Any action arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court located in the State of California. Further, each party expressly waives any objection which such party may have to the laying of venue of any such action and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

**10.12. AGREEMENT FAIRLY CONSTRUED.** This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

**10.13. HEADINGS.** The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

**10.14. GOOD FAITH DEALING.** The parties hereto agree to deal in good faith with each other at all times.

**10.15. EXPENSES.** Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including, but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.

**10.16. COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**10.17. BROKER CONSENT.** Approval of a broker application by Lender and execution of this Agreement by both parties are required prior to participation in Lender's Loan Programs. Broker and its owners, officers and employees are subject to a background check as part of Lender's application review process and on-going monitoring of brokers participating in Lender's program. These checks may be performed by Lender, its subsidiaries and affiliates, or in whole or in part by a third-party service provider ("Service Provider") on Lender's behalf. Broker acknowledges that, as part of Lender's application review process, Lender will receive for its review and verification a broker application provided by Broker to Lender or Service Provider, and that either or both of Lender and Service Provider may perform due diligence reviews of the broker application. Broker hereby consents to this review process and to Lender's use of the Broker application and related materials (the "Broker Package") as described herein and authorizes Lender, its

subsidiaries and affiliates, or Service Provider to verify any information contained in the Broker Package with the sources referenced therein. Broker further authorizes Lender to consult such other sources, and perform such additional due diligence as Lender deems necessary, in its sole discretion, to evaluate Broker's application and continuing qualification for participation in Lender's Loan Programs. Lender may periodically conduct quality control and compliance audits of Broker, upon reasonable notice, and if onsite, during normal business hours. In connection therewith, Broker shall provide its full cooperation to Lender and its agents, and provide access to Broker's facilities, personnel, books, records, policies, procedures, internal control documents, training materials, compliance reports and any other documents or materials that relate to Broker's compliance with applicable laws and Lender's policies and procedures. Notwithstanding the foregoing, Lender shall cooperate with Broker's reasonable requests to minimize the impact of such access on Broker's employees.

Broker hereby gives its express consent to receive email transmissions (hereafter referred to as "emails") from Lender and its employees, parents, subsidiaries, affiliates, agents and/or assigns, including but not limited to those emails that may constitute advertisements of the various Loan Programs, products and/or services offered from time to

time by Lender. This consent to receive faxes shall apply to email communications. This consent shall remain in effect until it is revoked in a writing delivered to Lender at the address contained in this Agreement. Broker also agrees that should it access any of Lender's Loan Programs electronically that it will be subject to any separate Terms and Conditions contained on Lender's internet site.

**10.18. RIGHT OF OFFSET.** Lender shall have the right to, at any time and without prior notice, deduct any penalties, fees, expenses, or other charges or obligations of any kind owed by Broker to Lender from any amounts to be paid to Broker for mortgage loans submitted by Broker under this Agreement.

**10.19. RELEASE OF LIABILITY.** Broker hereby discharges and releases Lender, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to Lender's or Service Provider's use of the Broker Package or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold Lender harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

**10.20 LENDER SUBSIDIARIES.** The parties hereto agree that Lender's direct and indirect mortgage lender subsidiaries, including without limitation Statewide Funding Inc., are intended third party beneficiaries of this Agreement and may receive loan submissions from Broker and underwrite, approve and/or fund such loans in their own name(s) in accordance with this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first set forth above.



**Statewide Funding Inc.:**

**Broker:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (First and Last)

\_\_\_\_\_  
Print Name (First and Last)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



3190 Shelby Street Ste A2  
Ontario, CA 91764  
(855) 619-5626  
www.statewidetpo.com

## Compliance Attestation and Certification

In compliance with the loan originator compensation rules under the federal Truth in Lending Act, including implementing Regulation Z and the Official Staff Commentary \_\_\_\_\_ (“Broker”) attests, on behalf of itself and its Originators, that for Loans which will be delivered to Statewide Funding : (1) Neither Broker nor any other party has paid compensation to any loan originator in an amount that is based on a term or condition of the Loan, and (2) no consumer has been steered to a product or program on the basis of increased loan compensation for any loan originator.

Broker affirms that all information supplied to Statewide Funding regarding your company loan origination compensation policies is true and correct, and that Statewide Funding is entitled to rely, and is relying on Broker’s information.

Broker authorizes Statewide Funding, at its discretion, to verify the information in the questionnaire responses with any other sources, and Broker waives any cause of action or claim Broker may have against such sources with respect to any information they may provide.

**BROKER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Officer Signature)

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

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

**NMLS Loan Origination Company ID:** \_\_\_\_\_

*Note: Authorized Officer must be on file with Statewide Funding as an Authorized Signer for your company.*



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## Website Usage Agreement

### I. Use of the STATEWIDETPO.COM website.

This Statewide Funding Web Site Agreement ("Web Site Agreement") is made and entered into as of the date below by and between Lender and Broker. Lender has developed a process by which approved Brokers will be able to use a link on the wholesale lending web site: [www.statewidetpo.com](http://www.statewidetpo.com) (the "Site or Portal") to get information and status reports on their loans and to lock individual loan commitments. Prior to utilizing the services provided on the Site each broker must sign the Web Site Agreement and return pursuant to the procedure set out below.

The lock-in capability and other features can be accessed through the Site and may only be accessed by using a customer ID, username and a password provided by Lender.

We ask that you designate an Administrator/User Manager who will have the authority to choose who will have access to the Site and can determine the level of use of the Site for each user.

As a user of the portal, the broker is bound by all of the terms and conditions of its Broker Agreement for the Purchase and Sale of Residential Mortgage Loans (the "Agreement") and the terms and conditions regarding use of this Site, including but not limited to, any Legal Notice and Privacy Notice referenced at or linked to this Site by Lender. Use of the Partners Link does not provide any guarantee that the Lender will purchase the loan; Broker is still required to meet all of the terms and conditions in the Agreement for loan purchase.

Broker agrees that it is responsible for maintaining the security and confidentiality of the usernames and passwords issued either to the Administrator/User Manager or those usernames and passwords issued by the Administrator, User Manager to agents or employees.

Broker represents and warrants that it will not permit unauthorized individuals to use its usernames and/or passwords to access this Site. Broker is responsible for the actions of any individuals using its user names and/or passwords to access the portal and agrees to defend and indemnify Lender against any claims, losses, damages, costs, expenses, fines and other liabilities, including attorneys' fees, arising out of broker's failure to maintain the security and confidentiality of its user names and/or passwords or arising out of the unlawful use of the Site by broker or by any person who obtains access to the Site using broker's user name and/or passwords.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum as of the date firstwritten below.

**BROKER:** \_\_\_\_\_

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

(Authorized Officer Signature)

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

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

**NMLS Loan Origination Company ID:** \_\_\_\_\_



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## **“LOAN FRAUD” ZERO TOLERANCE POLICY**

It is the policy and the intent of Statewide Funding to support the eradication of loan fraud within the residential lending marketplace.

Wholesale Loan Brokers should be advised that a licensed broker bears responsibility for all actions performed during the course of business, of his or her employees or licenses.

**THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE OR MISREPRESENTED INFORMATION IS A FEDERAL CRIME.**

Although loan fraud or negligent misrepresentation may be perpetrated in many ways, some of the most common examples are shown below:

### **COMMON EXAMPLES OF LOAN FRAUD**

- Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
- Forgery or misrepresentation of partially or predominantly accurate information.
- Inaccurate representation of current occupancy or intent to maintain required occupancy as agreed in the security agreement.
- Lack of due diligence or concern by broker, loan officer, interviewer, or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by borrower's response to other questions.
- Acceptance of information or documentation which is known or suspected to be inaccurate or acceptance of information which should be known to be or suspected to be inaccurate. This includes:
  - a. Simultaneous or consecutive processing of multiple owner-occupied loans from a single applicant where information differs on each application.
  - b. Permitting an applicant or interested party with the processing of the loan.
- Failure of the broker to disclose any relevant or pertinent information.

### **CONSEQUENCES OF LOAN FRAUD**

The consequences of residential loan fraud are far-reaching and expensive. Statewide Funding warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, Statewide Funding could be obligated to repurchase the loan from our

investor. Fraudulent loans harm our reputation and strain our relationship with our investors and mortgage insurance carriers. The consequences to those who participate in loan fraud are even more severe. Following is a list of a few of the repercussions that may be experienced:

***To the broker***

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Revocation of broker's license.
3. Inability to access lenders caused by the exchange of legally permissible information between lender; mortgage insurance company; FNMA, FHLMC, FHA, VA and their investors; police agencies; and state and federal regulatory agencies.
4. Civil action by Statewide Funding.
5. Civil action by applicant (borrower) and/or parties in the transaction.
6. Loss of approved broker status with Statewide Funding.

***To the borrower***

1. Acceleration of debt (FNMA/FHLMC Deed of Trust, revised 9/90). Item #6 states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representation concerning Borrower's occupancy of the Property as a principal residence." (NOTE: Foreclosure under this section of the Deed of Trust does not require the Borrower to be in "payment default". As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale date of the property.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by Statewide Funding.
4. Civil action by other parties to the transaction, such as seller, real estate agent/broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long-term effect on credit history.

I have read the foregoing and I understand and accept Statewide Funding's policy on loan fraud.

**BROKER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Officer Signature)

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

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

**NMLS Company ID:** \_\_\_\_\_

# COMPENSATION PLAN

The following compensation plans are available.

- Mortgage Broker selects the following lender paid compensation plan and flat fee dollar options.

LENDER PAID OPTION	FLAT FEE DOLLAR OPTIONS	NO FLAT FEE OPTION
<input type="checkbox"/> 1.000%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.125%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.250%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.375%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.500%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.625%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.750%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 1.875%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.000%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.125%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.250%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.375%	<input type="checkbox"/> \$500	<input type="checkbox"/> No Flat Fee
<input type="checkbox"/> 2.500%	No flat amount permitted	No flat amount permitted
<input type="checkbox"/> 2.625%	No flat amount permitted	No flat amount permitted
<input type="checkbox"/> 2.750%	No flat amount	No flat amount permitted

Lender and Broker may agree to amend the foregoing fixed percentage on a quarterly basis. However, any such amended rate of compensation shall apply only to loan applications registered by Lender after the effective date of any such change.

**BROKER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
 (Authorized Officer Signature)

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

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

**NMLS Loan Origination Company ID:** \_\_\_\_\_

## Industry Compliance Disclosure

Statewide Funding requires all Brokers to confirm the Company operates in accordance with the industry code of conduct. It is imperative that each section is acknowledged for the Company to complete the application.

### AML/SAR Compliance

The Broker or Correspondent has established and implemented an Anti-Money Laundering Program Suspicious Activity Report filing as a part of its AML Program in accordance with the requirements of 31 CFR Part 1010 and 1029 as promulgated by the Financial Crimes Enforcement Network (FinCEN). The Broker or Correspondent certifies it has (1) a designated compliance officer, (2) a system of internal policies, procedures, and controls commensurate with its respective risk profile, and (3) an ongoing employee training program. Independent testing will be performed on the AML program to ensure compliance. The Broker or Correspondent acknowledges it is subject to audit at any time by Statewide Funding and failure to comply with the FinCEN requirements may result in termination with Statewide Funding

\_\_\_\_\_By initialing here, the authorized signer confirms that the Company is in compliance with AML/SAR standards.

### FACTA: Red Flags Rule

The Broker or Correspondent assures compliance with section 114 and 315 of the Fair and Accurate Credit Transaction Act (FACTA) and, in doing so, implements a Red Flags policy appropriate to its size and complexity. This policy includes directives on (1) identifying relevant red flags, (2) detecting red flags, (3) actions to prevent and mitigate harm associated with possible identity theft, and (4) maintenance of the programs currency. Furthermore, the Broker or Correspondent is mindful of other legal requirements that may be applicable such as filing of Suspicious Activity Reports, limitations under which credit may be extended, or requirements to inform consumer reporting agencies.

\_\_\_\_\_ By initialing here, the authorized signer confirms the Company has established adequate procedures essential to preventing identity theft.

### Real Estate Settlement Procedures Act

Under current rules found in HUD's Statement of Policy 1999-1 (64 FR 10080, March 1, 1999), in order to avoid a possibly illegal RESPA "Section 8" referral fee, a mortgage Broker must perform "compensable services," and the actual fees charged for those services must be "reasonable." Lender and Broker agree that providing "compensable services" requires the Broker to perform certain quality and a certain minimum amount of work on each loan origination it provides to Lender.

\_\_\_\_\_ By initialing here, the authorized signer confirms the Company provides services in agreement with the RESPA requirements regarding Lender Payments to Mortgage Brokers.

### Third Party Fair Lending and Federal and State Compliance

Statewide Funding mission statement requires that each individual acting as an agent or lending partner with Statewide Funding Inc is responsible for complying with the professional ethics set forth in the Fair Lending Laws and Regulations and all applicable state statutes and regulations in any state Statewide Funding conducts business. The Company agrees that by entering into this contract, the Company will not engage in practices that are deceitful, predatory, discriminatory, or may result in disparate pricing. These principles apply to all residential mortgage- banking transactions in which Statewide Funding is involved, regardless of the source of the origination of any loan.

\_\_\_\_\_By initialing here, the authorized signer confirms that the Company will act in accordance with the ethical standards mandated by the Fair Lending Laws and Regulations.

For all lending partners with active licenses in New York State, by initialing above the Company understands and accepts the Fair Lending Principles asserted in Section §296-a of the NYS Executive Law.



The Company hereby accepts the responsibility for all actions of their employees concerning the integrity and accuracy of each loan submitted to Statewide Funding. Loan fraud is manifest in various scenarios including, but not limited to, submission of inaccurate or incomplete information, forgery, lack of due diligence, unexamined information, collusion, or non-disclosure of relevant information. Fraudulent loans cannot be sold to the secondary market and, if sold, would require repurchase by Statewide Funding.

\_\_\_\_\_ By initialing here, the authorized signer understands Statewide Funding policy on Loan Fraud.

### **Consumer Financial Protection Bureau**

The Broker and Correspondent, where applicable, assure compliance with all Federal Regulations and Rules, including amendments to existing legislation authorized and implemented by the Consumer Financial Protection Board ("CFPB"), including, but not limited to the following: (1) The Ability to Repay and Qualified Mortgage standards (Regulation Z), which implements the Truth in Lending Act, as amended by the CFPB; (2) the High-Cost Mortgage and Homeownership Counseling Amendments to the Truth in Lending Act (Regulation Z), as amended by the CFPB; (3) the Homeownership Counseling Amendments to the Real Estate Settlement Procedures Act (Regulation X), as amended by the CFPB; (4) the Loan Originator Compensation Requirements under the Truth in Lending Act (Regulation Z), as amended by the CFPB; (5) the Disclosure and Delivery Requirements for Copies of Appraisals and Other Written Valuations Under the Equal Credit Opportunity Act (Regulation B), as amended by the CFPB; (6) Appraisals for Higher-Priced Mortgage Loans (Regulation Z) as amended by the CFPB; and (7) the Escrow Requirements under the Truth in Lending Act (Regulation Z), as amended by the CFPB.

\_\_\_\_\_ By initialing here, the authorized signer confirms that Company will act in accordance with all Federal Regulations and Rules, including all amendments to existing legislation authorized and implemented by the Consumer Financial Protection Board.

### **ACKNOWLEDGEMENT**

The undersigned, acknowledge that I have read, understand, and accept the conditions regarding Industry Compliance.

**BROKER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Officer Signature)

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

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

**NMLS Loan Origination Company ID:** \_\_\_\_\_



## CORPORATE RESOLUTION

I, \_\_\_\_\_, do hereby certify that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at which said meeting a quorum was present and voting throughout the following resolution, upon motions made, second and carried, was duly adopted and is now in full force and effect:

RESOLVED,

that the President, Vice-President, Treasurer, \_\_\_\_\_, or any one of such officers, be and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of \_\_\_\_\_ and to affix the corporate seal on same.

I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws of this Corporation, and that the following is a true and correct list of officers of this Corporation as of the present date:

Officer Name	Title	Signature

In Witness whereof, I have hereunto set my hand and seal this, \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(If no seal, certify that there is no seal)

\_\_\_\_\_  
Secretary (Or officer authorized to act)



## Portal User List

[illegible]



## Broker Compliance Questionnaire

1. Has there been a material change in company ownership, board of directors or senior management since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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2. Has your company charter or federal tax ID changed since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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3. Have there been any Mergers, Sales, Transfers, or other disposition of material assets since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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4. Have there been any change in officers or senior management since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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5. Have you added or terminated any affiliated business arrangements since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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6. Have there been any material changes in warehouse lines, new, or closed since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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7. Has your loan volume grown more than 15% since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

---

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8. Has your profitability declined more than 15% since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

---

---

9. Does your company maintain a comprehensive and up-to-date set of governing policies and procedures for all areas of your company, including compliance with applicable consumer protection regulations?

- ☐ No
- ☐ Yes

If **yes**, skip this response.

---

---

10. Has any investor requested the repurchase of mortgages or requested an indemnity since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

---

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11. Has your company, and/or principals or corporate officers, had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

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12. Has your approval with any Agency or Investor been cancelled, revoked, or suspended since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

---

---

13. Has your company been suspended from selling or servicing mortgages by any investors since your last certification?

- ☐ No
- ☐ Yes

If **yes**, please provide details.

---

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14. Has your company and/or any principal or officer been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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15. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of bankruptcy since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

---

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16 Have any principals or corporate officers been convicted of a crime since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

---

---

17. Has your company or owners/principals/corporate officers, or employees been sanctioned, or disciplined by any state or regulatory agency since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

If **no**, skip this response.

---

---

18. Have you had any information security incidents since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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19. Have you had any consumer complaints since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

---

---

20. Has your company ever had unfavorable findings with regard to mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency since your last certification?

☐ No

☐ Yes

If **yes**, please provide details.

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21. Have you conducted AML (Anti- Money Laundering) training since your last certification?

☐ Yes

☐ No

If **no**, please provide explanation.

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22. Does your employee hiring procedure include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List since your last certification?

☐ Yes

☐ No

If **no**, please provide explanation.

---

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**BROKER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Officer Signature)

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

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

**NMLS Loan Origination Company ID:** \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions)	<b>4</b> 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.)
	<b>3b</b> 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 . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	<b>6</b> City, state, and ZIP code
<b>7</b> List account number(s) here (optional)		
Requester's name and address (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.

<b>Social security number</b>	
<input type="text"/>	<input type="text"/>
<b>or</b>	
<b>Employer identification number</b>	
<input type="text"/>	<input type="text"/>

**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.

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b>
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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](http://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 6898, 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 <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 Information, 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) 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](http://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](http://www.irs.gov/EIN). 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 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 <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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>**</sup>

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
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)) <sup>**</sup>	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 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.

<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.)

<sup>\*</sup> **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup> 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](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 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.

Go to [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 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.