BROKER APPROVAL CRITERIA & APPLICATION CHECKLIST

OVERVIEW

Thank you for your interest in becoming a broker with Forge Capital Lending. Forge Capital Lending desires to only work with the strongest and most reputable Brokers.

APPROVAL CRITERIA

Broker must meet the following criteria.

- ❖ Be properly licensed to originate and broker loans meeting Forge Capital Lending product and underwriting requirements.
- ❖ Have been in business for at least three years OR principals should have a minimum of five years' experience in mortgage lending.
- ❖ Have a good reputation in the industry with proven references, and a high level of professionalism and strong ethical standards.
- ❖ Have a "good standing" rating with all governmental licensing and revenue collection agencies.

APPLICATION CHECKLIST

Our Counter Party Approval department is responsible for reviewing and approving your application. Documentation needed to support your approval may vary, but the items listed below are required from applicants. Please use this checklist to ensure your application is complete and to expedite processing. Approval of your application is required prior to loan applications being accepted for registration. Please return the completed application package to your Account Executive for submission. We will generally provide a response to your complete application within two (2) business days of receipt from your Account Executive.

- ☐ **Broker Application**
- ☐ **Broker Agreement**
- ☐ **Broker Compensation Addendum**
- ☐ **Compliance Attestation form**
- ☐ **W-9 form**
- ☐ **Provide the following additional documents if you are an unlicensed Business Purpose Only shop:**
  - o **Entity Formation Documents**
  - o **Year-to-date unaudited financial statements ($10k net worth min required)**
  - o **Fidelity Bond and E&O Insurance (if you have these policies)**

If you have any questions about documentation or the processing of your application, please contact your Account Executive or Counter Party Approval at counter party BrokerApproval@mtFCLTPO.com.

FAIR LENDING POLICY

Forge Capital Lending is committed to treating all customers fairly and equally. We strive to ensure Forge Capital Lending does not discriminate in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Familial Status,
- Military Status,
- Sexual Orientation,
- Age, provided the applicant has the capacity and meets the underwriting requirements for age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (this includes the Truth in Lending Act), or
- Any other basis prohibited by law

Forge Capital Lending management and employees are committed to the practices of fair lending. It is Forge Capital Lending policy to make credit products available to all applicants who meet our business focus in a fair and consistent manner within the confines of safe and sound business practices.

The following is Forge Capital Lending Fair Lending Policy statement:

- Forge Capital Lending is fully committed to the principle that all credit decisions should be made without regard to the items listed above and will fulfill this commitment while maintaining prudent credit discipline and sound business practices.

- Forge Capital Lending recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation, including product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.

- Everyone at Forge Capital Lending involved in the credit process must strictly comply with fair lending requirements.

- Forge Capital Lending monitors the operation and achievements on a regular basis to ensure procedures are followed and Forge Capital Lending objectives are met. Forge Capital Lending will continue to make changes in our operations as we identify ways to meet our commitment to fair lending more effectively.

- Forge Capital Lending requires loan terms, rates, and fees to be consistent with applicant qualification, the applicant has the ability to repay the obligation and the applicant receives a tangible benefit from the loan transaction.

BROKER APPLICATION

Account Executive (AE): _____

COMPANY INFORMATION

Company Name: _____ DBA: _____

Address: _____ Suite: _____ City: _____ State: _____ Zip: _____

Company NMLS ID: _____ Company Phone: _____ Company Website: _____

Business Entity: ☐ Individual ☐ Corporation ☐ Bank Charter ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If a corporation or limited liability company, is the applicant a subsidiary of or controlled by another entity. ☐ Yes ☐ No

If yes, indicate name of other entity: _____ (include an organization chart, if necessary)

State of Incorporation or Organization: _____ Date Formed: _____ Business Tax ID: _____

Primary Contact: _____ Contact e-mail: _____ Contact Phone: _____

OWNERSHIP / MANAGEMENT

NAME	NMLS ID	TITLE	% OWNER	EMAIL	SSN (Req.)

BROKER OF RECORD

NAME	NMLS ID	TITLE	EMAIL	SSN (Req.)

COMPANY PRODUCTION

PRODUCTION TYPE	LOAN VOLUME PREVIOUS YR ($)	# OF LOANS PREVIOUS YR	LOAN VOLUME YTD ($)	# OF LOANS YTD
FHA				
VA				
CONVENTIONAL				
NON-QM				
2ND TRUST DEEDS				
TOTAL				

LENDER REFERENCES

List the five largest volume lenders to whom you broker loans:

COMPANY	LOAN TYPE(S)	CONTACT NAME	EMAIL	PHONE NUMBER

DISCLOSURES

1) Within the last three (3) years, has the Applicant, its owners, its broker(s) of record or any of its employees (I) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority, (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations, (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or had a registration or license revoked by a federal or state mortgage banking/broker regulatory authority?
☐ YES ☐ NO

2) Has your company ever had unfavorable findings with regard to brokerage or mortgage operations or servicing activities included in any audit, examination or report by any regulatory, supervisory or investigating agency?
☐ YES ☐ NO

3) Has any owner, partner, officer, director, employee, or loan officer been affiliated with any company/business that was suspended by FHA, VA, Fannie Mae, or Freddie Mac and/or subject to any voluntary or involuntary bankruptcy proceedings?
☐ YES ☐ NO

4) Has the Applicant ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?
☐ YES ☐ NO

5) Has any owner, partner, officer, director, employee, or loan officer of your company ever been found guilty of a felonious criminal offense?
☐ YES ☐ NO

6) Is there any pending litigation involving the company or any of its owners, partners, shareholders, directors, officers, employees, or loan officers?
☐ YES ☐ NO

If you answered "YES" to any of questions 1-6, please explain (attach additional sheets if necessary):

_____

7) Does Applicant have a due diligence process in place to ensure compliance with "high-cost" and "predatory lending" statutes for all applicable federal, state and, if necessary, local laws?
☐ YES ☐ NO

If you answered "YES" to question 7, please select any of the following that apply (at least one):
☐ Have a QC Plan or Fraud Prevention Policy. ☐ Use a 3rd Party review or Compliance Software System ☐ Other (explain below):

_____

If you answered "NO" to question 7, please select any of the following that apply (at least one):
☐ Do not participate in high-cost loans or sub-prime loans. ☐ Compliant to all SAFE act requirements ☐ Other (explain below):

_____

8) Has the company adopted a policy for verifying potential employees against the following industry exclusionary lists: GSA Excluded Parties List, HUD Limited Denial Participation (LDP) List, Federal Housing Finance Agency (FHFA) Suspended Counterparty List (SCP) and state specific debarment lists (e.g., CA, GA):
☐ YES ☐ NO

If you answered "NO" to question 8, please provide explanation for lack of process and/or steps taken to remediate:

_____

AUTHORIZATION

Applicant hereby authorizes Forge Capital Lending, LLC ("Lender"), its affiliates, agents, assigns, and any third-party service providers, to obtain, verify, and review any information necessary in connection with the evaluation of this application and the ongoing business relationship.

This authorization includes, but is not limited to, the right to:

- Obtain consumer and/or business credit reports
- Conduct background checks, including criminal, civil, and regulatory history
- Verify employment, licensing, and professional credentials
- Review financial statements, bank references, and trade references
- Confirm compliance with state and federal regulatory requirements

Each individual listed on this application, including owners, principals, officers, and guarantors, hereby expressly authorizes Forge Capital Lending to conduct such investigations and obtain such reports as deemed necessary.

Applicant acknowledges and agrees that:

1. The information obtained will be used solely for the purpose of:
    - Evaluating this application
    - Determining eligibility to do business with Forge Capital Lending
    - Ongoing monitoring, if approved
2. Forge Capital Lending may rely on third-party vendors to obtain such information.
3. This authorization shall remain valid for the duration of the business relationship unless revoked in writing.

Applicant certifies that all information provided in this application and supporting documents is true, complete, and accurate to the best of their knowledge. Applicant understands that any material misrepresentation may result in denial, termination, or legal action.

Forge Capital Lending agrees that all non-public personal and financial information obtained will be handled in accordance with applicable privacy laws and will be treated as confidential, and will not be disclosed to third parties except:

- As required by law
- As necessary to complete due diligence or verification
- To affiliates or service providers in connection with this application

Authorization to Release Information (Signature Section)

By signing below, Applicant and each undersigned individual:

- Authorize the release of information as described above
- Acknowledge receipt and understanding of this authorization
- Agree to the terms outlined herein

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BROKER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 20___ between Forge Capital Lending (hereinafter referred to as "Lender") and _____ (hereinafter referred to as “Broker”).
WHEREAS the parties wish to establish a non-exclusive relationship between and for the benefit of Lender and Broker, Broker will submit to Lender, from time to time, selected and completed mortgage loan applications and supporting documents for review, underwriting and potential approval by Lender.

AGREEMENT

NOW, THE REFORE, in consideration of the promises, covenants and agreements hereinafter contained, the parties agree as follows:

1. Commitment to Responsible Lending:
Broker hereby affirms that it shares Lender's commitment to abide by fair lending principle and its primary obligation is to act in the best interest of any loan applicant and, therefore, agrees to always:

A. Carefully analyze each applicant’s financial situation. Broker will only submit loans to Lender on behalf of an applicant whose financial situation demonstrates an ability and willingness to repay the loan.

B. Ensure each applicant obtains an identifiable benefit from the terms of the loan.

C. Refrain from knowingly or intentionally steering or directing an applicant into a loan product that is not based upon the best credit grade that the applicant would qualify for under applicable underwriting guidelines. In accordance with this standard, Broker will not knowingly submit an application for a non-prime loan for an applicant who is eligible for and whose needs are met by a prime loan.

D. Operate in full compliance with all applicable federal and state lending, non-discrimination, and brokering laws and regulations.

E. Ensure that each and every loan submission contains no false or misleading material information, including, but not limited to:

   i. The true source of the down payment is disclosed to Lender.
   ii. The appraisal is free from undue influence by Broker or Broker’s agents.
   iii. The applicant’s true credit characteristics are accurately calculated and disclosed.

Broker acknowledges and shares Lender's commitment to preventing mortgage fraud. Broker understands that Lender views fraud as both a criminal and predatory practice and that Lender may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity.

2. <u>General Broker Responsibility:</u>

Broker shall perform all of the following duties and functions at Broker’s sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

A. Submit to Lender completed mortgage loan application packages (“Packages”) from applicants using such forms and under such programs, procedures and fee schedules as Lender periodically may establish.

B. For any loan application that utilizes an automated underwriting system offered to Broker for the purpose of issuing credit approval, Broker has properly and accurately input all income, debt, and other information as statedon the loan application and as required by applicable underwriting guidelines (“Guidelines”).

C. Furnish Lender the applicant's credit, financial and other information as Lender may require.

D. Provide such additional information as Lender may reasonably request to assist Lender in marketing the mortgage loans to the secondary market. Broker understands that such a request may occur after the closing of the mortgage loan by Lender.

E. Perform such other customary and reasonable services as Lender may require to close a mortgage loan.

F. Comply with all applicable local, state, and federal laws and regulatory requirements.

3. Submission and Processing of Loan Application Packages:

Broker will take information from prospective mortgage loan borrowers and submit to Lender a completed, original, loan application package together with such related materials as may be designated by Lender. All such applications and related materials shall be in the form and content as specified by Lender. In the event any form is incomplete or Lender requires additional information to evaluate the loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation.

In connection with the submission of any loan application to Lender, Broker may perform the following services, as applicable, but without limitation: (i) initiate/order verification of employment (VOEs) and verifications of deposits (VODs), plus any additional documents required to establish income, employment, and cash available for closing; (ii) initiate/order credit reports and requests for mortgage and other loan verifications; (iii) initiate/order inspections or engineering reports; (iv) provide disclosures (truth-in- lending, good faith estimates, etc.) to the applicants as required by applicable law or as required by Lender; and (v) participate in the loan closing, if requested by Lender. In addition, Broker will perform at least one of the following services for each loan funded hereunder: (a) analyze the applicants' income and debt and pre-qualify the applicants to determine the maximum mortgage loan that the applicants can afford; (b) educate the applicants in the home financing process and advise the applicants about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product; (c) collect financial information (tax returns, bank statements) and other related documents that are part of the application process; (d) assist the applicants in understanding and clearing credit problems; and (e) maintain regular contact with the applicants between application and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and to gather any additional credit, financial and other information as needed. Broker shall review the accuracy and completeness of all information provided by loan applicants and shall at all times maintain the integrity of Broker's loan application and processing operations.

4. Broker Compensation:

Subject to the full satisfaction of the conditions specified in this Agreement, for lender paid transactions, Lender shall compensate Broker on a loan-by-loan basis for each mortgage loan Lender funds pursuant to this Agreement. For purposes of the prior sentence, when the proceeds of the mortgage loan have been disbursed to or for the benefit of the borrowers, that mortgage loan has been "funded" by Lender. Broker shall properly and fully disclose all of its compensation to Borrower. No compensation shall be owed by Lender to Broker for any mortgage loan that is not funded by Lender. Broker and Lender agree that the compensation paid by Lender to Broker pursuant to this Agreement is to compensate Broker for the Broker's origination of each mortgage loan funded by Lender, for services performed by Broker in connection with such mortgage loan, and in recognition of the value to Lender of the use of Broker's staff and facilities in connection with the origination of the mortgage loan. The parties agree that, notwithstanding any provisions of this Agreement to the contrary, the compensation paid to Broker shall not be greater than the reasonable value of the goods, services, facilities, and other value added by the Broker which reasonable value must be determined based on the facts and circumstances pertaining to the mortgage loan. Should Lender determine that Broker's compensation as to a mortgage loan exceeds a reasonable amount, Lender may withhold such compensation pending investigation and resolution.

5. Obligations to Deliver Loans:

Broker will use its best efforts to ensure the closing of each mortgage loan registered and rate-locked with Lender. Lender shall have the right to review, from time to time, upon reasonable prior notice to Broker, Broker's files andother documents pertaining to registered mortgage loans that have failed to close. Such review will be conducted in a manner that does not unreasonably interfere with Broker's normal operations.

6. Broker's Representations and Warranties:

Broker represents and warrants to Lender at the time any Package is submitted to Lender and at the time any mortgage loan resulting from such Package is funded and closed that:

A. No mortgage loan (a) is subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended ("HOEPA"), (b) is a "high cost" mortgage loan, "higher-priced mortgage loan", "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, rule, or regulation, or (c) is subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee liability to purchasers or holders of such mortgage loans.

B. No predatory, abusive, or deceptive lending practices were employed in connection with the origination of the mortgage loan. None of the statements, documents, or information input by Broker or its agents into an automated underwriting system in regards to a Package or otherwise provided by Broker or Broker's agents in regards to any Package contains or will contain any untrue, incomplete, inaccurate, erroneous statement, or omission of a material fact. Broker understands that by making the warranty in this paragraph, it is warranting the accuracy of all information Broker and its agents submit to Lender, whether Broker has knowledge or reason to suspect any inaccuracy or omission or not. Broker acknowledges the information in the Packages may be subject to Lender's independent verification, underwriting approval, or quality control review but this shall not relieve Broker from its duties, responsibilities, representations, and warranties hereunder and Broker shall not be entitled to rely on such actions of Lender to in any way relieve Broker of its responsibilities, representations, and warranties herein.

C. Broker is in compliance with all applicable business licensing requirements to do business in the state(s) in which Broker originates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.

D. Broker is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has full power and authority to carry on its business as it is now being conducted and is duly qualified to transact business where such qualification is required.

E. Broker meets the applicable standards set forth in the Guidelines for doing business with Lender. Neither Broker, nor any of its current or former (during the time of their employment by Broker) officers, directors, principal shareholders (if Broker is a corporation), partners (if Broker is a partnership), or loan officers or originators have ever been excluded from conducting business with Fannie Mae, Freddie Mac, HUD, FHA or the VA, or indicted, convicted or under investigations for any criminal offenses or any fraudulent activity related to mortgage lending.

F. Broker has no knowledge nor any reason to know (i) of any damage to the property proposed as security for the loan by fire, windstorm or other casualty, (ii) that any property has been or will be condemned, (iii) of any detrimental conditions, which could reasonably be expected to adversely affect the market value of the property proposed as security for the loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (iv) of any or outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those which are affirmatively insured against by the title insurance policy, (v) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the property or any manner diminish the value of the property as security for the loan, (vi) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the property proposed as security for the loan might not be at least the amount reported therein, or (vii) of any circumstances or conditions with respect to the property proposed as security for the loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment, or cause the loan to become delinquent, or adversely affect the value or marketability of the loan.

G. Broker has complied with (i) all terms, conditions, and requirements of the Guidelines and this Agreement and (ii) all applicable federal, state, and local laws and regulations, including, without limitation, making all

disclosures relating to the amount and source of compensation or revenue paid to Broker by a borrower, Lender, or third parties.

H. Except as disclosed in writing to Lender and Lender approving in writing before the funding of any loan, Broker: (i) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to the loan application package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (ii) unless disclosed in writing in advance to and approved by Lender, has no direct or indirect ownership interest in any property acting as security for the loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to Lender. Broker has not advanced funds or induced, selected, or knowingly received an advance of funds by a party other than the borrower for the payment of any amount required to obtain the loan.

I. All improvements upon the mortgaged property are insured by an insurer acceptable to Lender against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located, in an amount not less than the minimal amount set forth in the Guidelines for the applicable loan program. Each such insurance policy contains a "standard mortgagee clause" and such other clauses and endorsements as specified in the Guidelines.

J. No mortgage loan will be brokered to Lender that was originated by any party other than Broker or Broker's employees, without the express written consent of Lender.

K. Broker has not done or omitted to do anything, the effect of which could cause a contract of private mortgage insurance to be cancelled, denied, or rescinded.

L. All mortgage loan applications submitted to Lender will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared, and completed in accordance with the procedures and guidelines of Lender.

M. Broker has the requisite authority and capacity to enter into this Agreement and the person signing this Agreement for Broker has been fully authorized by Broker to enter into this Agreement and sign this Agreement on Broker's behalf.

N. No escrow company or title company used by Broker for any mortgage loan submitted to Lender is owned, in whole or in part, by Broker.

7. Broker is an Independent Contractor:

Nothing in this Agreement shall be construed to create a joint venture between Broker and Lender or make Broker a partner, agent, representative, or employee of Lender, and Broker shall not hold itself out as such. Broker may not use Lender's name in any advertising medium unless approved in writing by Lender. Broker agrees that it shall conduct its business activities as an independent contractor to Lender. As an independent contractor, Broker shall determine the method, details and means of performing of all services described within this Agreement.

8. Indemnification:

Broker shall indemnify and hold harmless Lender from and against all loss, damage, liability, cost, and expense, including reasonable attorney's fees, incurred by reason of, arising out of, or in connection with:

A. Broker's breach of this Agreement or
B. Broker's failure to perform any obligation hereunder.

9. Early Pay-Off:

In addition to any other remedies available to Lender under this Agreement, if a loan funded by Lender under this Agreement is paid in full within (a) one hundred eighty (180) calendar days of the date the loan closes, then Broker shall pay to Lender any compensation Lender paid to Broker in connection with such loan less any prepayment penalty, if any, collected by Lender under the terms of the loan.

10. Remedies for Breach of Representations and Warranties:

Upon discovery by either Broker or Lender of a material and adverse breach of any representation or warranty in this Agreement, Broker shall, upon demand, purchase any mortgage loan materially affected thereby. Lender shall exercise such option by written notice to Broker. Within thirty (30) days thereafter, Broker shall pay the full purchase amount by wire transfer to Lender and forward all appropriate instruments of assignment, all of which shall be without recourse to Lender (or such investor, if applicable). For purposes of this Section 10, the "mortgage loan" shall mean both funded loans and the real property security for any mortgage loan should Lender or any investor become the owner thereof through foreclosure or otherwise. The price which Broker will pay to Lender to purchase a mortgage loan shall be calculated as follows: (i) if the loan has been sold or assigned to a secondary market investor by Lender, the repurchase price shall be equal to (a) all amounts paid by Lender to such assignee (including any servicing release fee or other fee or premium) to repurchase such loan, plus (b) accrued but unpaid interest on such loan from the date of repurchase by Lender from such secondary market investor through the date of repurchase by Broker from Lender, plus (c) the borrower's current escrow/impound account balance, if any; or (ii) if the loan has never been sold or assigned by Lender, the repurchase price shall be equal to (a) the unpaid principal balance of the mortgage loan, plus (b) any accrued but unpaid interest through the date of repurchase of the loan, less any fees previously paid to Lender (but excluding any applied buydown subsidy), plus (c) borrower's current escrow/impound account balance, if any, deposited with Lender, plus (d) any fees or premium previously paid to Broker by Lender, plus (e) other costs incurred by Lender related to the loan through the date of Broker's purchase (or, in the case of FHA and VA loans, through the last day of the calendar month in which the repurchase takes place). Upon Broker's purchase of a mortgage loan, Broker shall also assume all servicing obligations in connection therewith.

11. Lender Obligation and Lender and/or its Contract Underwriter Has Sole Discretion to Approve Mortgage Loans:

Approval of any mortgage loan shall be within Lender's sole discretion. Broker shall not represent that Lender has approved or will approve any mortgage loan until Broker is so informed by Lender in writing. In the event a mortgage loan application is denied, Lender shall cause to be delivered to Broker a statement of credit denial, termination, or change. Broker will inform applicant of the adverse action on the mortgage loan application in accordance with the regulations of the Equal Credit Opportunity Act.

12. Change in Underwriting Standards:

Lender's underwriting standards may be amended at any time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified underwriting guidelines and modifications thereto.

13. Inspection Rights and Recertification Compliance:

Broker shall maintain its books and records as to mortgage loans hereunder to meet and comply with Federal and State laws and regulations. Broker grants Lender permission and authority to audit its, books, records, files, facilities, and the experience and qualifications of Broker's staff, as well as Broker's operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit may be conducted at the location where Broker's activities are performed during normal business hours and Broker agrees to cooperate in any such audit. Broker understands that Lender will maintain an active Quality Control System and that Lender may routinely re-verify pertinent credit documentation and appraisals submitted by Broker even after a loan is closed.

Broker authorizes Lender to verify, monitor, and report the business quality of Broker at Lender's expense. Lender may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report such information. Lender may, in its sole discretion, cancel this Agreement based on such findings.

During the term of this Agreement, Lender will conduct an annual re-certification process. Broker will furnish Lender with (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker's audited financial statements promptly after the same become available (in the event Broker does not obtain an audited financial statement, Broker will furnish Lender with its internally prepared financial statements, certified by Broker's chief financial officer to be prepared in accordance with generally accepted accounting principles consistently applied with any exceptions thereto expressly noted). If requested by Lender, Broker shall also provide any other information reasonably related to substantiating Broker's continuing

eligibility status, including, but not limited to, Quality Control procedures and processes. Lender, in its sole discretion, may terminate this Agreement should Broker fail to maintain any of its eligibility thresholds.

14. Notices:

All notices required herein shall be in writing and shall be deemed to have been given, made, and received:

A. one business day after the date of dispatch, if by facsimile with a confirmed transmission.
B. one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed, overnight delivery; or
C. three business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

All notices required to be given may be given by registered or certified mail addressed as follows:

If to Lender: 50 S Stephanie St. Suite 101,
Henderson, NV 89012
ATTN: Michael Suits

If to Broker: _____
_____
ATTN: _____

Or at such other offices or addresses as either party shall inform the other in accordance with this paragraph.

15. No Assignment of Broker's Rights or Duties:

Broker shall not assign any of its duties, obligations, or rights under this Agreement without the prior written consent of Lender, which consent shall be in Lender's sole discretion.

16. Arbitration of Disputes, Attorneys Fees:

Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, shall be settled by arbitration through the American Arbitration Association in accordance with its Commercial Arbitration Rules or through JAMS in accordance with its Comprehensive Arbitration Rules & Procedures or its Streamlined Arbitration Rules & Procedures, at the option of the party filing for arbitration, in Orange County, California and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, including the Superior Court of California, County of Orange. The fees and costs incurred in any such arbitration (exclusive of each party's attorney's fees and costs) shall be borne equally between the parties, however, any such fees and costs paid by the prevailing party in any such arbitration shall be added to the arbitrator's award and assessed against the non-prevailing party. In addition, the prevailing party shall also be awarded and recover from the non-prevailing party its attorney's fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the arbitration hearing date to cure the non-paying party's default.

17. Entire Agreement:

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary agreements, representations, and understandings. No supplement, modification or amendment shall be binding unless executed by both parties, except where Lender has been specifically granted the right to do so hereunder. It is the intention of the parties that this Agreement shall be deemed entered into in Orange County, California, and construed under and according to the substantive laws of the state of California. All questions regarding the validity, interpretation, or performance of any of its terms, representations and warranties of any rights or obligations of the parties shall be governed by the laws of the State of California.

18. Enforceability of Agreement:

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. Further Acts of Parties:

Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

20. Captions:

Any captions are for convenience or reference only and are not to be construed, confining, or limiting in any way to the scope or intent of the provisions hereof.

21. Waiver:

The failure or delay to exercise any right hereunder shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. The waiver of any breach, term, provision, or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision, or conditions. All remedies afforded by this Agreement, or breach hereof, shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

22. Confidentiality of Information:

Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate and enforce this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate and enforce this Agreement. The receiving party may disclose confidential information as may be required by regulatory request, law, or court order, but must first notify the discloser, if legally permitted and practicable, so that the discloser may seek a protective order at its sole cost (with the recipient providing cooperation); however, the receiving party may provide confidential information to a regulatory authority with supervisory power over it without providing notice to the disclosing party.

Each party agrees that it will ensure the protection and security of nonpublic personal information in compliance with the Gramm- Leach-Bliley Act (P.L. 106-102) (15 U.S.C. §6809) and implementing regulations thereof, and all other applicable laws, rules, and regulations. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration, or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information.

23. Rights of Offset:

If any amount Broker owes to Lender under this Agreement or the Guidelines remains outstanding for more than thirty (30) days after it is due, Broker authorizes Lender to deduct from any subsequent mortgage loans brokered hereunder all such amounts due Lender. Any such offset may be exercised by Lender at any time and from time to time with prior notice to Broker.

24. Termination:

This Agreement will continue until terminated by either party. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other. Either party may terminate this Agreement immediately without prior notice for cause, including, without limitation, breach of any representation, warranty, promise, or agreement made or deemed to be made in this Agreement or the Guidelines, or default in performance of any duty, obligation, or responsibility hereunder or under the Guidelines. Lender may terminate this Agreement without prior notice if Broker has brokered no loans to Lender within any consecutive six (6) month period. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

25. Future Communication:

Broker permits and authorizes Lender and its affiliates to send to Broker and Broker's employees, via e-mail or facsimile transmission, (a) notifications concerning changes to existing products, (b) new product features, (c) general

business communications, and (d) other marketing materials. Broker acknowledges that such information is provided by Lender for use by Broker and Broker's employees pursuant to the ongoing commercial relationship between Broker and Lender, as outlined herein.

26. Proprietary Information/Non-Circumvention:

Broker acknowledges that unique lending programs, processes, guidelines, and procedures (the "Lender Programs") constitute a trade secret and represent proprietary information owned solely by Lender. Broker agrees that Broker, its officers, directors, employees, agents, successors, and assigns will keep Lender's Programs confidential and will use Lender's Programs only in conjunction with this Agreement. Broker further agrees that Broker its officers, directors, employees, agents, successors, and assigns will not circumvent Lender by dealing directly with Lender's investors regarding any Lender loan program. This clause shall survive the termination of this Agreement and shall be enforceable by and in addition to any other remedies allowable by law.

27. Change of Ownership, Financial Condition or Senior Management:

Broker will promptly advise Lender of any material adverse change in its business or financial condition, or any change in its ownership or management. Broker shall also immediately inform Lender in writing of any change in status of any required license and of any pending, threatened, or final judicial, administrative, or regulatory action or order that may impact the status of a required license or its eligibility under this program. In addition to Lender's rights to terminate this Agreement as provided in this Agreement, Lender may refuse to fund loans submitted by Broker if Lender reasonable determines that Broker will be unable to fulfill any of its obligations under this Agreement.

LENDER:	**BROKER:**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

BROKER COMPENSATION ADDENDUM

As part of the Broker Agreement executed between Forge Capital Lending ("Lender")
and_____
("Broker"), Broker and Lender enter into this Broker Compensation Addendum ("Addendum") thereto. All compensation paid to Broker ("Broker Compensation") must comply with the Loan Originator Compensation ("LO Comp") Rule in Regulation Z, which implements the Truth in Lending Act (12 CFR Part 1026). Broker attests that written compensation policies and procedures are in place for its employees and it is fully compliant with all federal, state, and local laws and regulations. Broker attests that all its loan officers are compensated in compliance with the LO Comp Rule of Regulation Z.
Broker hereby makes a Broker Compensation election effective for all mortgage loans registered and funded by Lender on or after the date Lender signs this Addendum. Any changes to this election must be made by written notice under the terms of the Compensation Change Process below.

Lender Paid Compensation Plan
Any Lender paid compensation shall be Broker's sole source of compensation for such loan. Accordingly, Broker shall not charge any borrower(s) additional fees nor arrange for any other form of compensation from any other person or entity other than the Lender.
Broker's compensation will be a predetermined percentage of the loan amount, as set forth below:

☐ 0.50% ☐ 0.75% ☐ 1.00% ☐ 1.25% ☐ 1.50% ☐ 1.75% ☐ 2.00% ☐ 2.25% ☐ 2.50% ☐ 2.75%

Once Broker selects Lender paid compensation for a loan, at no point thereafter can Broker's compensation for such loan be other than Broker's selected Lender paid compensation level.

Borrower Paid Compensation Plan
Lender permits compensation to be paid to the Broker directly by the borrower and limits such compensation (i) up to a maximum of 500 basis points for business purpose loans and (ii) up to a maximum of 300 basis points for all other loans.
Broker is required to determine the source of compensation (lender paid or borrower paid) upon the submission of the loan application to Lender. Borrower paid compensation is a financial agreement exclusively between the Broker and borrower that is agreed upon by both parties prior to submission of the loan application to Lender. If Broker submits a loan as borrower paid, but the loan is changed to Lender paid at the time the loan is locked, at no point thereafter can Broker's compensation for such loan be other than Broker's selected Lender paid compensation level. Lender will not allow Broker to reduce or otherwise change compensation on a particular loan, unless permitted by applicable law. If borrower paid compensation is selected, under no circumstances may Broker receive compensation, directly or indirectly, from any person other than the borrower in connection with the loan.

Compensation Change Process
Broker may request a change to its compensation plan at any time by submitting a written request or updating through the BrokerApproval@myFCLTPO.com. Any such change shall apply only to loan applications received after the effective date of the change. Compensation for any loan in process, including loans submitted or locked prior to the effective date, shall remain unchanged. All compensation changes are subject to a minimum 48-hour implementation period and must comply with all applicable federal and state regulations, including Regulation Z Loan Originator Compensation requirements.
The representative signing below certifies they are duly authorized to bind Broker to all Addendum terms.

LENDER:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

BROKER

Signature: _____
Printed Name: _____
Title: _____
Date: _____

BROKER COMPLIANCE ATTESTATION

Broker is required to have policies and procedures in place to deliver complete and compliant loan applications and to comply with all applicable laws and regulations, defined as: applicable federal, state, and local laws and legal requirements (as set forth below and otherwise including statues, rules, regulations, and ordinances), including but not limited to all usury, truth-in-lending, real estate settlement, integrated disclosures, consumer credit, equal credit opportunity, privacy, anti-predatory or abusive lending, or unfair and deceptive acts and practices laws; requirements and guidelines of each governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction over a person and/or a mortgage loan, including, but not limited to, the CFPB and all state regulators; and judicial and administrative judgments, orders, stipulations, awards, writs, settlements, and injunctions to which the person is a party.

Regulation B - Equal Credit Opportunity Act
Regulation C - Home Mortgage Disclosure Act
Regulation G - S.A.F.E. Mortgage Licensing Act
Regulation N - Mortgage Acts and Practices – Advertising
Regulation P - Privacy of Consumer Financial Information
Regulation V - Fair Credit Reporting Act
Regulation X - Real Estate Settlement Procedures Act
Regulation Z – Truth-in Lending Act

In addition to the federal regulations listed above, Brokers are also subject to Bank Secrecy Act/Anti-Money Laundering Legislation (BSA/AML). The Financial Crimes Enforcement Network (FinCEN) issues the BSA/AML regulations and is enforced by the IRS. To comply with BSA/AML, Broker must have procedures in place to detect certain fraudulent, criminal, or suspicious activity, and file a Suspicious Activity Report (SAR) as warranted by the applicable statutes and regulations.

Due to the requirements placed upon financial parties from the CFPB and other agencies, Forge Capital Lending requires our Brokers to understand and be responsible for their own regulatory compliance. By signing below, you affirm you have regulatory compliance controls and procedures in place to ensure compliance with all applicable laws and regulations.

Broker will not submit any requests for "table-funded loans", as defined in Regulation X.

By signing below, I declare that I am authorized to execute this attestation on behalf of the Company and that the above is true and accurate to the best of my knowledge.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

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.*

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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