



# Broker Application Package

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Ver.03.13.2026

## **THIRD PARTY ORIGINATOR (“TPO”) BROKER APPLICATION**

Thank you for your interest in partnering with Jet Mortgage (“JM”), a dba of Home Mortgage Alliance Corporation (“HMAC”). We are excited about the opportunity to provide you with exceptional service and products to help grow your business. Our goal here at JM is to make the wholesale lending process simple and personal.

### **MINIMUM REQUIREMENTS (INCLUDES BUT NOT LIMITED TO):**

1. Completed TPO Broker Application (including items 1-8 below, if applicable)
  - The company must have a minimum of 3 years in operation
  - At least one principal must have a minimum of 3 years in the mortgage industry
  
2. Most recent unaudited financial statements (P&L and Cash Balance Sheet – dated within 90 days) - Prospective brokers must have a minimum net worth of \$25,000
  
3. Resumes of all principals & person(s) responsible for managing the underwriting and origination process
  
4. Entity Formation Documentation (**ONLY required if company is not on the NMLS registry**)
  
5. Good Standing Certificate or equivalent from within 90 days (PDFs from state online searches are acceptable)

6. Quality Control Policy or Plan

7. Hiring procedures for checking all employees involved in the origination of loans (including application - closing) against, see below, (**ONLY if TPO does agency or gov't loans**)
- The U.S. General Services Administration Excluded Parties List,
  - The HUD Limited Denial of Participation List, and
  - The Federal Housing Finance Agency Suspended Counterparty Program List.

**THIS PACKAGE CONTAINS THE FOLLOWING REQUIRED DOCUMENTS FOR BECOMING AN APPROVED BROKER WITH JM:**

1. Broker Agreement – All pages must be completed
2. Compensation - Exhibit A Broker Compensation Plan
3. FHA Sponsorship – if applicable.
4. VA Sponsorship – if applicable.
5. Business Purpose Broker Agreement – if applicable.
6. Business Purpose State Sign-Up Agreement – if applicable.
7. Zero Fraud Policy Agreement
8. W-9

**NO ALTERATIONS, MODIFICATIONS OR AMENDMENTS TO THIS APPLICATION ARE ACCEPTED**

ACCOUNT EXECUTIVE NAME:	
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If you have questions or need assistance, please contact your Jet Mortgage Account Executive (“AE”) or Broker Desk by email at [brokerdesk@jetmortgage.com](mailto:brokerdesk@jetmortgage.com).

Thank you

**TPO Company Description**

**TPO Company Type** (check that which applies)

<input type="checkbox"/> Mortgage Broker	<input type="checkbox"/> Mortgage Banker	<input type="checkbox"/> Commercial Bank
<input type="checkbox"/> Credit Union	<input type="checkbox"/> State Chartered Savings	<input type="checkbox"/> Federally Chartered Savings
<input type="checkbox"/> Other:		

**Entity Structure Description** (check that which applies)

<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Other:		

**Company Information**

TPO Company Name:	
TPO Company Trade Names or DBAs:	
TPO Company/Headquarters Address:	
TPO Company mailing address if different from above:	
TPO Company website address:	
TPO Company Telephone:	
TPO Company Email:	
TPO Company NMLS ID (if applicable):	
TPO Company Ownership:	
<b>Owner(s)</b>	<b>Percentage of Ownership</b>

### TPO Company Disclosures

1. Has your company ever been suspended from selling or servicing mortgage loans from an investor?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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2. Has the company and/or principals or officers been named as a defendant in a lawsuit for alleged fraud or misrepresentation?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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3. Has the company ever (previously or currently) been named in any litigation or administrative proceeding?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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4. Has the company and/or principals or officers been named as defendants in any criminal proceeding, complaint, or have a conviction for fraud or misrepresentation in connection with any real estate activity?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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5. Has the company and/or principals or officers filed for protection from creditors under any provision of the bankruptcy code within the past 7 years?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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6. Has the company and/or principals or officers ever had a real estate or other professional license suspended or revoked or received any other action from a regulatory agency?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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7. Has any lender enforced or attempted to enforce a Hold Harmless or Repurchase clause of their correspondent or broker/TPO agreement with the TPO company or any of its principals or officer's?

Yes       No (If yes, please provide an explanation below. If more room is needed provide a LOX)

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### Mortgage Broker Agreement

This Mortgage Broker Agreement (“Agreement”) is entered into as of \_\_\_\_ day of \_\_\_\_ (month) \_\_\_\_ (year) (“Effective Date”) at Santa Ana, California, by and between **Jet Mortgage, a dba of Home Mortgage Alliance Corporation (“HMAC”)**, a California corporation (“Lender”), and \_\_\_\_\_ (“Broker”), a \_\_\_\_\_ (state and type of entity). Lender and Broker are also referred to herein individually as a “Party,” and collectively as the “Parties.”

#### RECITALS:

1. Broker is engaged in the business of arranging, negotiating, and/or brokering loans secured by residential real property (each, “Mortgage Loan”);
2. Lender accepts Mortgage Loan application packages (each, an “Application”) from mortgage brokers for funding consideration;
3. Lender and Broker desire to establish a non-exclusive relationship under which Broker will submit Applications for Mortgage Loans to Lender for funding consideration.

IN CONSIDERATION OF the mutual promises and covenants contained herein, Lender and Broker agree as follows:

#### Section I. Brokerage of Mortgage Loans

Broker agrees to broker Mortgage Loans to Lender, and Lender agrees to close and fund such Mortgage Loans subject to the terms and conditions of this Agreement. No obligation is created by this Agreement for Broker to broker or Lender to close and fund, a particular number of Mortgage Loans, or any Mortgage Loan.

#### Section II. Broker’s Representations and Warranties

##### Representations and Warranties with Respect to Mortgage Loans

Broker represents and warrants to and for the benefit of Lender, Lender’s successors and/or assigns, as to each Application submitted to Lender, and again at the time of Lender’s funding of any Mortgage Loan, that:

- a. The Application and Mortgage Loan originated according to acceptable industry standards and in compliance with all applicable statutes, regulations, ordinances, rules, and agency guidelines, then in effect;
- b. There are no agreements with the borrower other than those set forth in the Mortgage Loan documents and no cash or other consideration will be paid by any party to anyone other than through the escrow established to close the transaction (with the exception of compensation paid to Broker’s employees in compliance with the Loan Originator Compensation Rule 12 C.F.R. § 1026.36);
- c. All information contained in each Application, and in each document submitted by Broker in connection with each Mortgage Loan, including all signatures thereon, is genuine, complete and accurate; no such information has been changed or modified in any manner after its execution by Broker; no inaccurate, misleading or fraudulent information (including, without limitation, any information obtained from or concerning a borrower or the secured property, any credit report regarding the borrower, or any appraisal report regarding the secured property) has been provided to Lender in connection with a Mortgage Loan; and there is no information, nor has there been any omission of any information, that would contradict or render inaccurate any information or documentation submitted by Broker to Lender in connection with a Mortgage Loan;

- d. Broker has no knowledge of and has not concealed any information which would adversely or materially affect Lender's decision to fund a Mortgage Loan or which would otherwise cause a Mortgage Loan to be considered not of investment quality;
- e. To Broker's knowledge, the real property securing the Mortgage Loan is free and clear of all mechanics' liens or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Broker aware of any facts which could give rise to any such lien;
- f. Broker has complied with all applicable federal, state, and local statutes, regulations, ordinances, rules and agency guidelines applicable to Applications and Mortgage Loans including, but not limited to: the Truth-in-Lending Act, and Regulation Z; the Real Estate Settlement Procedures Act, and Regulation X; the Equal Credit Opportunity Act, and Regulation B; the Home Mortgage Disclosure Act, and Regulation C; the Fair Housing Act; the Fair Credit Reporting Act; the Flood Disaster Protection Act; the Bank Secrecy Act; all applicable federal and state statutes, regulations and/or rules governing fraud, predatory lending, filing of suspicious activity reports, mortgage loan originator compensation, lack of consideration, unconscious ability, consumer credit transactions, consumer protection, interest or other charges, licensing and mortgage insurance; and all requirements imposed by the Consumer Financial Protection Bureau and other applicable federal and state boards commissions, bureaus and instrumentalities;
- g. To Broker's knowledge, no Mortgage Loan is the subject of, and there are no facts which could give rise to, litigation which could affect Lender's ability to enforce the terms of the obligation or its rights under the Mortgage Loan documents;
- h. To Broker's knowledge, no improvement located on or being part of the real property security is in violation of any applicable zoning law, building permit ordinance or regulation;
- i. To Broker's knowledge, there is no proceeding pending for total or partial condemnation of any real property security and said real property is free of substantial damage (including, but not limited to, any damage by fire, earthquake, windstorm, flood, vandalism or other casualty) and in good repair;
- j. To Broker's knowledge, there are no circumstances or conditions with respect to any Mortgage Loan, real property security and/or the borrower's credit standing that reasonably could be expected to cause an institutional investor to regard any Mortgage Loan as an unacceptable investment, cause any Mortgage Loan to become delinquent or adversely affect the value or marketability of any Mortgage Loan;
- k. All statements made by the borrower in each Application including, without limitation, all statements regarding the borrower's income and his/her occupancy of the real property security, and all documents submitted by Broker related to the Mortgage Loan, are true, correct, and complete (in recognition of the reduced level of culpability for fraud the Broker was not responsible for, or does not have knowledge of, the Parties agree the reduced remedy contained in Section 6 would be appropriate in these circumstances);
- l. To Broker's knowledge, all parties to the Mortgage Loan documents have the legal capacity to enter into such documents; and
- m. To Broker's knowledge, the real property security for each Mortgage Loan complies with all applicable federal, state and local legal and regulatory requirements pertaining to environmental matters, and no hazardous material has been or was incorporated in, stored on or under, or released from, treated on, transported to or from and/or disposed on or from the real property security. Broker represents and warrants that neither it nor, to Broker's knowledge, the borrower has received notification from any federal, state or other governmental authority relating to hazardous material on or affecting the real property security or to any potential or known liability under any environmental law arising from the ownership or operation of the real property security.

## Section III. Other Representations and Warranties

A Broker further represents and warrants to and for the benefit of Lender, and Lender's successors and/or assigns that as of the date first set forth above, on the date of the submission to Lender of an Application, and again at the time of Lender's funding of each Mortgage Loan hereunder, that:

- a. Broker is duly organized, validly existing and in good standing under the laws of the jurisdiction of Broker's organization, Broker is qualified, licensed, approved, registered and/or authorized as necessary to transact business, including the arranging, negotiating and origination of the Mortgage Loans, and each of Broker's employees are properly qualified, licensed, approved, registered and/or authorized as necessary to perform their services for and on behalf of Broker, including the arranging, negotiating and origination of the Mortgage Loans;
- b. Broker has, and will maintain during the term of this Agreement, the requisite power and authority to enter into, and perform its obligations under, this Agreement.
- c. This Agreement has been duly authorized, executed, and delivered to Lender and constitutes a valid, legally binding and enforceable agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally, and by general equity principles;
- d. The execution and performance of this Agreement will not violate any provision of any organizational document, instrument, agreement, judgment, order, statute, or regulation by which Broker is bound or to which it is a party or require the consent of any other person or governmental authority (unless such consent has been obtained);
- e. There is no action, proceeding, or investigation pending or, to Broker's knowledge, threatened, that has or would have an adverse effect on Broker's performance of its obligations under this Agreement or which questions the validity of this Agreement or of any action taken or to be taken pursuant thereto;
- f. No consent, approval, authorization or order of any court, government body or any other person or entity is required for the execution, delivery and performance by Broker of this Agreement;
- g. Broker is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order, or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Broker to perform its obligations under this Agreement, including, without limitation, Broker's purchase and indemnification obligations pursuant to this Agreement;
- h. To Broker's knowledge, no statement, report, document or other information provided by Broker to Lender, or to be provided by Broker to Lender pursuant to this Agreement contains, or will contain, any misrepresentation or untrue statement of fact, or omission of fact necessary to make the information contained therein not misleading;
- i. Broker is not and has never been, the subject of disciplinary proceedings, license suspension or revocation by Fannie Mae, Freddie Mac, Ginnie Mae, HUD, FHA, VA or any other governmental or quasi-governmental agency or regulatory body which have not been disclosed in writing to Lender and does not and will not employ any Person that is or has been subject to such actions.

## Section IV. Performance Requirements

### Submission of Applications

Subject to the terms of this Agreement, Broker may from time-to-time submit to Lender Applications for Mortgage Loans in accordance with the lending program requirements provided to Broker by Lender, which requirements, as may be in effect from time, are incorporated herein by reference; provided, however, that any such submission, in and of itself, shall not be construed as creating any obligation on the part of Lender to accept any Application(s) from

Broker or, after acceptance, to fund a Mortgage Loan. Lender shall have sole discretion in connection with all funding decisions. All Mortgage Loans shall close in Lender's name. Broker shall not represent to any borrower that Lender has approved or will approve and/or fund any Mortgage Loan until such time as Lender has so informed Broker in writing. At the time of the submission of any Application, Broker shall properly prepare and furnish to Lender, in the form required, such information, items or documents as Lender may require, and shall provide any additional documentation requested, including information Lender requires complying with applicable federal laws and regulations.

### **Accuracy of Information**

Broker will make such investigations and inquiries as reasonably required to verify the truthfulness and completeness of all information related to an Application for a Mortgage Loan. If at any time during the period between the submission of an Application and the closing and funding of a Mortgage Loan, Broker learns, or has reason to believe, that any such information or its representations and/or warranties are no longer accurate, Broker shall immediately provide notice thereof to Lender. Broker acknowledges that Lender has relied, and will continue to rely on, all information submitted by Broker along with all of Broker's representations, warranties and covenants given in this Agreement, regardless of whether Lender had the opportunity to, or did, independently verify or investigate any of the information submitted by Broker at any time, whether prior to funding or thereafter.

### **A. Underwriting**

Underwriting approval shall be at the sole discretion of Lender. Lender may change its underwriting standards at any time during the term of this Agreement at Lender's sole and absolute discretion and without prior notice to Broker.

### **B. Form of Applications and Documentation**

All Applications, and all documents related thereto, shall be in a form and substance approved by Lender. Lender may, in its sole and absolute discretion, change the form or content of any information related to an Application and/or Mortgage Loan.

### **C. Disclosures**

Broker shall timely give all consumer disclosures required to be made by Broker under federal and state law, including those related to Broker's compensation. Broker agrees that it will not accept from or give to any person, directly or indirectly, any commission, fee, or other thing of value other than as disclosed in accordance with and permitted under Section 8 of the Real Estate Settlement Procedures Act and other applicable federal and state law, and that the total compensation Broker receives on Mortgage Loans covered by this Agreement, including any compensation received from a borrower, is for goods or services which Broker in fact rendered and does not exceed the fair market value of the goods and services actually provided and/or performed by Broker in its geographical area.

### **A. Government Loans**

As to each Application delivered by Broker to Lender for a Mortgage Loan intended to be insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veteran Affairs ("VA"), Broker represents and warrants that:

- a. Broker has fully complied with all requirements, standards and guidelines under applicable FHA and VA regulations, as amended from time to time, pertaining to residential mortgage loan origination including, without limitation, those set forth in various Handbooks published by the U.S. Department of Housing and Urban Development and by the VA; and
- b. Broker has taken no action or failed to take any action, the effect of which would prevent Lender from obtaining FHA insurance or VA loan guaranty or which at any time would invalidate, in whole or part, the FHA insurance

or VA loan guaranty, on any submitted FHA or VA loan Application which is subsequently approved, closed and funded by Lender.

**B. Broker Duty of Continuing Cooperation**

Broker agrees to comply with requests from Lender for additional documentation and/or information related to any Application or Mortgage Loan in which Broker was involved, whether directly or indirectly, and whether such request for documentation and/or information relates to the origination of a Mortgage Loan, Lender's sale of a Mortgage Loan, a deficiency in any Mortgage Loan sold to an investor, a request that Lender repurchase a Mortgage Loan from an investor or for any other purpose.

**C. Quality Control**

**Broker shall conduct periodic quality control reviews of its brokering and origination operations and, upon the request of Lender, provide copies of its findings to Lender.** Lender shall have the right, in its sole discretion, to review all of Broker's files (at Broker's facilities) relating to the Mortgage Loans for quality control purposes. Broker agrees to make such files available to Lender for inspection upon receipt of written notice from Lender. Broker agrees to cooperate in any examinations by federal or state regulatory agencies related to Broker's activity under this Agreement. Broker agrees to assist Lender in the conduct of any such audit and/or review and to provide Lender with any information or documents in its possession that Lender may reasonably request. Broker further acknowledges that any failure to cooperate in any such audit and/or review or any discrepancies found during such audits and/or reviews are grounds for immediate termination of this Agreement. In addition, upon discovery of such discrepancy, Lender may notify any applicable state or federal agency of such discrepancy.

**D. Broker Compensation**

- a. **Compensation.** Broker's compensation in consideration for the services performed under this Agreement shall be as described on the Compensation Addendum attached hereto. Broker shall maintain records of all compensation payable to its agents and/or employees involved in loan origination for a three (3) year period from the date a Mortgage Loan is funded by Lender and, at Lender's request, Broker shall produce any or all such compensation records to Lender.
- b. **Taxes.** Any compensation paid by Lender to Broker under this Article IV shall exclude all taxes and duties of any kind, if any, which either Party is required to pay with respect to the goods and services covered by this Agreement.

## **Section V. Mortgage Loan Purchase Requirements and Reimbursement**

**A. Mortgage Loan Purchase Requirements**

Broker shall, within five (5) days of receipt of written notice from Lender, purchase from Lender (or the assignee of Lender), at a price calculated pursuant to Section 5(E)-(F) below, any Mortgage Loan:

- a. Wherein there is evidence of fraud by Broker or any other person for whom Broker was responsible, or had knowledge of, in the origination of the Mortgage Loan;
- b. In which Broker has failed to observe or perform any requirement imposed under this Agreement, or there is a breach in any respect of any of the representations and warranties or agreements contained in this Agreement;
- c. Which Lender is unable to sell, without sustaining a loss, within forty-five (45) days of funding due to an improper or unlawful act of the Broker; or
- d. Which Lender is required to repurchase from an investor due to an improper or unlawful act of the Broker.

**B. Foreclosure of Real Property Security**

It is agreed by the Parties that Broker's purchase obligation with respect to a Mortgage Loan shall not be eliminated or discharged by the fact that the real property securing the Mortgage Loan has been foreclosed upon and said real property has been acquired by Lender or a third party or by whether Lender has repurchased such Mortgage Loan from the investor.

**C. Set Off**

In the event Lender has made demand on Broker to purchase a Mortgage Loan pursuant to the terms of this Agreement, Lender shall have the right to withhold any monies otherwise due Broker in connection with any Mortgage Loan which is the subject of the purchase obligation, or in connection with any other Mortgage Loan submitted by Broker under this Agreement, until the purchase obligation is satisfied, in full.

**D. Wire Transfer**

Any purchase shall be accomplished by wire transfer from Broker to Lender of immediately available funds in an amount equal to the Purchase Price as set forth herein. Upon receipt by Lender of Broker's funds for the purchase, Lender shall release to Broker the related Mortgage Loan file then in Lender's possession or control and shall execute and deliver to Broker such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in Broker, or its designee, title to such purchase Mortgage Loan. Broker shall issue the cost of recording of assignments and all costs of transfer of any purchased Mortgage Loan.

**E. Purchase Price**

The price to be paid by Broker ("Purchase Price") to Lender, or the assignee of Lender, for Mortgage Loans subject to purchase pursuant to this Agreement shall be:

- a. The unpaid principal balance of such Mortgage Loan if it has been pooled or sold. If such Mortgage Loan has not been pooled or sold by Lender, the Purchase Price shall be at the original face amount of the Mortgage Loan, less principal reduction since the original funding of the Mortgage Loan by Lender; plus
- b. All interest accrued but unpaid on the principal balance of the Mortgage Loan from the paid to-date of the Mortgage Loan through and including the last day of the month in which the purchase is made; plus
- c. All expenses including, but not limited to, reasonable fees, attorney fees and expenses incurred by Lender in enforcing Broker's obligation to purchase such Mortgage Loan; plus
- d. All compensation paid by Lender to Broker with respect to such Mortgage Loan; plus
- e. All fees, interest, charges and expenses incurred by Lender in connection with the warehousing of the Mortgage Loan; plus
- f. Any un-reimbursed advances made by Lender with respect to such Mortgage Loan including, but not limited, to payments authorized by the Mortgage Loan documents or law to protect the security interest; plus
- g. Any un-reimbursed advances of taxes or insurance made by Lender with regard to such Mortgage Loan as of the date of purchase; less
- h. Any proceeds of mortgage insurance with respect to the Mortgage Loan collected by Lender.

F. If a Loan is a Purchase Remedy Mortgage Loan, then Company shall provide notice to Broker that Broker must repurchase such Loan, and Broker will purchase such Loan from Company. In such event, the purchase price that Broker will pay to Company will be the sum of (i) the unpaid principal owed on the Loan, plus (ii) accrued interest owing on the Loan, plus (iii) all lender paid compensation, if any, paid to Broker by Company with regard to the Loan as well as all monies that Broker received at the direction of borrower which borrower received from Lender in the form of credits or such fees as paid by Borrower to Broker as borrower-paid compensation with regard to such loans, plus (iv) a repurchase fee plus (v) Company's costs for collecting and securing the Loan including foreclosure costs, attorney fees, property preservation fees and advances for real estate taxes, insurance and other property expenses, plus (vi) any penalties or other amounts other than those listed above paid to third parties with respect to the repurchase.

- a. **“Purchase Remedy Mortgage Loan”** means a Loan that (i) at the sole discretion of Company, after its consideration of relevant facts and circumstances, is the subject of a fraud, misrepresentation or material omission, (ii) a Loan with regard to which, Broker or any of its employees are not properly licensed if and as required under Applicable Law, (iii) a Loan that a third party requested Company repurchase.

## **Section VI. Premium Recapture Requirements and Reimbursements**

### **A. Premium Recapture Requirements**

Broker shall, within fifteen (15) calendar days after receipt of written notice from Lender, refund to Lender, a Price Calculated pursuant to Section 6.E. below, in the event:

- a. A Loan that at the sole discretion of Company, after its consideration of relevant facts and circumstances, is the subject of a fraud, misrepresentation or material omission, in which the provisions and remedies under Section 5 would also apply.
- b. A Loan for which one (1) or more of the first six (6) payments due is paid more than thirty (30) days after the date on which such payment was due.
- c. A Loan which is paid in full on or before one hundred eighty (180) days after its consummation.

### **B. Foreclosure of Real Property Security**

It is agreed by the Parties that Broker’s refund obligation with respect to a Mortgage Loan shall not be eliminated or discharged by the fact that the real property securing the Mortgage Loan has been foreclosed upon and said real property has been acquired by Lender or a third party or by whether or not Lender has repurchased such Mortgage Loan from the investor.

### **C. Set Off**

In the event Lender has made demand on Broker for refund pursuant to the terms of this Agreement, Lender shall have the right to withhold any monies otherwise due Broker in connection with any Mortgage Loan which is the subject of the refund obligation, or in connection with any other Mortgage Loan submitted by Broker under this Agreement, until the refund obligation is satisfied, in full.

### **D. Wire Transfer**

Any refund shall be accomplished by wire transfer from Broker to Lender of immediately available funds in an amount equal to the Premium Recapture Price as set forth herein.

### **E. Premium Recapture Price**

The refund to be paid by Broker (“Premium Recapture Price”) to Lender, or the assignee of Lender, for Mortgage Loans subject to refund pursuant to this Agreement shall be all compensation received by Broker from Lender pursuant to this Agreement.

### **F. Indemnification**

Broker agrees to indemnify, defend, and hold Lender, its officers, directors, shareholders, employees, agents, affiliates, and their respective successors and assigns, (collectively, the “Indemnitees”) harmless from and against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including reasonable attorneys’ fees and costs by whomsoever asserted, relating to, arising out of, based upon, or resulting from: (a) a breach by Broker of any representation, warranty, covenant, term, condition or obligation contained in or made pursuant to this Agreement; (b) a failure by Broker to disclose any information that renders any representation, warranty or covenant contained in or made pursuant to this Agreement which was misleading or inaccurate; (c) any information provided by or through Broker to Lender on an Application, or elsewhere, that, to was factually inaccurate, incomplete, false or misleading; (d) Broker’s negligence, willful misconduct, or bad faith; (e) any purchase under

Section 5 above; and (f) any event for which purchase may be demanded by Lender under Section 5 above if Lender elects not to demand purchase by Broker. Any dispute between Lender and Broker with respect to indemnification shall be resolved in accordance with Article IX of this Agreement. This Article VI shall survive any purchase, sale or transfer of any Mortgage Loan or any interest therein by any of the Indemnitees, the foreclosure or liquidation of the Mortgage Loan, any sale of the real property security, and the termination of this Agreement.

## **Section VII. General**

### **A. Non-exclusive Engagement**

Broker acknowledges that it is not now and will not be, the exclusive provider of mortgage brokerage services to Lender and that Lender has made no representation as to any volume of Applications which it may accept or approve from Broker or from any other source. Lender acknowledges that Broker has no obligation to provide Mortgage Loan Applications to Lender.

### **B. Independent Contractor**

The relationship between the Parties is strictly contractual and shall not be construed as a joint venture, agency relationship, partnership or other employment relationship between the Parties. At all times the Parties are independent of one another, and Broker has no authority to represent itself, or hold itself out as, an agent of Lender.

### **C. Assignment**

Broker may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Lender, which consent may be withheld in Lender's sole and arbitrary discretion. Lender, in its sole discretion, may assign its rights and benefits hereunder, and delegate its duties and obligations hereunder.

### **D. Confidential Information**

- a. Borrowers. "Borrower Confidential Information" shall mean and refer to all written information provided by Lender to Broker in connection with Lender's loan programs, including policies, guidelines, credit criteria, Proprietary Documents, as defined in Section VII(I), business practices, plans or proposals, all information provided by Lender to Broker regarding a borrower's transactions which are the subject of this Agreement and Borrower Confidential Information. "Borrower Confidential Information" shall mean and refer to any record containing non-public personal information as defined by federal law, including, but not limited to, the Gramm-Leach-Bliley Act, as amended, any regulations promulgated thereunder, and any other information protected by applicable state law pertaining to a borrower, regardless of the form in which it is handled or maintained, and includes, without limitation, bank and credit card account numbers, income and credit information and social security numbers. Borrower Confidential Information shall not include any information that: (i) enters the public domain other than as a result of disclosure by Broker; (ii) with the exception of Borrower Confidential Information, is known by Broker at the time it is disclosed by Lender, as shown by Broker's records; (iii) with the exception of Borrower Confidential Information, is independently developed by Broker at any time, as shown by Broker's records; or (iv) is rightfully obtained by Broker from an independent third party who does not have an obligation of confidentiality to Lender.
- b. All Borrower Confidential Information shall be held in the strictest confidence and will not be disclosed by Broker or its officers, directors, employees, affiliates, agents, advisors, or representatives (collectively, "Representatives"), except as specifically permitted by the terms hereof. Broker and its Representatives will use Borrower Confidential Information solely for the purpose of this Agreement, will not use Borrower Confidential Information for any other purpose, and will not disclose or communicate Borrower Confidential Information in any manner whatsoever, directly or indirectly, to any third party without the prior written consent of Lender, unless disclosure is expressly permitted under Section VII (D)(b). Broker further agrees that

Borrower Confidential Information will be disclosed only to such of its Representatives who need to examine such Borrower Confidential Information for the purposes described in this Section VII (D)(b). Before being provided with any Borrower Confidential Information, each such Representative shall be informed by Broker of the confidential nature of the Borrower Confidential Information and the terms of this Agreement, shall be directed by the Broker to treat Borrower Confidential Information confidentially, and shall agree to abide by each provision of this Agreement. Broker shall in any event be responsible for and agrees to indemnify and hold Lender harmless from and against, any and all liability arising out of any breach of this Section VII (D)(b). by Broker or any of Broker's Representatives.

- c. Broker shall take all necessary precautions to keep confidential all Borrower Confidential Information and shall take all necessary precautions to ensure observation of this Agreement by its Representatives. All Borrower Confidential Information shall remain the exclusive property of Lender. Upon request by Lender, Broker shall promptly surrender to Lender any and all Borrower Confidential Information in Broker's possession or under Broker's control and shall surrender all Borrower Confidential Information to Lender promptly and without request upon termination of the Agreement. Neither Broker nor its Representatives shall retain any copies of Borrower Confidential Information, subject, however, to any requirement under applicable law that Broker retain copies of Borrower Confidential Information, including copies of Proprietary Documents completed with Borrower Confidential Information.
- d. Until Lender has approved a Mortgage Loan and the borrower has accepted the offer of credit, Broker can disclose Borrower Confidential Information to third parties as permitted by borrower. In the event that Broker or any of its Representatives is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation, governmental requirements, or similar process) to disclose any Borrower Confidential Information, Broker will provide Lender with prompt notice of such requests so that Lender may seek an appropriate protective order, or if appropriate, waive compliance with the provisions of this Section. Broker represents and warrants that it will use its best efforts to assist Lender in obtaining any such protective order. Broker may disclose Borrower Confidential Information relating to a Mortgage Loan if requested or required by Broker's regulatory authority, subject to the notification provisions of this Section VII (D)(b).
- e. Broker agrees to develop, implement, and maintain a comprehensive information security program which contains administrative, technical and physical safeguards appropriate to the size and complexity of Broker's business and the sensitivity of any Borrower Confidential Information. Such safeguards shall be adequate to ensure the security and confidentiality of Borrower Confidential Information, to protect against any anticipated threats or hazards to the security of such information and to protect against the unauthorized access to or use of Borrower Confidential Information which could result in substantial harm or inconvenience to any borrower. Broker further agrees that such Borrower Confidential Information will be used only for the limited purpose(s) for which it has been disclosed and for no other purpose.
- f. Broker acknowledges that a breach of this Section VII may result in continuing and irreparable damages to Lender for which there may be no adequate remedy at law. Notwithstanding anything to the contrary contained elsewhere herein, Broker hereby grants Lender the right to appear at any time in any court of law and to obtain an order against Broker and/or its Representatives enjoining and/or restraining Broker and/or its Representatives from using and/or disclosing Borrower Confidential Information.

#### **E. Unfair Competition and Lender Confidential Information**

- a. Lender Confidential Information. All records and files of the Lender are property of the Lender and considered lender confidential information ("Lender Confidential Information"). Broker not is authorized to copy or disclose any file or record Lender Confidential Information, which includes all letters or any other information concerning transactions with customers, Applications, customer lists, Broker lists, payroll or personnel records of past or present Brokers, financial records of the Lender, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors and documents concerning operating procedures of the Lender. All telephone calls, letters, or other requests for information regarding the

Lender should be immediately directed to the Office Manager or the President. Broker agrees at all times during the term of his/her relationship with the Lender and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Lender to the extent necessary to perform obligations to the Lender under the relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the President of the Lender, any Lender Confidential Information that Broker receives, obtains or creates.

- b. Broker further agrees not to make copies of such Lender Confidential Information except as authorized by the Lender.
- c. Broker understands that Lender Confidential Information means any Lender proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers/transactions (including, but not limited to, customers of the Lender on whom Broker called or with whom Broker became acquainted during the relationship), prices and costs, markets, developments, inventions, processes, technology, designs, drawings, regulatory information, marketing, licenses, finances, budgets or other business information disclosed to him/her by the Lender either directly or indirectly in writing, orally or by drawings or observation or created by him/her during the period of the relationship, whether or not during working hours.
- d. Broker understands that Lender Confidential Information includes, but is not limited to, information pertaining to any aspects of the Lender's business that is either information not known by actual or potential competitors of the Lender or other third parties not under confidentiality obligations to the Lender, or is otherwise proprietary information of the Lender or its customers or suppliers, whether of a technical nature or otherwise.
- e. In addition, Broker understands that Lender Confidential Information shall also include all Borrower Confidential Information that Broker receives or obtains during the negotiation or performance of this Agreement, whether such information is oral or written, and whether or not labeled as confidential by the Lender.
- f. Broker further understands that Confidential Information does not include any of the foregoing items that have become publicly and widely known and made generally available through no wrongful act of Broker or of others who were under confidentiality obligations as to the item or items involved.

#### **F. Prior Obligations**

Broker represents that its performance of all terms of this Agreement has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by it prior or subsequent to the commencement of its relationship with the Lender, and Broker will not disclose to the Lender or use any inventions, confidential or non- public proprietary information or material belonging to any previous, client, employer or any other party.

- a. Broker will not induce the Lender to use any inventions, confidential or non- public proprietary information, or material belonging to any previous client, employer or any other party.
- b. Broker represents that it is not a party to any agreements (e.g., non- competition agreements, non-solicitation of customers agreements, other non-solicitation agreements, confidentiality agreements, inventions agreements, etc.) with a former employer, or any other person or entity, that may restrict its ability to enter into a brokering relationship with the Lender, or otherwise relate to or restrict its ability to perform any obligation Broker may have to the Lender.

#### **G. Third Party Information.**

Broker recognizes that the Lender has received and, in the future, will receive confidential or proprietary information from third parties subject to a duty on the Lender's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Broker agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my Broker's for the Lender consistent with the Lender's agreement with such third party.

**H. Privacy Policies**

Broker hereby represents and warrants to the Lender that its Privacy Notices and Privacy Policies, if applicable, are consistent with the U.S. Federal Trade Commission's procedures, rules and regulations, as applicable and as amended from time-to-time, the California Consumer Privacy Act and its implementing regulations, as applicable and as amended from time-to-time and comply with acceptable trade practices.

**I. Publicity and Proprietary Documents**

- a. Broker may not refer to, use, display, nor permit the use or display of, the name of Lender, or any derivations thereof, or any signs, symbols, trademarks, service marks, slogans, or logos owned, licensed, or used by Lender or its affiliates or in any way associated with the name of Lender or its affiliates directly or indirectly, including without limitation in any advertising or promotional materials, print media, press release, electronic media, web page advertising, or internet advertising without the prior written consent of Lender, which consent may be withheld in Lender's sole and arbitrary discretion.
- b. Broker will use any forms, agreements, or documents created or prepared by Lender and provided to Broker (the "Proprietary Documents") solely for the purpose of this Agreement and will not use or permit the use of Proprietary Documents by any of its Representatives for any other purpose. Broker may not reproduce or enter any Proprietary Document into any computerized or electronic database or system without the prior written consent of Lender, which consent may be withheld in Lender's sole and arbitrary discretion. Broker will immediately return to Lender all unused Proprietary Documents, including all copies thereof, upon termination of this Agreement.

**J. Reporting**

- a. Broker acknowledges and agrees that Lender may report information regarding any Application for, or documents related to, a Mortgage Loan wherein Lender has determined, in its sole discretion, that said information contains misrepresentations and/or irregularities, to the applicable regulatory agency and/or to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker agrees that it and/or its Representatives may be named as the originating entity or loan originator(s) on any such Mortgage Loan. Broker acknowledges the importance of Lender's right, and necessity to the public, of disclosing such information. Broker, for itself and its Representatives, hereby releases Lender, its officers, directors, shareholders, employees, agents, affiliates and their respective successors and/or assigns from any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including reasonable attorneys' fees and court costs, both direct and indirect, that may arise from the reporting or use by any database subscriber of any information submitted by Lender, with respect to Broker and/or its Representatives, to any mortgage industry background database, including MIDEX.

**K. NO SOLICITATION; RESCISSION; EARLY PAYOFF; EARLY PAYMENT DEFAULT**

- a. If Lender approves an Application Package hereunder, Broker covenants and agrees that it will not solicit or encourage, directly or indirectly, that Borrower obtain a mortgage loan from another Lender or refinance a Mortgage Loan closed pursuant to this Agreement. General mass media advertising by Broker shall not be prohibited by this Agreement. Nor shall Broker be prohibited from doing business with a Borrower who initiates contact with Broker.
- b. Within ten (10) days after Lender notifies Broker of the following events, Broker shall refund to Lender any compensation Lender paid to Broker in connection with a Mortgage Loan: (i) which is paid in full on or before one hundred eighty (180) days after its consummation; or (ii) where the Borrower fails to pay any amount due within thirty (30) days of the payment due date for any one (1) of six (6) of the first payments, even if such default is subsequently cured.

### L. Termination

Either Party may terminate this Agreement, with or without cause, upon ten (10) days written notice to the non-terminating Party sent to the address set forth at Section 12.G. Lender shall pay Broker, subject to the terms and conditions of this Agreement, for services provided, performed, and accepted in connection with closed Mortgage Loans originated by Broker prior to the effective date of termination, and Broker shall continue to provide and perform services on Mortgage Loans approved by Lender prior to the effective date of termination, but Broker shall cease accepting any new Applications for Mortgage Loans on the effective date of termination. Broker agrees to safeguard, remove, and deliver to Lender all property including all Confidential Information belonging to Lender in Broker's possession at the time this Agreement is terminated. After any termination of this Agreement, the provisions of this Agreement (including the obligations under Sections 5 and 8.G.) shall continue to apply to any Mortgage Loan previously closed and funded by Lender under this Agreement.

### M. No-Hire

During the term of this Agreement, and for a period of twelve (12) months after its termination, Broker will not, without the prior written consent of Lender's President or Chief Executive Officer, directly or indirectly, hire or attempt to hire, whether as an employee, consultant or otherwise, any person who is then, or who at any time during the preceding twelve (12) month period was, an employee of Lender or its affiliates. In addition to all other rights and remedies, Lender may terminate this Agreement immediately upon Broker's breach of this Section 11.

## Section VIII. Miscellaneous Provisions

- A. **Time is of the essence.** It is expressly agreed by the Parties hereto that time is of the essence with respect to this Agreement including, but not limited to, any provisions for the delivery of services and of any notice allowed or required herein.
- B. **Section Headings.** Article and section headings are included for convenience only and are not to be used to construe or interpret this Agreement.
- C. **No Waiver.** No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy.
- D. **Survival.** The covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement.
- E. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other by facsimile transmission shall be binding upon the sending Party to the same extent as a signed original of this Agreement.
- G. **Notices.** All notices permitted or required to be delivered hereunder shall be in writing and shall be deemed to have been properly given: a) seventy-two (72) hours after being sent by certified mail, return receipt requested; b) twenty-four (24) hours after being sent by national overnight courier; c) on delivery, if personal delivery to the named individual addressees; or, d) if sent by facsimile, on receipt if receipt was orally confirmed by the recipient. All such notices permitted or required to be delivered hereunder shall be addressed as follows:

If to Broker: \_\_\_\_\_ If to Lender: \_\_\_\_\_

- H. **Remedies.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies and a Party may seek any remedy generally available at law or in equity
- I. **Third Party Beneficiaries.** This Agreement has been made by and is solely made for the benefit of the Parties. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended,

or shall be construed, to confer upon or give any person or entity, other than Broker and Lender, and Lender's successors and/or assigns, any rights or remedies under or by reason of this Agreement.

- J. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of laws principles Integration. Except as expressly stated to the contrary herein, this Agreement contains the final and entire agreement of the Parties and all other agreements whether oral or written made with respect to the subject matter and the transactions contemplated by this Agreement shall have no force or effect. Except as expressly stated herein, no amendments, supplements or waivers of any provision of this Agreement shall be valid unless made in an instrument in writing and signed by authorized representatives of both Parties.
- K. **Offset.** Amounts past due and owing by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments or other indebtedness then or thereafter owed by Lender to Broker.
- L. **Interpretation.** Any ambiguities in this Agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting. This Agreement will not be construed against any Party by reason of its preparation.
- M. **Further Assurances.** The Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their respective obligations hereunder to carry out the intent of this Agreement.
- N. **Attorney's fees.** In the event that litigation is initiated by either Party to enforce the terms of this Agreement, the prevailing Party on a claim based in contract shall be entitled to reasonable attorneys' fees incurred in connection with such contract claim.
- O. **Modification.** Lender may amend this Agreement by addendum. Any such amendments must be in writing.

IN WITNESS WHEREOF, the Parties have executed this Mortgage Broker Agreement as of the Effective Date:

Jet Mortgage, a dba of Home Mortgage Alliance Corporation (HMAC)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Lender Name

\_\_\_\_\_  
Lender Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Owner Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

**COMPENSATION ADDENDUM**

This Compensation Addendum to the Broker Agreement dated as of \_\_\_\_\_ by and between **Jet Mortgage, dba of Home Mortgage Alliance Corporation (HMAC)** with NMLS # 1165808 and \_\_\_\_\_ with NMLS # \_\_\_\_\_ (“Broker Agreement”) shall establish the compensation payable under the Agreement. Any capitalized terms defined in the Broker Agreement to which this Compensation Addendum is attached shall have the same meaning when used herein.

1. **Compensation.** Broker may receive compensation for performance of its duties under this Agreement either as a Borrower Paid transaction or as a Lender Paid transaction. Broker shall disclose such compensation to each borrower in accordance with applicable law, including the Real Estate Settlement Procedures Act (“RESPA”) and the Truth-in-Lending Act (“TILA”).
2. **LENDER-PAID COMPENSATION PERCENTAGE:**

<input type="checkbox"/> 1.000%	<input type="checkbox"/> 1.125%	<input type="checkbox"/> 1.250%	<input type="checkbox"/> 1.375%	<input type="checkbox"/> 1.500%
<input type="checkbox"/> 1.625%	<input type="checkbox"/> 1.750%	<input type="checkbox"/> 1.875%	<input type="checkbox"/> 2.000%	<input type="checkbox"/> 2.125%
<input type="checkbox"/> 2.250%	<input type="checkbox"/> 2.375%	<input type="checkbox"/> 2.500%	<input type="checkbox"/> 2.625%	<input type="checkbox"/> 2.750%

3. **Change to Lender Paid Compensation.** Lender will evaluate the compensation paid to Broker quarterly, on January 1, April 1, July 1, and October 1, and prospectively revise the compensation it pays hereunder. Lender shall have the right, at its sole discretion, to modify Lender Paid Compensation, in whole or in part, at any time on a prospective (but not a retroactive) basis. In such event, Lender shall issue and deliver to Broker a new schedule of Lender Paid Compensation which reflects such changes, and which shall, as of the effective date stated thereon, supersede, and replace the prior Lender Paid Compensation amounts. Upon modification, the calculations herein will apply to all transactions with a locked rate that is prior to the effective date of such modification.
4. **No Third-Party Compensation.** Broker hereby understands and agrees that Broker or any agent of Broker, may not be compensated in any manner by borrower, or a third- party, outside of the loan transaction. This provision shall not prohibit a Broker from being compensated from a third party for another unrelated loan transaction.
5. **Lender paid Compensation.** Not all programs or products permit Lender Paid Compensation. Lender reserves the right to permit or not permit Lender Paid Compensation at its sole and absolute discretion, with or without prior notice to Broker.

\_\_\_\_\_  
Broker name and signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jet Mortgage representative name and signature

\_\_\_\_\_  
Date

## **SPONSORSHIP OF BROKER FOR FHA MORTGAGE LOANS**

Whereas ("Broker") wishes to be sponsored by Jet Mortgage ("Lender"), to originate and process FHA loans to be presented to Lender for underwriting and funding, the parties agree to the following:

### **FHA SPONSORSHIP**

Lender may at its sole option, sponsor the Broker to originate and process FHA loans with Lender. Lender may at any time, with or without cause, notify the Broker that Lender will terminate Lender's sponsorship of the Broker. As of the effective date of the termination, Lender shall cease accepting Loan Application Packages which are FHA Mortgage Loans with the Broker.

### **COMPLIANCE WITH LENDER'S REQUIREMENTS**

Should Lender sponsor the Broker as an FHA Originator, the Broker shall comply with all of Lender's requirements including Lender's policies with respect to Compensation. The Broker acknowledges that Lender alone shall underwrite all Applications for FHA Mortgage Loans, and that all approved FHA Mortgage Loans shall be closed and funded in the name of Lender.

### **FHA MORTGAGE LOANS**

Broker, upon sponsorship by Lender will be sponsored as an FHA Originator, the Broker shall comply in all respects with all lending requirements of FHA and all requirements of FHA pertaining to or governing FHA Originators, respectively. For each FHA Mortgage Loan, the Broker shall obtain an FHA Approval by Lender and cause all conditions for the FHA approval to be met.

### **GNMA REQUIREMENTS**

Each FHA Mortgage Loan shall comply with GNMA Requirements as of the date of the closing of such FHA Mortgage Loan.

### **NOTIFICATION OF DISCIPLINARY OR OTHER ACTION BY FHA, HUD, GNMA, ANOTHER LENDER OR ANY AGENCY**

The Broker shall notify Lender in writing within 10 days following the initiation or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA, HUD, GNMA, another Lender or any Agency or if any pending investigation by FHA, HUD or GNMA, another Lender, or any Agency against the Broker or any of the Broker's affiliated companies, or against any of the directors, officers, employees, or agents of either the Broker or any of the Broker's affiliated companies.

### **FHA MORTGAGE LOANS ELIGIBILITY**

Broker understands and agrees that FHA Mortgage Loans must be in full compliance with the Lender's requirements and, as applicable, the requirements of FHA as of the date of the FHA Approval is issued, provided, however, that the effective dates established by FHA for any amendments to that agency's rules or Lender or Lender's investor shall apply to the FHA Mortgage Loan. Each FHA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA mortgage loans.

**IN WITNESS WHEREOF**, the undersigned have executed or caused this addendum to be executed by their respective authorized officers/personnel.

(“BROKER’S LEGAL NAME”)

(“BROKER’S LEGAL NAME”) FHA SPONSORED ORIGINATORS INFORMATION

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Legal Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
DBA

\_\_\_\_\_  
Title

\_\_\_\_\_  
NMLS No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
EIN

**Lender**

\_\_\_\_\_  
Contact Email

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

\_\_\_\_\_  
Telephone No.

**Jet Mortgage**

\_\_\_\_\_  
Location Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### SPONSORSHIP OF BROKER FOR VA MORTGAGE LOANS

Please send this completed, signed and date form along with \$100 payment

Payment Made:

- Check payable to JET MORTGAGE for \$100
- Credit Card Payment made at [payment.homemac.com](http://payment.homemac.com) (In Other Section – indicate VA Application)

Sponsoring Lender: Jet Mortgage

Jet Mortgage Account Executive: \_\_\_\_\_

4 Hutton Centre Dr. | Suite 570

Santa Ana, CA 92707

949-652-7818

[info@jetmortgage.com](mailto:info@jetmortgage.com)

Agent VA ID No.: \_\_\_\_\_

Agent NMLS No.: \_\_\_\_\_

Agent Company Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Agent Company Street Address: \_\_\_\_\_

Agent Company City, State, Zip Code: \_\_\_\_\_

Agent Relationship with Jet Mortgage:  Broker  Principal/Agent

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

Agent Email Address: \_\_\_\_\_

Agent Phone No.: \_\_\_\_\_

Agent Fax No.: \_\_\_\_\_

Agent Federal ID No.: \_\_\_\_\_

Agent State(s) to Originate VA Mortgage Loans: \_\_\_\_\_

Number of Loans Closed in Past Year: \_\_\_\_\_



## Broker Application Package

Please attach a check for \$100 payable to: Jet Mortgage. Send to the address listed on Page 1 of this document. If not received within 30 days of form submittal, VA access will be subject to termination.

I, hereby, certify that the employees of our company who will originate or process VA mortgage applications have read and are familiar with the VA Lender's Handbook.

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Signature of Agent's Authorized Representative

---

Title

---

Type/Printed Name of Agent's Authorized Representative

---

Date



Department of Veterans Affairs

## REQUEST FOR AGENT RECOGNITION

**IMPORTANT - READ THE INFORMATION AND INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.**

**PRIVACY ACT INFORMATION:** Agents cannot be approved to process loans for a sponsoring lender unless a completed application form has been received (38 U.S.C. 3702 and 3710). We need this information to establish sponsor-agent relationships. VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: authorize release of information to Congress when requested on behalf of a lender) as identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register.

**RESPONDENT BURDEN:** Agent recognition must be obtained prior to closing any loans using the sponsor-agent relationship. Title 38, U.S.C., section 3702 and 3710 authorizes collection of this information. We estimate that you will need an average of 5 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at <http://www.reginfo.gov/public/do/PRAMain>. If desired, you can call 1-800-827-1000 to obtain information on where to send comments or suggestions about this form.

### PART I: SPONSORING LENDER INFORMATION

1A. NAME OF SPONSORING LENDER <b>Jet Mortgage</b>		1B. SPONSOR VA-LENDER ID <b>9080910000</b>
2A. SPONSOR POINT OF CONTACT (POC) <b>Dawn Willis</b>	2B. POC E-MAIL <b>dawn_willis@jetmortgage_com</b>	2C. POC TELEPHONE NUMBER <b>949)667-0947</b>

### PART II: AGENT INFORMATION

3. NAME OF AGENT <i>(Include DBA, if applicable)</i>		
4. AGENT VA ID NUMBER <i>(if previously issued)</i>	5. AGENT FEDERAL TAX ID	
6. AGENT HOME OFFICE ADDRESS		
7. AGENT WEBSITE <i>(If applicable)</i>		
SA. AGENT POINT OF CONTACT (POC)	SB. POC E-MAIL	SC. POC TELEPHONE NUMBER

### PART III: REQUIRED DOCUMENTATION

<input type="checkbox"/> A. APPLICATION FEE: \$100 MADE PAYABLE TO THE DEPARTMENT OF VETERANS AFFAIRS	<input type="checkbox"/> B. SIGNED CORPORATE RESOLUTION OR BLANKET CORPORATE RESOLUTION
---	---

**BUSINESS PURPOSE BROKER AGREEMENT**

This BUSINESS PURPOSE BROKER AGREEMENT (the "Agreement") is entered into as of this day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between Jet Mortgage, a DBA of Home Mortgage Alliance Corporation ("HMAC"), a California Corporation, located at 4 Hutton Centre Drive, Suite 520, Santa Ana, CA 92707 ("Company") and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_("Broker").

**WHEREAS**, Broker is in the business of marketing, soliciting, and processing business purpose, and commercial purpose mortgage loans.

**WHEREAS**, Company is in the business of funding business purpose, and commercial purpose mortgage loans.

**WHEREAS** Company desires to partner with Broker to receive applications and loan documents from Broker for the purpose of funding such loans for borrowers who qualify for one or more loan programs offered by Company.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**BY SIGNING BELOW**, the parties hereto have executed this Agreement as of the Effective Date and agreed upon all terms and conditions set forth in Jet Mortgage DBA Home Mortgage Alliance Corporation (HMAC) Mortgage Broker Agreement.

**COMPANY**

Jet Mortgage, a DBA of Home Mortgage Alliance Corporation (HMAC)

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BROKER**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Business Purpose State Licensing Requirements**

State	Broker License Required	MLO License Required
Alabama	No	No
Alaska	No	No
Arizona	Yes	No
Arkansas	No	No
California	Yes	No
Colorado	No	No
Connecticut	No	No
District of Columbia (D.C.)	No	No
Delaware	No	No
Florida	No	No
Georgia	Yes	No
Hawaii	No	No
Idaho	Yes	Yes
Illinois	No	No
Indiana	No	No
Iowa	No	No
Kansas	Yes	No
Kentucky	No	No
Louisiana	No	No
Maine	No	No
Maryland	No	No
Massachusetts	No	No
Michigan	No	No
Minnesota	Yes	Yes
Mississippi	No	No
Missouri	No	No
Montana	No	No

State	Broker License Required	MLO License Required
Nebraska	Yes	No
Nevada	Yes	Yes
New Hampshire	No	No
New Jersey	No	No
New Mexico	No	No
North Carolina	No	No
North Dakota	No	No
Ohio	No	No
Oklahoma	No	No
Oregon	Yes	Yes
Pennsylvania	No	No
Rhode Island	Yes	No
South Carolina	No	No
South Dakota	Yes	Yes
Tennessee	No	No
Texas	No	No
Utah	Yes	Yes
Virginia	No	No
Washington	No	No
West Virginia	No	No
Wisconsin	No	No
Wyoming	No	No

**BROKER ACCESS** Form

BROKER CORPORATION / SOLE PROPRIETOR NAME	
DBA	
DBA Company NMLS #	
JET ACCOUNT EXECUTIVE	

Once you've completed this form, email it to [ClientAdmin@JetMortgage.com](mailto:ClientAdmin@JetMortgage.com)

NAME	ROLE	NMLS ID	EMAIL ADDRESS	CELL NUMBER
	<input type="checkbox"/> Admin <input type="checkbox"/> Loan Officer <input type="checkbox"/> Processor			
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# 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.

<b>Print or type. See Specific Instructions on page 3.</b>	<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) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<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.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	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.

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

**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:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <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))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<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.)

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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.