

Thank you for your interest in becoming an approved broker with loanDepot Wholesale, a division of loanDepot, LLC. Our application process is fast and simple:

1. Complete the following templates\*, sign and print.
2. Include the remaining checklist items.
3. Email all documents to: [clientservices@ldwholesale.com](mailto:clientservices@ldwholesale.com) or you may fax to 949.470.6697

We will contact you within 24 business hours. There is no fee to apply.

### **BROKER APPLICATION CHECKLIST**

**Mortgage Broker Application\***

**Mortgage Broker Agreement\***

**Addendum to Broker Agreement – Fair Lending Compliance Certification\***

**Addendum to Broker Agreement – Broker Hiring Policy Certification\***

**Mortgage Broker Compensation Agreement\***

**Mortgage Broker Compensation Addendum\***

**Corporate Resolution\* (if applicable)**

**Anti-Money Laundering & Bank Secrecy Act Compliance Declaration\***

**Consumer Complaints Policy Declaration\***

**IRS W-9 Form\***

**Balance Sheet and Profit & Loss Statement – dated within last 90 days. Both signed by principal.**

**Articles of Incorporation (if applicable)**

**Resumes of Principal Officers**

**Quality Control Plan**

If you are interested in Closing Attorney/Agent approval, please visit our website:

[www.ldwholesale.com](http://www.ldwholesale.com), [PartnerResources](#), [Forms](#), [Attorney/Agent Approval Request](#)

## MORTGAGE BROKER APPLICATION

**BROKER ID#** \_\_\_\_\_

**ACCOUNT EXECUTIVE** \_\_\_\_\_

\_\_\_\_\_  
Company Name or Individual (provide Last, First, Middle) Company (Main) NMLS #

\_\_\_\_\_  
DBA Name (if applicable)

\_\_\_\_\_  
Federal Tax ID# *Indicate Federal Tax ID Type* EIN SSN Company Website

\_\_\_\_\_  
Main Address (Physical, not a P.O. Box) Company Phone

\_\_\_\_\_  
City State Zip Code Company Fax

\_\_\_\_\_  
Start Date of Business Business License #/State Entity Type

\_\_\_\_\_  
Primary Contact/Branch Manager Title NMLS # Email Address

Are you owned, controlled or a subsidiary of any other entity?  Yes  No (if Yes, Name of Entity) \_\_\_\_\_

Do you own or are affiliated* with any of the following?	Building Contractor	Yes	No	Realty Company	Yes	No
	Property Mgmt. Co.	Yes	No	Appraisal Company	Yes	No
	Accounting/Tax Prep Co.	Yes	No	Credit Repair Co.	Yes	No
	Loan Modification Co.	Yes	No	Other Affiliation (list below)		

If Yes, you must provide the following information on each affiliated\* company:

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

\*Affiliated defined as: Having an ownership in, partnership interest with, family or close personal relationship.

Are you closing loans under an affiliated Closing Agent/Escrow or Title Company?  Yes  No

Name \_\_\_\_\_ Address, City, State, Zip \_\_\_\_\_

**PRINCIPAL OFFICERS:**

\_\_\_\_\_  
Last Name, First Name, Middle Initial Title % Ownership Social Security #

\_\_\_\_\_  
Home Address, City, State, Zip Code Email Address

\_\_\_\_\_  
Last Name, First Name, Middle Initial Title % Ownership Social Security #

\_\_\_\_\_  
Home Address, City, State, Zip Code Email Address

\_\_\_\_\_  
Last Name, First Name, Middle Initial Title % Ownership Social Security #

\_\_\_\_\_  
Home Address, City, State, Zip Code Email Address

\_\_\_\_\_  
Last Name, First Name, Middle Initial Title % Ownership Social Security #

\_\_\_\_\_  
Home Address, City, State, Zip Code Email Address

*loanDepot Wholesale may order a credit report on one or more of the principal officers listed above. If a credit report is warranted, we will contact the principal officer(s) in advance to obtain a credit report authorization prior to pulling any credit report.*



**LOAN OFFICERS:**

_____	_____	_____
Last Name, First Name, Middle Initial	NMLS ID#	Email Address
_____	_____	_____
Last Name, First Name, Middle Initial	NMLS ID#	Email Address
_____	_____	_____
Last Name, First Name, Middle Initial	NMLS ID#	Email Address

*If additional space is needed, please check here and attach separate sheet*

**DISCLAIMER:**

Is there any pending litigation involving any principals/owners?      Yes      No

Has applicant ever been suspended from brokering loans or had its approval status revoked by any lender?      Yes      No

*If Yes to any above, attach letter of explanation.*

**CLIENT PORTAL ADMIN CONTACT:**

_____	_____	_____
Last Name, First Name, Middle Initial	Email Address	Phone

**BROKER BRANCH OFFICES:**

_____	_____	_____
NMLS #	Broker Street Address, City, State, Zip Code	Branch Manager Last, First, MI
_____	_____	_____
NMLS #	Broker Street Address, City, State, Zip Code	Branch Manager Last, First, MI

*If additional space is needed, please check here and attach separate sheet*

**ORIGINATION ACTIVITIES:**

_____	#	\$	_____	#	\$	_____	#	\$	_____
Current Year	VA	Volume	FHA	Volume	Conv	Volume	Other	Volume	
_____	#	\$	_____	#	\$	_____	#	\$	_____
Previous Year	VA	Volume	FHA	Volume	Conv	Volume	Other	Volume	

**INDUSTRY APPROVALS:**

Is Applicant sponsored by any lenders for FHA?      Yes      No

FHA I.D.# \_\_\_\_\_ MERS I.D.# \_\_\_\_\_

Approved FNMA Seller/Service?      Yes      No      Fannie ID # \_\_\_\_\_

Approved FHLMC Seller/Service?      Yes      No      Freddie ID# \_\_\_\_\_

Approved VA?      Yes      No      VA ID# \_\_\_\_\_

**BROKER CONTACTS:**

Please provide other contacts in your office that you wish to be granted access to our Client Portal. Contacts will be given access rights to our on-line tools, receive Marketing information and other relevant communication.

Name _____	Title:      Underwriter      Processor      Other
Email _____	Phone _____      Fax _____
Name _____	Title:      Underwriter      Processor      Other
Email _____	Phone _____      Fax _____

*If additional space is needed, check here and attach separate sheet*

THE UNDERSIGNED DECLARES THAT THE FOREGOING INFORMATION AND ALL ACCOMPANYING INFORMATION ARE TRUE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF. LOANDEPOT WHOLESALE IS HEREBY AUTHORIZED TO OBTAIN VERIFICATION OF THIS INFORMATION FROM ANY SOURCE IN CONNECTION WITH THIS MORTGAGE BROKER APPLICATION.

_____	_____
Print Name of Principal Officer	Title
_____	_____
Signature of Principal Officer	Date

## MORTGAGE BROKER AGREEMENT

**THIS MORTGAGE BROKER AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Broker"), its successors and assigns and loanDepot Wholesale ("Lender"), (collectively, the "Parties"). In consideration of the mutual promises and covenants herein, Broker and Lender hereby agree as follows:

### **RECITALS**

1. Lender hereby authorizes Broker to submit mortgage loan applications and other documentation related to a mortgage application (or a "Loan Submission Package") based on Lender's application program, policies, procedures and pricing information, as amended from time to time.

### **BROKER RESPONSIBILITIES**

2. Broker agrees to deliver to Lender Loan Submission Packages that are taken by Broker in accordance with all applicable federal, state and local requirements. Broker covenants that it shall: (a) comply with the Equal Credit Opportunity Act ("ECOA") and its Regulation B, and with the Fair Housing Act, in Broker's pre- and post- qualification communications with any and all applicants; (b) comply with the Home Mortgage Disclosure Act ("HMDA") and its Regulation C with respect to accurately completing the Government Monitoring Information sought on a Loan Application Form 1003; (c) comply with the Real Estate Settlement Procedures Act ("RESPA") and its Regulation X with respect to the mortgage loan application and settlement process; and (d) comply with all Federal Housing Administration ("FHA") requirements and regulations.

3. Upon receipt of a Loan Submission package from Broker, Lender shall underwrite and approve or deny Loan Submission Package on the basis of Lender's underwriting criteria, rules and regulations, and secondary market standards. Nothing herein constitutes any representation or commitment of Lender that it will extend credit to any applicant, and Lender's determination as to the credit-worthiness of any applicant is final and conclusive as to the parties. A mortgage loan resulting from Broker's submission of a Loan Submission Package ("Mortgage Loan") shall be closed in the name of Lender and, subject to Broker's right to the fee as set forth herein, Broker agrees to assign to Lender, at the time of closing of a Mortgage Loan, all right, title and interest in and to the Loan Submission Package and related documents. Broker shall accurately prepare each Mortgage Loan application contained in a Loan Submission Package in accordance with Lender's policies and procedures in effect at the time such application is made.

### **COMPENSATION**

4. In following Truth-in-Lending, (TILA), and Regulation Z, all mortgage brokers and/or loan originators are subject to the following:

a) Payments to Broker/Loan Originator are prohibited that are based on the loan's interest rate or other terms. Compensation that is based on a fixed percentage of the loan amount is permitted.

b) Payments to Broker/Loan Originator are prohibited from creditor or other person if payments are received directly from a consumer.

c) Steering a consumer to a lender offering less favorable terms, in order to increase the Broker/Loan Originator compensation, is prohibited.

d) Broker/Loan Originator agrees to provide a safe harbor to facilitate compliance. Safe harbor is met if the consumer is presented with loan offers for each type of transaction in which the consumer expresses an interest and the loan options presented to the consumer include the following:

i. The lowest interest rate for which the consumer qualifies;

ii. The lowest points and origination fees and

iii. The lowest rate for which the consumer qualifies for a loan with no risky features.

5. Notwithstanding any other provision of this Agreement, Broker shall not be entitled to receive any fees from an applicant or lender in connection with a Mortgage Loan if Broker is no longer approved, licensed or registered or if Broker is suspended from transacting business by a state or federal agency unless express prior written permission is given by Lender. Further, upon cessation of business, Broker shall not be entitled to collect any fees from Lender or applicant if applicant has not yet executed loan documents in connection with an active (not withdrawn) Loan Submission Package previously submitted by Broker.

6. Lender shall not be responsible for the collection of any fees owed by an applicant to Broker in connection with a Loan Submission Package. Broker shall be wholly responsible for any collection of fees owed to Broker by an applicant.

7. To comply with loan originator compensation rules, the level of broker compensation must be uniform regardless of whether it is lender-paid or borrower-paid.

**REPRESENTATIONS AND WARRANTIES OF BROKER**

8. As an inducement to Lender to enter into this Agreement and to consummate the making of each Mortgage Loan related to any Loan Submission Package submitted by Broker, Broker represents and warrants to Lender as follows, as of the date of execution hereof and the date of each mortgage application which is delivered by Broker to Lender for approval:

a) If a corporation, Broker is a corporation, and if a partnership, Broker is a partnership, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. Broker is properly licensed, or is exempt or partially exempt, and qualified to transact business in all jurisdictions where it originates mortgage loans and to conduct all activities contemplated by this Agreement. Specifically, Broker maintains a lender's and/or broker's license to originate first and/or second lien residential mortgage loans as may be required by applicable legal requirements.

b) Broker has all requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and any related agreements and instruments and the consummation of the transactions contemplated hereby and thereby, each have been duly and validly authorized by all necessary corporate action.

c) Broker shall comply with all provisions set forth in any present or future guide, manual, policy, procedure, announcement, or other communication (collectively, "Guidelines") provided by Lender to Broker. Any violation by Broker of the Guidelines shall be considered a violation of the Agreement. Any amendment to any present or future Guidelines shall be made via electronic communication, which may include the posting of any amendment to any present or future Guidelines on Lender's broker website. An amendment to any Guidelines or any new Guidelines shall be considered accepted by Broker upon Broker's submission of a Loan Submission Package subsequent to the date of the communication.

d) There is no litigation, suit, proceeding or investigation pending or threatened before any court of law or administrative agency (state or federal), other than the litigation, suits, proceedings, or investigations disclosed on Broker's application for approval by Lender, (i) which, individually or in the aggregate may result in any material adverse change in the business, operations, financial condition, or assets of the Broker or in any impairment of the right or ability on the part of the Broker to perform under this Agreement; (ii) relating to fraud; and (iii) relating to predatory lending, or the Broker's brokering practices. No representation, warranty or written statement made by or on behalf of Broker in this Agreement, or in any written or verbal communication made to Lender in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact or omits, or will omit a material fact necessary to make the statements contained herein or therein not misleading.

e) Broker agrees to comply with all other federal, state or local governing authorities, including but not limited to, Fannie Mae (FNMA), Freddie Mac (FHLMC), and Ginnie Mae (GNMA).

f) The Broker does not believe and has no reason or cause to believe that it cannot perform each representation, warranty, and covenant contained in this Agreement.

g) Broker shall at all times comply with all applicable federal, state and local anti-money laundering laws, orders and regulations to the extent applicable to Broker, including without limitation, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control ("OFAC").

**REPRESENTATIONS AND WARRANTIES AS TO THE MORTGAGE LOANS**

9. As an inducement to Lender to enter into this Agreement and to consummate the making of each Mortgage Loan related to a Loan Submission Package submitted by Broker, Broker represents and warrants to Lender as follows, as of the date of execution hereof and the date of each Loan Submission Package delivered by Broker to Lender for approval:

a) Broker will comply with all applicable local, state, and federal laws, rules and regulations, including, but not limited to:

- i. Broker will not submit a Loan Submission Package for and Lender will not originate "high cost" loans under the Home Ownership and Equity Protection Act of 1994 ("HOEPA") or a "high cost," "predatory," "threshold," "covered," or "abusive" loan under any applicable state, federal or local, law, regulation, or ordinance relating to such loans (or similarly classified loans using different terminology under a law, regulation, or ordinance imposing heightened regularity scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees.)
- ii. Broker shall provide any additional documentation requested by Lender in connection with a "higher-priced mortgage loan" as defined under Regulation Z, which implements the federal Truth in Lending Act ("TILA"), and in connection with any similarly classified loans using different terminology under a law, regulation, or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans.
- iii. Broker shall not submit a Loan Submission Package for a loan product where the applicant for

the mortgage loan will not receive a tangible net benefit.

- iv. Broker shall comply with all disclosure requirements under local, state, or federal laws, regulations and ordinances. Broker shall provide all applicants with all applicable disclosures in compliance with all delivery requirements contained in local, state or federal laws, regulations, or ordinances, or in compliance with Lender's Guidelines. Further, Broker represents and warrants that all disclosures provided by Broker to an applicant shall be dated the date that the disclosure was provided (the date placed in the U.S. Mail or placed in the care of a commercial courier service for overnight delivery, or emailed, sent via facsimile, or personally delivered to the applicant).
- v. Broker shall comply with all applicable fee restrictions and requirements under local, state, or federal laws, regulations, or ordinances. Broker shall also comply with all applicable fee restrictions and requirements of the Federal National Mortgage Association (Fannie Mae or FNMA), Federal Home Loan Mortgage Corporation (Freddie Mac or FHLMC), Federal Housing Authority (FHA) or Housing and Urban Development (HUD), Ginnie Mae (GNMA) and any other federal agency or quasi-governmental agency.
- vi. Broker shall comply with any fee restrictions and requirements under Lender's Guidelines, including any applicable cap on fees charged by Broker.
- vii. Broker shall not submit a Loan Submission Package to Lender for a Mortgage Loan that refinances a "special" mortgage (including but not limited to, reverse mortgages, mortgages with discounted interest rates or special terms, loans by charitable, religious or state or local agencies.)

b) Each mortgage application, submitted as part of a Loan Submission package, has been submitted in compliance with the requirements of this Agreement, guidelines and all applicable legal requirements. Broker has no knowledge of any circumstances or conditions with respect to any Loan Submission Package or the related mortgaged property (the "Mortgage Property") or loan applicant that Broker reasonably believes could be expected to cause the resulting Mortgage Loan to become delinquent or adversely affect the value or marketability of such Mortgage Loan. Broker has committed no act or omission that will impair or invalidate Lender's interest in, or the enforceability of, any Mortgage Loan. All information and documents submitted by or on behalf of a loan applicant to Broker and by Broker to Lender pursuant to this Agreement are genuine and the information contained in such documents is true, accurate, and complete to the best of the Broker's knowledge.

c) Each Loan Submission Package includes each of the documents and instruments specified by Lender to be included therewith, each of which document and instrument, and all signatures contained thereon, are genuine and enforceable in accordance with its terms.

d) Broker shall not charge an applicant a fee for any services performed prior to applicant's receipt of disclosures required to be provided under the Mortgage Disclosure Improvement Act ("MDIA"), Regulation Z, which implements the Truth in Lending Act ("TILA") as applicable, Regulation X, which implements the Real Estate Settlement Procedures Act ("RESPA"), and any other applicable federal or state law or regulation as applicable; however, Broker may charge a reasonable fee, that complies with all applicable federal and state restrictions, for the procurement of a credit report.

e) Broker shall comply with all federal and state restrictions and requirements and any restrictions and requirements contained in Lender's Guidelines in connection with any appraisal that is part of a Loan Submission Package (regardless of who obtained the appraisal) including but not limited to, the Home Valuation Code of Conduct (HVCC), if applicable, FHA requirements/restrictions (HUD), Fannie Mae (FNMA) requirements/restrictions, Freddie Mac (FHLMC) requirements/restrictions, Ginnie Mae (GNMA) requirements/restrictions, and any other related issuances of guidelines issued by any governmental or quasi-governmental bodies related to appraisals.

f) Broker shall not act as mortgage broker on a Loan Submission Package as to which the Broker or an affiliated company of the Broker provides or will provide settlement services, as defined under RESPA, including but not limited to acting as a notary, unless Broker receives the express prior written permission of Lender.

g) No fraud, material error, omission, misrepresentation, negligence, or similar occurrence with respect to the Loan Submission Package has taken place on the part of the Broker. Broker shall notify Lender if Broker discovers the occurrence of any fraud, error, omission, misrepresentation, negligence, or similar occurrence by any party with respect to the Loan Submission Package. Broker shall also notify Lender immediately of any suspected fraud, error, omission, misrepresentation, negligence, or similar occurrence by any party with respect to any Loan Submission Package.

#### **MORTGAGE INSURANCE PREMIUMS**

10. Lender shall deduct from the loan proceeds the mortgage insurance premium (MIP) and shall forward to HUD such premium together with the completed mortgage insurance package. In the event that HUD issues to Broker the OTMIP Statement of Account, the Mortgage Insurance Certificate (MIC) or a suspense letter with regard to the issuance of a MIC, Broker shall forward same to Lender immediately. Broker agrees to cooperate with Lender in resolving issues relating to suspension of HUD insurance.

**QUALITY CONTROL PROGRAM**

11. Broker shall maintain a Quality Control Program which shall be acceptable to and comply with all applicable requirements of Lender. Lender reserves the right to change its requirements for such Quality Control Program at any time and for any reason, which such changes shall be effective upon notice to Broker, and to conduct an audit of Broker to verify the existence and implementation of such Quality Control Program. As Lender may from time to time request, including, without limitation, during the initial due diligence and approval of Broker, Broker shall promptly provide Lender with a detailed written description of its Quality Control Program.

**REPURCHASE OBLIGATIONS**

12. Any of the following circumstances shall be considered a "Repurchase Obligation":

- a) Broker failed to observe or perform, or has breached any of representations, warranties, covenants or agreements contained in this Agreement or any applicable Guidelines with respect to any loan;
- b) Lender receives a repurchase notification from any third party investor and the repurchase request is based on actual fraud or misrepresentation with respect to the loan and Broker was negligent in conducting its responsibilities under this Agreement with respect to the Loan; or failed to follow standard practices which are prevalent in the mortgage banking industry;
- c) Broker committed fraud or misrepresentation with respect to the Loan or otherwise aided, abetted or assisted in the commission of fraud or misrepresentation by any third party with respect to the Loan or should have known such fraud was being committed and failed to act; and
- d) Any third party fraud or misrepresentation has occurred with respect to the Loan in which Broker either had knowledge of or any participation in.

**REQUEST FOR REPURCHASE; REPURCHASE PRICE; REPURCHASE PROCEDURES**

13. a) Request for Repurchase. In the event of an occurrence of any repurchase obligation, upon the request of Lender, Broker hereby agrees to repurchase the related Mortgage Loan(s) (or, if the related Mortgage Loan(s) has been foreclosed, the related Mortgaged Property) within thirty (30) days of Broker's receipt of Lender's written demand for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the Mortgage Property.

b) Repurchase Price. The repurchase price for any Mortgage Loan which Lender has requested Broker to repurchase (the "Repurchase Price") shall be an amount equal to the sum of (a) the current unpaid principal balance of the Mortgage Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Mortgage Loan has been foreclosed); (b) accrued but unpaid interest on such principal balance at the interest rate, contained in the applicable promissory note (the "Note"), from the paid-to-date of the Mortgage Loan through and including the last day of the month in which the Repurchase Price is paid; (c) all costs and expenses, including without limitation, reasonable fees and expenses of counsel, incurred by Lender as a result of Broker's breach of this Agreement or enforcing the terms of the Mortgage Loan; (d) any unreimbursed advances made by Lender, including without limitation, principal payments advanced to investors, taxes or insurance or payments authorized by the Note or the Mortgage or Deed of Trust (collectively, the "Mortgage") or law to protect Lender's interest in the Mortgage Loan or related Mortgaged Property; (e) any discount on sale of the property to the third party; and (f) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Lender with respect to the Mortgage Loan that have not been applied to the unpaid principal balance and (ii) if the Mortgage Loan has been foreclosed and the Mortgaged Property has been sold to a third party, the proceeds of the sale price received by Lender net of all advances, costs and expenses, including but not limited to reasonable fees and expenses of counsel, incurred by Lender in connection with such sale.

c) Repurchase Procedures. Upon Lender's receipt of the Repurchase Price, Lender shall execute and deliver to Broker (i) an assignment of the Mortgage, an endorsement to the Note, and the related Mortgage Loan files and other Mortgage Loan documents, each without representation, warranty or recourse, and (ii) if Lender previously foreclosed the Mortgage Loan and at such time then owns the Mortgage Property, a deed to the Mortgage Property, without representation, warranty or recourse, and (iii) if Lender previously foreclosed the Mortgage Loan but either sold the Mortgage Property or another buyer purchased the Mortgage Property at the foreclosure, an assignment of all deficiency obligations of the mortgagor, without representation, warranty or recourse. With respect to the servicing of any Mortgage Loan(s) repurchased by Broker, Lender shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Mortgage Loan(s) or does not have a designee for such servicing, Lender may, at its sole option, service such Mortgage Loan(s) for a fee equal to Lender's then current rate until such time as Broker is capable of servicing such Mortgage Loan(s) or designates a successor servicer. All costs of transferring servicing of any repurchased Mortgage Loan(s) from Lender to Broker or its designees shall be borne by Broker and Broker shall reimburse Lender for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Mortgage Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Mortgage Loan.

**REQUEST FOR INDEMNIFICATION: INDEMNIFICATION AGREEMENT IN LIEU OF REPURCHASE**

14. a) Request for Indemnification. Upon the request of Lender, Broker hereby agrees to indemnify and hold Lender and its officers, directors, employees, agents, shareholders and representatives harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorneys' fees actually incurred, relating to, arising out of or in connection with Broker's breach of any representation, warranty or covenant contained herein; provided, however, that Broker shall have no obligation to indemnify Lender to the extent the claim for indemnification is based on (i) Lender's negligence or willful misconduct or (ii) Broker's breach of an obligation that is or was the responsibility of Lender under a processing agreement entered into between the parties.

b) Indemnification Agreement in lieu of Repurchase. At Lender's sole option and in lieu of repurchasing the related Loan(s) subject to a Repurchase Obligation, Lender may require the Broker to enter into a written indemnification agreement in a form acceptable to Lender (the "Indemnification Agreement") which requires the Broker to indemnify Lender, including, without limitation, reimbursing Lender for any losses incurred by Lender as a result of such Repurchase Obligation with respect to the Mortgage Loan(s).

**EARLY LOAN PAYOFF**

15. If any Conventional Mortgage Loan is paid off within one hundred twenty (120) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. If any Government Mortgage Loan is paid off within one hundred fifty (150) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. If any non-agency or jumbo loan is paid off within one hundred eighty (180) days of the funding date, Broker agrees to pay Lender all compensation Broker received as a result of the original Mortgage Loan. In the event the payoff is due to a refinance by the same Broker, and the new loan is delivered back to Lender, part or all of the above requirements may be waived upon the sole discretion of Lender. Lender shall notify Broker in writing of the amount due with respect to any Early Payoff, and Broker agrees to submit payment within fifteen (15) days of receipt of such notice. If payment is not received by Lender, the amount owing may be offset against any amount due Broker, or an affiliated Broker, as determined by Lender.

**FIDELITY BOND AND/OR ERRORS AND OMISSIONS (E&O) POLICY**

16. Broker shall maintain at all times during the term of this Agreement, at its own expense, such insurance as is required by applicable legal requirements, and that is otherwise appropriate given the nature of Broker's business, including: (i) hazard and liability insurance, (ii) errors and omissions policy or policies where required by state law, and (iii) a blanket fidelity bond.

**NOTIFICATION OF CHANGE OF STATUS**

17. Broker shall promptly notify Lender; (i) in the event of any substantial change in the financial condition, ownership or management of Broker, (ii) if Broker knows or has reason to believe that any information in the Loan Submission Package or other document delivered to Lender is untrue, and (iii) in the event any government or other agency has made any adverse finding or threatened or taken any adverse actions with respect to the Broker or its officers, directors or employees. Broker shall promptly notify Lender of any suspension or termination or any notice of suspension or termination of any license, registration, or approval to broker mortgage loans at the state or federal level.

18. Broker shall execute and deliver all such instruments and take all such action as Lender may reasonably request from time to time in order to effectuate the purposes and to carry out the terms of this Agreement.

**USE OF NAME**

19. Broker shall not use Lender's, or Lender's affiliates', name, brand or logo without the express prior written consent of Lender.

**RIGHT TO OFFSET**

20. In addition to any other remedies that the parties hereto may have at law or equity, Broker shall indemnify Lender and hold Lender harmless against any and all claims, losses, liabilities, costs, expenses, damages, penalties, fines and forfeitures of any kind, including but not limited to reasonable attorneys' fees, resulting from: (a) the breach by Broker of any representation, warranty or covenant of this Agreement or (b) the failure of Broker to comply with applicable legal requirements or Lender's requirements. In the event that Broker fails to pay Lender any sums due hereunder, or which are owed to the Lender, Lender shall be permitted to offset such sums from any amounts which are due or become due to Broker pursuant to the terms of this Agreement.

**REMEDIES**

21. The remedies set forth in this Agreement and the Guidelines, if any, are in addition to and not to the exclusion of any and all rights and remedies available to Lender at law or in equity including specific performance. All remedies shall be cumulative and non-exclusive.



**MODIFICATION OF AGREEMENT**

22. Lender reserves the right to modify any provision hereof in whole or in part upon the giving of thirty (30) days' written notice of such modification to Broker. Loan Submission Packages submitted by Broker after the end of the thirty (30) days' notice provided for herein shall be governed by the revised provision of this Agreement.

**TERMINATION OF AGREEMENT**

23. This Agreement shall continue in existence and effect until terminated as provided for herein. This Agreement may be terminated with respect to future mortgage applications submitted by Broker to Lender by either party at any time by giving prior written notice of termination to the other party. Such termination shall not in any respect change, alter, modify or terminate the obligations of any party, including the representations and warranties of Broker with respect to Mortgage Loans or Loan Submission Packages which have been submitted by Broker to Lender prior to the date of such termination.

**SOLICITATION**

24. For a period of twelve (12) months following the consummation of any Mortgage Loan under this Agreement, neither Broker nor any of its affiliates, officers, employees or agents shall directly or indirectly solicit or cause to be solicited, by direct mail, telephone, email, personal solicitation or otherwise, any Mortgage Loan resulting from a Loan Submission Package for the purpose of prepaying, refinancing or modifying such Mortgage Loan in whole or part, except with the written permission of Lender. Notwithstanding the foregoing, it is understood and agreed that mass promotions undertaken by the Broker which are directed to the general public at large, provided that no segment shall consist primarily of the borrowers or obligors under the Mortgage Loans, including, without limitation, mass mailings from commercially acquired mailing lists, advertisements via radio, television, newspaper, email, shall not constitute solicitation under this Section.

**CONFIDENTIALITY**

25. The Parties will keep confidential, and will cause their respective employees, contractors, affiliates and agents to keep confidential, any and all information obtained from the other Party which is designated as confidential, and the Parties will not use such information for any purpose other than those intended by this Agreement.

**PRIVACY**

26. All customer information in the possession of either Party ("Customer Information") is and shall remain confidential and proprietary information of each Party except (i) as otherwise set forth in this Agreement and (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement. The Parties agree to comply with any and all federal, state and local statutes, regulations and rules applicable to the protection and privacy of consumer information, including without limitation, the privacy provision of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 (the "Privacy Requirements") and implementation of appropriate measures designed to safeguard Customer Information.

**LENDER'S BROKER WEBSITE (BROKER PORTAL)**

27. If Broker is provided access to Lender's broker website, Broker shall comply with any and all requirements of applicable law, policies, procedures and/or terms and conditions of use related thereto, including, without limitation, the protection of passwords and maintenance of security regarding access and use of Lender's broker website, present and future. Notwithstanding the foregoing, Broker may be required to consent to such policies and procedures, and such terms and conditions of use regarding Lender's broker website, present and future, via a "click-through" or hard copy agreement, in which case, Broker agrees that by acceptance of such, Broker shall be legally bound thereby. Further, Broker expressly agrees that Lender may change the policies and procedures and/or terms and conditions of use governing Lender's broker website, present and future, at any time and for any reason upon notice to Broker, and any such change shall be effective on the date specified in such notice.

**NOTICES**

28. Any notice or demand which is given pursuant to this Agreement shall be deemed to have been sufficiently given if in writing and delivered personally or sent by registered or certified mail (return receipt requested), postage prepaid, or sent by facsimile (and confirmed promptly by telephone) with a hard copy sent by overnight courier service, or sent by overnight delivery to the following addresses, unless otherwise specified in this Agreement:

If to Lender:

loanDepot Wholesale  
Attention: Client Services  
3090 Bristol Street, Suite 600  
Costa Mesa, CA 92625

Phone: 844.400.6953

Fax: 949.470.6697

Email: [clientservices@ldwholesale.com](mailto:clientservices@ldwholesale.com)

If to Broker:

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All such notices or other communications shall be deemed to have been received: (i) on the date of such personal delivery, if sent by personal delivery; (ii) on the date of facsimile transmission (and machine-confirmed receipt), if sent by facsimile transmission; (iii) on the third (3<sup>rd</sup>) business day after being mailed by registered or certified mail, if sent by registered mail or certified mail; and (iv) on the next business day after being sent via commercial overnight courier, if sent by commercial overnight courier.

**HOME EQUITY – LIMITED AGENCY APPOINTMENT**

29. With regard to home equity loans secured by owner occupied collateral located in Texas, Lender hereby appoints Broker as Lender’s agent for the sole and limited purpose of complying with the pre-closing disclosure requirements of Section 50(a)(6), Article XVI, Texas Constitution relating to the notice required by Section 50(g), identified herein as the “Notice Concerning Extension of Credit”, so that the 12-day pre-closing period may commence to run as soon as possible. This limited agency is restricted to the Broker receiving the loan application from the owner on behalf of the Lender and providing the owner a copy of the Notice Concerning Extension of Credit for the sole purpose of starting the 12-day period and for no other purpose. Broker is not acting as the agent of Lender in receiving the loan application for any other purpose, including but not limited to disclosures required by the Truth In Lending Act and Regulation Z.

**JURISDICTION**

30. Any action arising out of this Agreement or the transactions contemplated shall be instituted in any state or federal court located in the State of California without regard to choice of law provisions thereof. Further, each Party expressly waives any obligation which such Party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

**ENTIRE AGREEMENT**

31. This Agreement constitutes the entire agreement between the parties with respect to the relationship hereby established and shall supersede and cancel all prior agreements, offers and negotiations whether in writing or otherwise. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendments or waiver is sought to be enforced.

**SUCCESSORS AND ASSIGNS**

32. This Agreement will insure to the benefit of and be binding upon the parties hereto and their successors and assigns. However, neither Lender nor Broker shall assign this Agreement without the prior written consent of the other except that Broker expressly agrees that Lender may, in its sole discretion, transfer and assign this Agreement to any of its affiliates. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their successors and permitted assigns, any rights, obligations, remedies or liabilities.

**SEVERABILITY**

33. Any part, provision, clause, sentence, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**RELATIONSHIP OF THE PARTIES**

34. Nothing herein contained shall be deemed or construed to create a partnership, agency or joint venture between the Parties hereto. The services of Broker shall be rendered as an independent contractor and not as agent for Lender, and Broker shall not represent to any applicant(s) that it is an agent for Lender. This Agreement creates a non-exclusive relationship between the Parties.

**GOVERNING LAW**

35. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**WAIVER OF JURY TRIAL**

36. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR WHICH RELATE TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

**DISPUTE RESOLUTION**

37. The Parties hereby waive their rights to institute litigation with respect to any dispute arising under this Agreement except as to disputes arising under Subsection 37(e), and consent instead to be bound by the results of the dispute resolution process of this Section provided, however, that the foregoing shall not affect the right of a Party to seek judicial confirmation or relief after the entry of a Decision (as defined below) by an Arbitrator (as defined below) which is not complied with within the time required therein.

In the event that a dispute or disagreement arises that cannot be amicably resolved, either Party, may apply to the American Arbitration Association ("AAA") for arbitration and the appointment of an arbitrator ("**Arbitrator**") in accordance with the following procedures:

a) Rules of Arbitration. The arbitration process shall be conducted by the Arbitrator at a location in or near Foothill Ranch, California selected by the Arbitrator, and shall be conducted under the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., subject to this Agreement, any other documents executed by the Parties and Law. Except as provided herein, the Arbitrator shall follow the rules of the AAA, but shall have discretion to vary from those guidelines in light of the nature or circumstances of any particular disagreement. Discovery rules and the extent and scope of discovery with respect to any dispute shall be in the sole discretion of the Arbitrator responsible for the arbitration with respect to such dispute.

b) Timing of Arbitration. The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within twenty (20) business days following the appointment of the Arbitrator (including, but not limited to, making representatives available for the arbitration), and shall endeavor to submit a joint statement setting forth each dispute to be resolved, including a summary of each Party's position on each dispute.

c) Arbitration Hearing. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their counsel shall be present and have the opportunity to present evidence and examine the evidence presented by the other Parties. The proceedings at the arbitration hearing shall, unless waived by the Parties, be conducted under oath and before a court reporter.

d) Reliance on Experts. If the matters or issues involved in any dispute are outside the scope of expertise of the Arbitrator acting as the arbitrator with respect to such dispute, the Arbitrator shall have the right to obtain and rely on experts with respect to the applicable matters or issues (such as mortgage loan consultants, lawyers, accountants, etc.). All costs of any experts retained by the Arbitrator shall be borne by the Parties in accordance with Subsection 37(g). The services or advice obtained from experts by the Arbitrator in accordance with this Section shall not be in lieu of any testimony that a Party may wish to present from its own expert on the matters or issues that are the subject of the dispute.

e) Decision of Arbitrator. Upon the conclusion of the arbitration hearing, the Arbitrator shall render a decision with respect to each individual dispute. The decision of the Arbitrator with respect to any dispute shall be final and binding on all Parties. As part of its decision, an Arbitrator acting as an arbitrator hereunder may render a decision compelling specific performance by a Party of its obligations under this Agreement. The Arbitrator acting as an arbitrator of any dispute hereunder shall have the authority to award monetary damages subject to any limitations on damages in this Agreement. A judgment may be entered and enforced by any court of competent jurisdiction based on any decision rendered by an Arbitrator acting as an arbitrator hereunder.

f) Standards of Conduct. If a dispute is submitted to arbitration, the Parties agree that they will not contact or communicate with the Arbitrator who was appointed as arbitrator with respect to any dispute either *ex parte* or outside of the contacts and communications contemplated by this Section.

g) Costs. The cost of resolving any dispute pursuant to arbitration, as described in this Section, shall be borne by the Parties as determined by the Arbitrator who acts as arbitrator with respect to such dispute.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of day and year first above written.

**LENDER:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BROKER:**

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

\_\_\_\_\_  
Principal Name/Title

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

**ADDENDUM TO MORTGAGE BROKER AGREEMENT  
MORTGAGE BROKER FAIR LENDING COMPLIANCE CERTIFICATION**

loanDepot Wholesale, a division of loanDepot.com, LLC (the "Company") is committed to treating all prospective and existing customers in a fair and equitable manner. As part of this commitment, the Company has adopted a Fair Lending Policy, which promotes organizational compliance with applicable fair lending laws, including the Equal Credit Opportunity Act (ECOA) and Fair Housing Act.

As a third party ("you") who takes customer applications and brings customers to the Company for assistance in obtaining a loan, the Company requests that you review the following set of expectations and acknowledge and confirm that you operate in accordance with fair lending laws as they apply to your business with the Company.

Pursuant to its Fair Lending Policy, the Company conducts routine monitoring of third parties for fair lending compliance and reserves the right to take action against third parties where fair lending risks, or violations, are identified. This includes, but is not limited to, restrictions on business and suspension of the business relationship.

**Fair Lending Laws**

ECOA, and its implementing regulation, is a law that prohibits discrimination with respect to any aspect of a credit transaction. The Fair Housing Act, and its implementing regulations, contain similar prohibitions against discrimination with respect to the origination or purchase of loans secured by real estate. Under both ECOA and the Fair Housing Act, it is also unlawful to make any oral or written statement, in advertising or otherwise, to applicants or prospective applicants that would discourage on a prohibited basis a reasonable person from making or pursuing an application.

Collectively, the Company, ECOA, and the Fair Housing Act prohibit discrimination based on (i.e., the "prohibited bases"):

- Race or color;
- Religion;
- National origin;
- Sex;
- Marital status;
- Age;
- Receipt of public assistance income;
- The exercise of any right under the Consumer Credit Protection Act;
- Familial Status;
- Handicap; or
- Sexual orientation or gender identity.

**Theories of Discrimination**

While the above-mentioned fair lending laws provide a clear set of prohibited practices, fair lending laws also generally recognize three types of discrimination. These are:

- Overt Discrimination – Overtly discriminatory policies or practices;
- Disparate Treatment – Adverse use of discretion in the lending function relative to a prohibited basis; and
- Disparate Impact – Application of a nondiscriminatory policy that has a discriminatory impact.

**Acknowledgement**

The Company is committed to engaging in fair lending in accordance with the above-noted laws, as well as other applicable fair lending laws. It is the Company's policy to make credit products available to all applicants who meet the Company's credit standards in a fair and consistent manner within the confines of safe and sound lending practices.

The Company appreciates your business and requests that you acknowledge your compliance with the foregoing fair lending practices of the Company during the entire term of your relationship with the Company. The Company also conducts routine monitoring to assess third party compliance with fair lending laws.

Received, read, understood and agreed:

\_\_\_\_\_  
**BROKER COMPANY NAME**

By: \_\_\_\_\_  
**PRINCIPAL OFFICER NAME/SIGNATURE**

\_\_\_\_\_  
**DATE**



**BROKER HIRING POLICY CERTIFICATION  
ADDENDUM TO MORTGAGE BROKER AGREEMENT**

All third-party originators (Brokers) who do business with loanDepot Wholesale are expected to have a hiring policy and procedure in place for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list.

Broker certifies that they fully comply with this requirement.

**Acknowledgement**

Received, read, understood and agreed:

\_\_\_\_\_  
**BROKER COMPANY NAME**

\_\_\_\_\_  
**PRINCIPAL OFFICER NAME/TITLE**

By: \_\_\_\_\_  
**PRINCIPAL OFFICER SIGNATURE**

\_\_\_\_\_  
**DATE**

## MORTGAGE BROKER COMPENSATION AGREEMENT

This Compensation Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the "Lender" loanDepot Wholesale, whose principal place of business is 26642 Towne Centre Drive, Foothill Ranch, CA 92610, and \_\_\_\_\_, (the "Broker") whose principal place of business address is \_\_\_\_\_.

In accordance with TILA, this Agreement establishes the agreed upon compensation between loanDepot Wholesale and the Broker. loanDepot Wholesale will offer two plans: a Borrower-paid plan and a Lender-paid plan. The Broker may select either plan for each individual loan submitted to loanDepot Wholesale. Compensation may not come from multiple sources, thus all compensation on each individual loan must be 100% Borrower-paid or 100% Lender-paid.

### **Borrower-Paid Plan**

Under a Borrower-Paid Plan, the Broker may negotiate and establish compensation directly with the borrower and will be paid 100% by the Borrower. The only limitations are:

- The compensation must be permitted under the program selected
- The compensation must not exceed any high-cost provisions, higher-priced regulations, state predatory lending laws or usury laws
- The compensation must not exceed the amount of the Lender-Paid plan in effect

**Note:** For subject properties located in New Jersey only, borrower-paid compensation must be disclosed and calculated as a percentage of the loan amount and cannot be stated as a flat fee.

### **Lender-Paid Plan**

**Compensation:** Compensation will be established as a percentage of the loan amount. The Broker must pre-select one of several compensation tiers ranging from 0.25% to 2.75%, in increments of .1250%. Once the Broker selects a compensation tier, that tier applies to all loans submitted during that period. Under a Lender-Paid Plan, compensation may not increase or decrease on each individual loan. loanDepot Wholesale will also assign a maximum dollar amount.

### **Additional Provisions**

**Broker Compensation to Loan Originators:** The Broker is responsible for complying with all aspects of TILA, including but not limited to, compensation to their loan originators. If the Broker selects a Borrower-Paid Plan for a specific loan, the Broker must compensate the loan originator on either a salary or hourly basis. Bonuses are allowed as long as they are not based on a specific individual loan. For example, bonuses are allowed to be paid on overall volume or quality. If the Broker selects a Lender-Paid Plan for a specific loan, the Broker may compensate the loan originator as a fixed percentage of the loan amount with or without a fixed minimum or maximum dollar amount, but cannot vary with different levels or tiers of loan amounts. The Broker may also split the Broker's compensation with the loan originator as long as the amount is a fixed percentage or fixed dollar amount. The Broker may not pay the loan originator on a loan's terms or conditions or interest rate.

The Broker may not compensate a loan originator on factors that are considered proxies such as the credit score or debt-to-income ratio. If the Broker has multiple branches, all loan originators of each branch must only be paid based on the sole compensation agreement in place for their company. If the Broker chooses to submit one loan to loanDepot Wholesale under a Borrower-Paid Plan, and another loan to loanDepot Wholesale under a Lender-Paid Plan, the Broker must still pay each loan originator in accordance with TILA as stated above. The Broker must have written compensation agreements in place with their loan originators. These compensation agreements may change periodically but cannot change by individual loan. Thus if the loan originator is on a salary and the Broker changes a loan from one Plan to the other, the Broker must continue to pay the loan originator on a salary. Also, if the Broker's processor also originates even one loan, then the Broker must comply with this regulation and pay the processor as above. There may be other forms of acceptable and unacceptable compensation. The paragraph is only intended to outline Broker responsibilities as they relate to compensation to loan originators. The Broker should refer to the ILSA regulation for further guidance, or seek legal advice.

**Modifications:** The Broker may not change plans on a per-loan basis. Established compensation via the Compensation Addendum (the "Addendum") will remain in effect for a minimum of 30 days. Broker may choose to change the compensation indicated on the Addendum as often as every 30 days by notifying loanDepot Wholesale in writing. An amended Addendum will be prepared stating the new compensation amount and must be executed by both the Broker and loanDepot Wholesale. Changes will be effective on the first business day of the month following the end of the previously contracted 30 day period. Once the modification to the Agreement is made, the Broker is responsible for managing loans in his pipeline to ensure each loan still complies with all Federal, State, County and Local regulations as well as loanDepot Wholesale policies.

**Term:** This Agreement shall remain in effect indefinitely until terminated by mutual agreement or at the sole discretion of loanDepot Wholesale. Upon termination, Broker's compensation will immediately cease and loanDepot Wholesale will not be obligated to pay Broker any additional monies.

**Effective Date:** This Agreement is effective upon the later date of both parties' acceptance and will be applied at the time the individual loan is accepted for submission by loanDepot Wholesale. If modifications are subsequently made to the Agreement by Addendum, the compensation will be paid in accordance with the Addendum in effect at the time the individual file is accepted for submission by loanDepot Wholesale. Subsequent modifications by Addendum will not be applied to loans already accepted by loanDepot Wholesale.

**Entire Agreement:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Broker compensation, and governs any Schedules subsequently entered into between loanDepot Wholesale and Broker excepting the Mortgage Broker Agreement and its Addendums, as well as any and all loanDepot Wholesale policies which are incorporated herein by reference and remain in full force and effect. Both Parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any party or anyone acting on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is writing and signed by both parties.

**Governing Law:** The Agreement shall be governed by, construed and enforced under the laws of the State of California without conflict of any law. Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Orange County, California, over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof.

**Counterparts and Addendums:** This Agreement may be executed in counterparts and Addendums, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same instrument.

**Electronic Record:** Our transmission of this Agreement as an electronic record containing an electronic signature, as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or the facsimile transmission of this Agreement containing a facsimile of a signature, shall be as effective, enforceable and valid as if a paper version of this Agreement were delivered containing an original written ink signature.

**Indemnification:** Broker indemnifies and holds loanDepot Wholesale harmless from Broker's violation of TILA and accordingly agrees to cover any losses incurred by loanDepot Wholesale, which includes, but is not limited to, losses incurred through borrower's rescission of any loan.

**Compliance Certification:** Broker agrees to comply with the applicable TILA regulation as it relates to compensation. Broker certifies to loanDepot Wholesale that Broker has read and understands the regulation mentioned above, and is in compliance with all requirements of the regulation and has established written compensation agreements with each of its originators including loan originators, producing managers and/or applicable loan processors, and will compensate these originators in accordance with the regulation. Broker further certifies that every loan under the Lender-Paid Plan contains a Safe Harbor document in compliance with the Anti-Steering provision, and that it maintains a signed document on each loan by all borrowers indicating the loan with the (1) lowest posted interest rate; and (2) lowest posted interest rate for any loan with no risky features such as pre-payment penalties or balloons; and (3) interest rate with the lowest cost.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date written below.

**Broker:** \_\_\_\_\_

**loanDepot Wholesale**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MORTGAGE BROKER COMPENSATION ADDENDUM

This Addendum supplements, amends and becomes part of the Mortgage Broker Compensation Agreement (“Agreement”), dated \_\_\_\_\_, by and between loanDepot Wholesale, and \_\_\_\_\_, (the “Broker”) and supersedes all previous Addendums.

We are electing to offer both a Borrower-Paid Compensation Plan and a Lender-Paid Compensation Plan (must select a rate below). Although we have selected a Lender-Paid Plan, and a rate below, the maximum dollar amount of our compensation will never exceed \$20,000.00.

Minimum \$ \_\_\_\_\_ Maximum \$ \_\_\_\_\_  
(optional)

___	<b>0.25%</b>	___ + \$500 flat fee (optional)		<b>1.625%</b>	___ + \$500 flat fee (optional)
___	<b>0.375%</b>	___ + \$500 flat fee (optional)	___	<b>1.75%</b>	___ + \$500 flat fee (optional)
___	<b>0.50%</b>	___ + \$500 flat fee (optional)	___	<b>1.875%</b>	___ + \$500 flat fee (optional)
___	<b>0.625%</b>	___ + \$500 flat fee (optional)	___	<b>2.00%</b>	___ + \$500 flat fee (optional)
___	<b>0.75%</b>	___ + \$500 flat fee (optional)	___	<b>2.125%</b>	___ + \$500 flat fee (optional)
___	<b>0.875%</b>	___ + \$500 flat fee (optional)	___	<b>2.25%</b>	___ + \$500 flat fee (optional)
___	<b>1.00%</b>	___ + \$500 flat fee (optional)	___	<b>2.375%</b>	(flat fee not available)
___	<b>1.125%</b>	___ + \$500 flat fee (optional)	___	<b>2.50%</b>	(flat fee not available)
___	<b>1.250%</b>	___ + \$500 flat fee (optional)	___	<b>2.625%</b>	(flat fee not available)
___	<b>1.375%</b>	___ + \$500 flat fee (optional)	___	<b>2.75%</b>	(flat fee not available)
___	<b>1.50%</b>	___ + \$500 flat fee (optional)			

Subject to the modifications set forth herein, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference and shall remain in full force and effect. All terms not otherwise defined herein shall have the meaning specified in the Agreement.

I understand that any compensation changes will apply to any and all loans with a **Loan Estimate Date on or after the Effective Date** listed above. Further, I understand that all broker locations approved under loanDepot Wholesale will be on the same compensation plan, regardless of geographical location.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date written below.

**BROKER**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**LOANDEPOT WHOLESALE**

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_  
Corporation Name  
was held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Resolved that \_\_\_\_\_  
Corporation Name

commences to do business with loanDepot Wholesale for the purpose of submitting loans for approval and funding by said Lender.

Accordingly I, \_\_\_\_\_,  
Name of Witnessing Officer Title of Witnessing Officer\*

of \_\_\_\_\_ a \_\_\_\_\_ Corporation, do  
Corporation Name State

hereby certify that \_\_\_\_\_ as \_\_\_\_\_  
Corporation Officer who Executed Agreement\*\* Title of Officer who Executed Agreement

is authorized to execute documents and forms on behalf of the corporation and be bound by the terms and conditions of the Agreement.

Witness my hand and seal of office on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witnessing Officer

\_\_\_\_\_  
Title of Witnessing Officer

\* The party signing this document must be an officer of said Corporation.

\*\* The Officer listed in the Corporation Officer space above must be the same Officer that executed the Agreement.



## ANTI-MONEY LAUNDERING & BANK SECRECY ACT COMPLIANCE DECLARATION

Per the final Rule 31CFR, (Parts 1010 and 1029) of the Bank Secrecy Act, dated February 14, 2012, issued by the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN) requiring non-bank residential mortgage lenders, mortgage loan brokers and originators to establish an Anti-Money Laundering (AML) program and file Suspicious Activity Reports (SARs), loanDepot Wholesale requires that all third party clients certify that they are fully compliant with the Rule.

The applicant named below hereby certifies that they have a current and compliant Anti-Money Laundering (AML) plan in place.

Return this executed declaration to: [clientservices@ldwholesale.com](mailto:clientservices@ldwholesale.com)

\_\_\_\_\_  
Principal Officer/Owner Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Principal Officer/Owner Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Main Location Address, City, State, Zip



## CONSUMER COMPLAINTS POLICY DECLARATION

Consumer complaints are early indicators of compliance issues or violations which the *Consumer Financial Protection Bureau (CFPB)* places a strong emphasis on and holds lenders accountable for with all third party partners. As an approved broker with loanDepot Wholesale, a division of loanDepot, LLC, you are expected to promptly and effectively handle and resolve all consumer complaints.

Consumer complaints include but are not limited to: telephone, email, fax, internet, U.S. Mail or any other means used by a consumer to express dissatisfaction, regardless of the source and significance.

I certify that we have current and effective Consumer Complaint Policies and Procedures in place. Our company's consumer complaints are handled by:

\_\_\_\_\_  
NAME OF PERSON RESPONSIBLE FOR CONSUMER COMPLAINTS

\_\_\_\_\_  
TITLE OF PERSON RESPONSIBLE

\_\_\_\_\_  
PRINCIPAL OFFICER/OWNER NAME (Print)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINCIPAL OFFICER/OWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
MAIN LOCATION ADDRESS, CITY, STATE, ZIP

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<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.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

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

## Privacy Act Notice

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