



**COMMERCIAL LENDING
BROKER APPLICATION &
AGREEMENT PACKAGE**

Please complete and return this Commercial Broker Application and Agreement Package for approval to broker Residential Business Purpose loans to GIANT Lending Commercial (“GIANT”).

Processing and approval of the Commercial Broker Application and Agreement Package is required before loans can be submitted to GIANT. Please deliver the completed packet to your GIANT Account Executive (AE) or email to clients@TheGIANTLending.com.

BROKER APPROVAL CHECKLIST FOR BUSINESS PURPOSE LOANS

Please provide the items listed below, completed in full and signed where indicated, so we may process your Commercial Lending Broker Application.

- | | | | | |
|--|--|--|--|---|
| <input type="checkbox"/> | 1. Commercial Broker Application | | | |
| <input type="checkbox"/> | 2. Commercial Broker Agreement | | | |
| <input type="checkbox"/> | 3. Loan Fraud Zero Tolerance Disclosure | | | |
| <input type="checkbox"/> | 4. Authorization to Investigate Background | | | |
| <input type="checkbox"/> | 5. Where required, copies of proof of state licensure in states where Broker will conduct business with GIANT | | | |
| <input type="checkbox"/> | 6. Year-To-Date Unaudited Financials (P&L and Balance Sheet) | | | |
| <input type="checkbox"/> | 7. Completed and signed IRS Form W-9 | | | |
| <input type="checkbox"/> | 8. Organizational Chart, listing all Corporate Officers | | | |
| <input type="checkbox"/> | 9. Proof Broker is actively engaged in residential finance-related activities (one of the following will suffice): <ul style="list-style-type: none"> a. Three (3) copies of Final Settlement Statement from previous transactions clearly showing payment to Broker or primary individual (redaction of private information acceptable); OR b. Two (2) copies of Final Settlement Statement (per (a) above) and a copy of one (1) advertisement in finance-related periodicals, social media groups, etc.; OR c. Proof of valid and current Mortgage Loan Originator (MLO) license (or equivalent) through NMLS (providing a NMLS ID will suffice) | | | |
| <input type="checkbox"/> | 10. Entity Formation Documentation <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-right: 1px solid black; padding-right: 10px;"> <p><u>Corporation</u></p> <ul style="list-style-type: none"> • Articles of Incorporation (filed copy) • Bylaws or Minutes • Company Business License • If one of the above does not clearly show shareholder names, Stock Ledger/Stock Certificates </td> <td style="width: 33%; border-right: 1px solid black; padding-right: 10px;"> <p><u>Limited Liability Company (LLC)</u></p> <ul style="list-style-type: none"> • Articles of Organization (filed copy) • Company Business License • Operating Agreement • If one of the above does not clearly show shareholder names, Documentation of Ownership </td> <td style="width: 33%; padding-left: 10px;"> <p><u>Partnership (GP, LLP, LP)</u></p> <ul style="list-style-type: none"> • Company Business License • Partnership Formation Document (filed copy) • Partnership Agreement </td> </tr> </table> | <p><u>Corporation</u></p> <ul style="list-style-type: none"> • Articles of Incorporation (filed copy) • Bylaws or Minutes • Company Business License • If one of the above does not clearly show shareholder names, Stock Ledger/Stock Certificates | <p><u>Limited Liability Company (LLC)</u></p> <ul style="list-style-type: none"> • Articles of Organization (filed copy) • Company Business License • Operating Agreement • If one of the above does not clearly show shareholder names, Documentation of Ownership | <p><u>Partnership (GP, LLP, LP)</u></p> <ul style="list-style-type: none"> • Company Business License • Partnership Formation Document (filed copy) • Partnership Agreement |
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IMPORTANT NOTE: Alterations, modifications, or amendments to the GIANT Lending Commercial Lending Broker Application and Agreement must not be applied and will not be accepted. *Please contact your GIANT Lending Account Executive if you have comments or questions about this application and agreement. Thank you.*

Your GIANT Lending Account Executive:	
AE Name:	
Email Address:	
Phone Number:	



A. COMPANY INFORMATION

Legal Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Main Phone: _____ Website: _____
Contact: _____ Title: _____
Contact Ph: _____ Email: _____

B. COMPANY PROFILE

C-Corp General Partnership Limited Partnership LLC S-Corp Sole Proprietorship
State of Incorporation: _____ Date Incorporated: _____
DBA(s): _____

Licenses Held: (List Each License Type, its Corresponding License Number, and Attach a Clear Copy)

Owner(s) and Percentage of Ownership:

Owner's Full Name	%	Owner's Full Name	%
_____	_____	_____	_____
_____	_____	_____	_____

C. QUESTIONNAIRE (Include Explanation for any Yes Answer)

- Has Company, any Owner, or Corporate Officer been involved in any criminal proceeding or litigation in the past 7 years? Yes No

- Has Company, any Owner, or Corporate Officer been named as a defendant in a lawsuit in the past 7 years? Yes No

- Has any Owner or Corporate Officer ever been convicted of a crime? Yes No

- Has Company, any Owner, or Corporate Officer filed for protection from creditors under any provision of bankruptcy laws within the past 7 years? Yes No

- Has Company, any Owner, or Corporate Officer ever had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? Yes No



D. STATES IN WHICH COMPANY DOES BUSINESS

Please list all states in which Company will originate commercial loans. For each state that requires a license to originate commercial loans, please indicate the state(s) here and attach a copy of the authorizing license (if license required) for each.

- AK AL AR AZ CA CO CT DC DE FL
- GA HI IA ID IL IN KS KY LA MA
- MD ME MI MN MO MS MT NC ND NE
- NH NJ NM NV NY OH OK OR PA RI
- SC SD TN TX UT VA VT WA WI WV
- WY

E. AUTHORIZATION & ACKNOWLEDGMENT

By signing below, I hereby certify that the information provided herein is complete, true, and correct. In addition, I give OCMBC, Inc., dba GIANT Lending, a California corporation ("GIANT") authorization to obtain and/or verify information including a credit report for the company and all executive officers and/or principal owners from any source. GIANT is also authorized to submit Company's name and the name of each Company employee for screening through and/all background check database, including but not limited to MIDEX (database operated by Mortgage Asset Research Institute ("MARI")).

Principal/Owner #1: _____

Date of Birth: _____ **Social Security Number:** _____

Home Address: _____

Phone Number: _____ **Alt. Phone (Optional):** _____

Signature _____
Date



1.0 PARTIES

This Broker Agreement (hereinafter “Agreement”), is entered into in Irvine, California on this ____ day of _____ 20__, with OCMBC, Inc. dba GIANT Lending, a California corporation with its principal offices located at 19000 MacArthur Blvd., Suite 200, Irvine, California, 92612 (hereinafter “GIANT”), and _____, a _____ (enter the state in which incorporated and type of business entity), with its principal place of business located at _____

_____ (enter primary office address) (hereinafter “Broker”). GIANT and Broker are also referred to herein individually as “Party” and collectively as “Parties.”

2.0 SUBJECT MATTER OF AGREEMENT

GIANT is a mortgage banker engaged in the business of, among other things, receiving loan application packages from mortgage or commercial brokers for funding consideration. The purpose of this Agreement is to set forth the Parties’ rights and obligations with respect to such loan application packages as Broker may from time to time submit to GIANT for funding consideration.

3.0 INTEGRATED AGREEMENT

This Agreement, including any and all other materials, which are incorporated into this Agreement by reference as set forth below sets forth the entire understanding between the Parties, whether written or oral, with regard to said subject matter. Except as expressly provided otherwise elsewhere in this agreement, no amendments, supplements, addenda, or waivers of any term or provision of this Agreement shall be valid or have any force or effect whatsoever unless set forth in writing and signed by an authorized representative of each of the Parties to this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT

Nothing contained herein shall obligate Broker to submit all the loan application packages it creates or generates to GIANT nor shall GIANT be obligated to approve and/or fund any loan application package submitted by Broker, it being expressly understood by and between the Parties that this is a nonexclusive Agreement.

5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing contained herein shall constitute a partnership or joint venture between or among GIANT and Broker. The Parties hereby expressly agree and acknowledge that they are, at all times, operating as independent contractors. Broker shall at no time and under no circumstance represent itself as part of GIANT or enter into any contract or agreement with any third party by or on behalf of GIANT.

6.0 GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California.

7.0 BROKER AGREEMENTS, REPRESENTATIONS, AND COVENANTS

In consideration for the Agreement of GIANT to receive from Broker and consider for funding such business purpose loan application packages as Broker may from time to time submit to GIANT, Broker hereby agrees, represents, and covenants, as the case may be, as follows:

- 7.1** Each such business purpose loan application package that Broker submits to GIANT on behalf of the potential borrower(s) for whom Broker is working shall be completed and submitted to GIANT at the sole and exclusive expense of Broker and/or the potential borrower(s) on whose behalf Broker is working.
- 7.2** Each such submission of a business purpose loan application package to GIANT by Broker shall be made under such programs, procedures, and fee schedules as GIANT may from time to time establish, in its sole and exclusive discretion. Broker's general responsibilities are: 1) Submit completed loan packages for prospective borrowers under such programs, procedures and fee schedules as GIANT may periodically establish; 2) Furnish GIANT with all of the prospective borrowers' credit, financial and other information as GIANT may require; 3) Provide such information as GIANT may reasonably request; and 4) Perform other services as GIANT shall require, in order to fund transactions pertaining to individual business purpose loans.
- 7.3** At the time of submission of each such business purpose loan application package, Broker shall have properly prepared, and shall then furnish to GIANT in the form required, such items or documents as GIANT may require, and shall thereafter provide any additional documentation requested by GIANT including without limitation such information and/or documentation as GIANT may require in order to comply with such laws and/or regulations as may be applicable to GIANT and/or the business purpose loan application package and/or GIANT's consideration thereof for funding.
- 7.4** Broker shall furnish GIANT with such information and/or documentation as may be required, and shall provide GIANT with such information and/or documentation as GIANT may request, which GIANT may, in its sole and exclusive discretion, determine that it requires in order for it to ensure to its satisfaction that each such business purpose loan application package Broker has submitted to GIANT will, if the loan applied for is funded, result in a loan that will be saleable by GIANT in the secondary market for such loans.
- 7.5** The contents of each such business purpose loan application package submitted to GIANT shall become the property of GIANT immediately upon submission, and all information contained therein is but is not required by this Agreement to be, subject to independent verification by GIANT.
- 7.6** Broker has not made any false, misleading, or incomplete statements or omissions to GIANT in connection with Broker's Commercial Lending Broker Application for approval by GIANT or with respect to each such business purpose loan application package submitted to GIANT under the terms of this Agreement, or omitted to state a fact required to be stated therein or necessary to make the information and statements made therein not misleading.
- 7.7** Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrower(s) on whose behalf it submits a business purpose loan application package to GIANT which it has not communicated to GIANT, and all documents and instruments prepared or submitted by Broker, either with the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response to GIANT's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect.
- 7.8** No appraisal or title company, controlling, controlled by, or under common control with Broker shall be used in connection with the origination or closing of any loan resulting from a business purpose loan application package submitted to GIANT under the terms and provisions of this Agreement.

- 7.9** Broker will make such investigations and inquiries as are necessary to verify the truthfulness and completeness of all information provided in each business purpose loan application package submitted to GIANT, including without limitation, information relating to the creditworthiness of the potential borrower(s) and the value of the real property securing the loan being applied for by the potential borrower(s), and with regard to each such business purpose loan application package submitted to GIANT hereunder, and all information contained therein, all such information is true, accurate and complete as of the date the loan application package is submitted to GIANT for funding consideration and on the date the loan closes and funds, and Broker has not omitted any material information either from the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to GIANT request(s), if any, for additional information and/or documentation, or otherwise.
- 7.10** If at any time during the period between the original submission of a business purpose loan application package and the closing and funding of the loan applied for, Broker learns or has reason to believe that any of the information or documentation submitted by Broker either with the business purpose loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to GIANT request(s), if any, for additional information and/or documentation, or otherwise, or if any of Broker's representations and/or warranties with regard thereto, either when submitted or made, or thereafter became not true, not valid and/or not genuine, Broker shall immediately give written notice thereof to GIANT.
- 7.11** Broker has fully disclosed to GIANT in writing and agrees to fully disclose to GIANT in writing on an ongoing basis throughout the term of this Agreement, the existence of any and all past or present claims actions, lawsuits, legal or administrative proceedings, arbitrations, and dispute resolution proceedings of any kind or nature regardless of whether they are or were civil, criminal, quasi-criminal, administrative, or otherwise, as well as all unfiled claims, including without limitation repurchase requests or indemnification or "make whole" claims, by any licensing or law enforcement authority or by any other lenders against Broker or any of Broker's salespersons, employees, partners, associates, shareholders, or members, whether presently or formerly associated with Broker.
- 7.12** All salespersons and employees of Broker, and all persons associated with Broker who will provide services in conjunction with the submission of each business purpose loan application package submitted to GIANT under the terms of this Agreement have, in so doing, acted in compliance with the requirements applicable to Broker under this section of the Agreement with regard to each such submission of a business purpose loan application package to GIANT and Broker shall bear full responsibility for any instance of noncompliance with the terms of this section of the Agreement by any such person.
- 7.13** If required by the domicile state, Broker is now and at all times during this Agreement shall remain duly licensed under the laws of the state(s) in which Broker does business, in possession of all necessary licenses, endorsements, permits, and/or certifications to originate and broker business purpose loans secured by deeds of trust or mortgages encumbering dwellings or other real property in such state(s), and has the legal authority to engage in the activities contemplated by this Agreement, and all persons employed by or associated with Broker to carry on the business contemplated under this Agreement shall at all times hereunder either be able to validly do so or shall have their own valid and duly issued license(s), endorsements, permits and certifications to do so, where required by the state.

- 7.14** If Broker is other than a sole proprietorship, Broker is and throughout the term of this Agreement will remain duly organized and existing as a corporation, limited liability company, partnership, or other form of business organization in good standing under the laws of the jurisdiction in which Broker has formed and organized and Broker has and will continue to have the requisite power and authority to enter into and perform the terms of this Agreement.
- 7.15** Where applicable, Broker shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, regulations, and rules regarding the processing and origination of business purpose mortgage loans, including but not limited to: the Equal Credit Opportunity Act and Regulation B; Real Estate Settlement Procedures Act and Regulation X; Truth-in-Lending Act and Regulation Z; Home Ownership and Equity Protection Act; Fair Housing Act; Fair Credit Reporting Act; Federal Consumer Credit Protection Act; Gramm-Leach-Bliley Act; California Civil Code; California Housing Financial Discrimination Act; Flood Disaster Protection Act; Patriot Act; Appraiser Independence Rules (and pertinent sections of Regulation Z regarding appraiser independence).
- 7.16** No obligation of Broker under the terms of this Agreement may be assigned or delegated by Broker to any third party without the express written consent of GIANT.

8.0 TERM AND TERMINATION

The term of this Agreement shall be indefinite and shall commence with the effective date as provided in Section 19.0 of this Agreement. GIANT reserves the right to terminate this Agreement at any time, and for any reason, which termination shall be effective upon notification to Broker by authorized representatives of GIANT.

9.0 INDEMNIFICATION

- 9.1** Broker shall indemnify and hold GIANT harmless from and against any and all loss, claim, damage, liability, and cost sustained or incurred by GIANT, including all costs and reasonable attorney's fees and costs, arising out of or based upon the accuracy or breach of any warranty or representation made by Broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement, or any claim by a business purpose mortgage loan applicant arising out of a failure or refusal to fund a mortgage loan. In the event of any claim against GIANT or Broker by a mortgage loan applicant, GIANT shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such mortgage loan applicant, including, without limitation, the right to compromise, settle, defend, or continue any such action. GIANT shall have the right but shall be under no obligation, to assume the legal defense of Broker, and Broker shall pay GIANT its reasonable share of legal costs and expenses.
- 9.2** Broker agrees to repurchase from GIANT any mortgage loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event Broker has breached any of the terms of this Agreement. Broker shall effectuate the purchase of any mortgage loan required to be repurchased pursuant to this Agreement within thirty (30) days, after Broker's receipt of written demand for repurchase from GIANT. The repurchase price for any mortgage loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the mortgage loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by GIANT with regard to such mortgage loan during the life of the mortgage loan; (d) all other costs and expenses incurred by GIANT including penalties incurred from any investor or servicer and reasonable attorney fees incurred in connection with the purchase; and (e) any fees paid by GIANT, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such mortgage loan. Upon



purchase of a mortgage loan by Broker, GIANT shall endorse the note and shall assign the mortgage in recordable form to Broker without representations and warranties, whether express or implied and without recourse to GIANT.

10.0 WAIVERS OF REMEDIES

GIANT's failure or delay to audit any loan prior to closing and funding, or GIANT's failure or delay in giving notice to Broker of any material loan application or document discrepancy discovered after funding or GIANT's failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

11.0 MATERIALS INCORPORATED BY REFERENCE

The Parties hereby incorporate into this Agreement by this reference each and all of the terms and provisions of the following documents, copies of which are appended hereto: Fair Lending Acknowledgement; Fraud Policy Disclosure; and Broker's Commitment to Responsible Lending.

12.0 JURISDICTION AND VENUE

The Parties hereby expressly agree and consent that jurisdiction and venue for any dispute arising out of this Agreement shall be in the Superior Court of the State of California in and for the County of Orange, or in the Orange County Division of the United States District Court for the Central District of California.

13.0 NOTICES

All demands, notices, and communications delivered to a Party hereunder shall be in writing (which may be delivered by electronic transmission to the email addresses set forth below) and shall be deemed delivered only when received by the party to which they are sent. Any such demand, notice, or communication not delivered via electronic transmission shall be delivered by a recognized private courier service or deposited with the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed as follows (unless such address is changed by written notice hereunder).

13.1 IF TO BROKER:

Attention: _____
Company Name: _____
Address: _____
City, State Zip: _____
Telephone: _____ **Email:** _____

13.2 IF TO GIANT LENDING:

Attention: Client Approval Department
OCMBC, Inc. dba GIANT Lending
19000 MacArthur Blvd., Suite 200
Irvine, CA 92612
Telephone: 877-223-7566 Email: admin@TheGIANTLending.com



**COMMERCIAL LENDING
LOAN FRAUD ZERO TOLERANCE DISCLOSURE**

All Loan Brokers must be aware that the Broker bears the responsibility for all actions of his or her Employees and/or Licensees. The Broker is responsible for the content and quality of each loan application taken and each loan submitted to GIANT Lending (“GIANT”). **Submission of a loan application containing false information is a crime punishable by law, is considered to be a form of Loan Fraud, and GIANT maintains a Zero Tolerance Policy for any type of Loan Fraud.**

A. Types of Loan Fraud

1. Submission of inaccurate information, including false statements on a loan application and falsification and/or forgery of documents purporting to substantiate asset or deposit information, credit, employment, and/or personal information, including identity, ownership (or non-ownership) of real property
2. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated on the Security Instrument
3. Lack of due diligence by Broker, Interviewer, Loan Originator, Processor, including failure to obtain all information required by the application and failure to request information as dictated by the Borrower’s responses to other questions
4. Unquestioned acceptance of information or documentation that is known or should be suspected to be inaccurate
5. Allowing an applicant or interested third party to assist with the processing of the loan
6. Broker’s non-disclosure of relevant information

B. Consequences

The effects of Loan Fraud are costly to all parties involved. GIANT stands behind the quality of its loan production. Fraudulent loans cannot be sold to investors in the Secondary Market and if sold will require repurchase. Fraudulent loans damage GIANT’s reputation with those investors. The price paid by those who participate in Loan Fraud is even more costly. Following is a list of some of the potential consequences that may be incurred.

Potential Consequences to the Broker

Any or all of the following may occur as a result of committing loan fraud; this is not an exhaustive list:

1. Immediate loss of approval to do business status with GIANT
2. Civil action by GIANT and/or other parties to the transaction
3. Criminal prosecution
4. Loss of licenses

C. Broker’s Zero Fraud Tolerance Statement and Signature

I have read the foregoing and fully understand GIANT’s position on Loan Fraud. Neither this Broker nor any party acting on this Broker’s behalf will knowingly and/or willfully engage in the practice of any loan fraud or any actions that may be defined as loan fraud that result in the origination and submission of a fraudulent loan to GIANT.

Broker Name	Broker Title
Broker Signature	Date
Principal Officer Name	Principal Officer Title
Principal Officer Signature	Date



COMMERCIAL LENDING
AUTHORIZATION TO INVESTIGATE BACKGROUND

Each individual who owns 20% or more of the company must complete this form. (Please make copies as needed.)

A. I hereby authorize, in my individual capacity, investigation of all statements in this application and any additional information or other documentation submitted herewith, including verification of my employment (past and present), work performance, abilities, education, personal history and conviction records. (Please Initial)

B. I hereby authorize GIANT Lending, its parent corporation, and/or any subsidiaries (collectively referred to hereinafter as "GIANT") to obtain a consumer report from an outside vendor, and hereby release GIANT and those individuals providing such information from any liability or damages except where such release is prohibited by regulation or statute. (Please Initial)

C. I understand that GIANT's decision to do business with the company I represent may be conditioned in whole or in part upon my passing GIANT's background investigation, which includes verification of my accomplishments and employment history, as well as a review of criminal records and my credit history. (Please Initial)

D. I hereby certify that, during the past ten years, I have not been convicted of or pled nolo contendere to any crime nor been found liable in a civil or administrative action for wrong acts against banks, credit unions, escrow companies, industrial thrift and loan companies, savings institutions, and/or trust companies. (Please Initial)

E. I hereby certify that I have read and understand the application submitted herewith, and that all statements and comments set forth in that application are true and complete to the best of my knowledge. I understand that misrepresentation, falsification, or omission of material facts may result in denial of the business relationship contemplated herein. (Please Initial)

F. Please answer this questionnaire and attach a letter of explanation for each "Yes" response, if any.

- 1. Have you filed for protection from creditors under any provision or bankruptcy laws? [] Yes / [] No
2. Have you had your real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? [] Yes / [] No
3. Have you ever been named as a defendant in a lawsuit for alleged fraud or misrepresentation? [] Yes / [] No
4. Are you currently a party to a lawsuit? [] Yes / [] No

G. Individual Applicant Information and Signature

Name: _____ Title: _____

Date of Birth: _____ Social Security Number: _____

Home Address: _____ # of Years _____

City/State/Zip: _____

Please provide addresses for the past seven years (attach separate sheet if necessary).

Prior Address: _____ # of Years _____

City/State/Zip: _____

Signature

Date



MLO COMPENSATION POLICY & AGREEMENT

This Mortgage Loan Originator (MLO) Compensation Policy and Agreement (“Agreement”) is presented to and acknowledged by _____ (“Broker”), doing business with GIANT Lending (“GIANT”) as of _____.

WHEREAS, the terms and conditions of this Agreement shall apply to all Covered Transactions; and

WHEREAS, it is understood by Broker that it is the policy of GIANT to comply fully with the Compensation Rule, which means, among other things, that GIANT will not pay Compensation to a MLO based on the terms of a Covered Transaction, or a proxy for a term, nor will GIANT pay Compensation to a Broker if it has received Compensation from the borrower; and

WHEREAS, Broker will be given a plan to execute that will outline the Compensation terms allowable under the terms of this Agreement (the “Compensation Plan,” attached Lender Paid Compensation Election Form);

NOW, THEREFORE, in consideration of the promises and mutual agreement set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker agrees as follows:

1. **Scope:** Broker will prepare and submit to GIANT for funding consideration completed loan application packages in connection with Covered Transactions. Nothing in this Agreement will create any obligation on the part of GIANT to accept or approve a loan application package as presented. Broker agrees that all Compensation will be paid only on closed and funded Covered Transactions, and that it will be compensated according to the terms of this Agreement then in effect.
2. **Definitions:**
 - a. **Compensation:** The term “Compensation” shall mean salaries, commissions, and any financial or similar incentive, and includes, but is not limited to, annual or periodic bonuses and awards of merchandise, services, trips, or similar prizes.
 - b. **Compensation Plan:** The Lender paid broker compensation plan that Broker is required to sign, which will be issued and updated on a regular basis.
 - c. **Compensation Rule:** The Final Rule on Mortgage Loan Originator Compensation, as set forth in Regulation Z at 12 CFR § 1026.36 (https://files.consumerfinance.gov/f/201301_cfpb_loan-originator-compensation-rule_summary.pdf).
 - d. **Covered Transaction:** A “Covered Transaction” refers to a closed-end consumer credit transaction secured by a dwelling, including closed-end reverse mortgage transactions.
 - e. **Mortgage Loan Originator (or Loan Originator):** The term “Loan Originator” shall have the meaning set forth in Regulation Z at 12 CFR § 1026.36(a) and shall include, but is not limited to, any person who, in expectation of direct or indirect compensation or other monetary gain, takes an application for a Covered Transaction, or offers, arranges, or assists a consumer in obtaining or applying to obtain a Covered Transaction.
 - f. **Steering:** The term “Steering” shall have the meaning used in Regulation Z at 12 CFR § 1026.36(e) and shall include, but is not limited to, advising, counseling, or otherwise influencing a consumer to accept a particular Covered Transaction.
3. **Representations and Warranties:**
 - a. **Compensation:** Broker represents and warrants it will comply at all times with the Compensation Rule. Without limiting the foregoing, for each loan application package submitted to GIANT for funding consideration, Broker represents and warrants that all Compensation will be paid by one source, in accordance with the Compensation Rule, meaning that Broker will be paid either by the borrower or GIANT. Broker represents and warrants it did not and shall not receive Compensation based on the terms of a Covered Transaction.
 - b. **Steering:** Broker represents and warrants that it did not and shall not steer the borrower to consummate a transaction that was not in the interest of the borrower.
 - c. **Policies and Procedures:** The Broker represents and warrants that it has implemented appropriate written policies and procedures designed to ensure compliance with all aspects of the Compensation Rule and any revisions to the policies and procedures shall be done in compliance with the Compensation Rule. Broker agrees to make its policies and procedures available to GIANT upon request.
4. **Record Retention:** Broker shall retain all documentation including, without limitation, all records sufficient to evidence all compensation it receives from a creditor, a consumer or other person, regarding a Covered Transaction between itself and GIANT for a period of not less than three (3) years after the date of its receipt of Compensation, or longer if required by applicable state law.
5. **Annual Attestation of Compliance:** As part of the recertification process with GIANT, Broker shall provide GIANT with a written attestation of its compliance with all aspects of the Compensation Rule.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed:

Company Name			
Broker of Record Signature	Date	Principal Officer Signature	Date
X		X	
Broker of Record Printed Name		Principal Officer Printed Name	
Broker of Record Title (if Company Title in Addition to Broker)		Principal Officer Title	



**LENDER PAID COMPENSATION
ELECTION FORM**

LOAN ORIGINATOR INFORMATION

Legal Name of Company	Broker of Record
GIANT Lending Account Executive Name	Broker ID Number
	Implementation Term* <input checked="" type="checkbox"/> Month-to-Month

* **The Implementation Term** is effective for one month. Broker is not required to change or reaffirm its compensation level every month. Unless GIANT Lending (“GIANT”) receives written notice of Broker’s selection of a different compensation plan level within the election window, the Compensation Plan with GIANT will automatically renew for the next month. The Lender Paid Compensation Election Form must be returned to GIANT five (5) days before the start of a new term. Please email to GIANT at clients@TheGIANTLending.com

<p>LENDER PAID COMPENSATION DESIGNATION (Select only one.) Please indicate by marking one checkbox. This first box allows choosing in 0.125 increments up to 2.750%.</p> <p> <input type="checkbox"/> 1.000 <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.250 <input type="checkbox"/> 1.375 <input type="checkbox"/> 1.500 <input type="checkbox"/> 1.625 <input type="checkbox"/> 1.750 <input type="checkbox"/> 1.875 <input type="checkbox"/> 2.000 <input type="checkbox"/> 2.125 <input type="checkbox"/> 2.250 <input type="checkbox"/> 2.375 <input type="checkbox"/> 2.500 <input type="checkbox"/> 2.625 <input type="checkbox"/> 2.750 Please Initial Here: _____ </p>	
<p>Flat Fee Flat Fees are eligible on LPC comps not to exceed 2.25% (1.000—2.250%); any comps above 2.250% cannot include a Flat Fee.</p> <p> <input type="checkbox"/> \$500.00 <input type="checkbox"/> \$750.00 </p>	
<p>Minimum Revenue Amount NOTE: Please consider Closed End Seconds when choosing minimum compensation</p> <p>\$</p>	<p>Maximum Revenue Amount</p> <p>\$</p>

NOTE: Your compensation election may impact your LPC selection across all OCMBC, Inc. approved DBAs (should it be different than previous comp elections), and, by signing this, you are in agreement with that effect.

CERTIFICATION

Broker or a Broker-designated Authorized Signatory, indicates with his/her signature below that this compensation election request is approved for the Company named above and further certifies that the submitted plan is in compliance with current regulations. At least one signature is required below.

Broker of Record Signature	Date	Authorized Signatory	Date
X		X	
Broker of Record Printed Name		Authorized Signatory Printed Name	
Broker of Record Title (if Company Title in Addition to Broker)		Authorized Signatory Title	

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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