



Sunset International Center
7000 SW 97th Avenue, Suite 201
Miami, Florida 33173
www.BenworthCapital.com

Dear Broker,

Thank you for inquiring about Benworth Capital Partners Hard Equity program. We look forward to working with you. Enclosed please find the following documents for completion:

- Mortgage Broker Application
- Mortgage Broker Agreement
- W9 Form

The above forms need to be completed and returned to Benworth Capital Partners along with the following documents:

- Resume for Principle Officer
- Copy of State License(s) (MB, MBB, CL, ML)

Once you have completed all the necessary documents, please send them electronically via email to mildred@BenworthCapital.com or mail to:

Benworth Capital Partners
7000 SW 97th Avenue
Suite 201
Miami, FL 33173

Once we receive the package and your application is approved, you will be notified via email and you can begin remitting your loans.

If you have any questions please feel free to contact us at (305) 445-5223.

Thank you,

Mildred Avila
Benworth Capital Partners

Firm Legal Name

D/B/A

Applicant is a: Corporation Sole Proprietorship Partnership LLC

Business Address

City	State	Zip Code
Phone () -	Fax () -	Email Address
Website		Years in Business

Please list all company contacts

Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -

Please list all company loan officers

Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -
Name	Title	Email	Direct Phone Number () -

This Mortgage Broker Agreement ("Agreement") entered into this day _____ of _____, 20 _____ between Benworth Capital Partners (herein referred to as BWCP), a corporation duly organized and existing under the laws of the State of Florida, and _____ (herein referred to as Broker), a corporation duly organized and existing under the Laws of the State of _____.

By execution of this Agreement (which may be amended and/or supplemented from time to time by BWCP) BWCP agrees to approve and close certain Residential/Commercial Mortgage Loans submitted to BWCP by the Broker, in accordance with the terms and conditions set forth herein.

1. ELIGIBLE LOANS:

Only those loans conforming to the requirements and/or standards set forth in this agreement, BWCP guidelines and all Federal, State and Local laws will be considered for approval and closing by BWCP. BWCP is not obligated to accept, nor is Broker obligated to submit, any application packages.

2. UNDERWRITING:

All loans submitted to BWCP shall be underwritten by BWCP. Only those loans that conform to BWCP standards and guidelines, and Federal, State and Local laws will be underwritten and approved by BWCP.

3. L.O.I. (Letter of Intent):

After review and approval of a submission by Broker, BWCP will issue an LOI setting forth all the terms and conditions pertaining to the settlement of the loan. The LOI must be executed by borrower before expiration of LOI and conditions met before settlement of loan. If for any reason the LOI is not executed or conditions not met, then the LOI shall be null and void.

4. BROKER COMPENSATION:

Broker compensation must be disclosed, agreed to and signed by applicant in writing at time of application. All broker compensation must be disclosed in accordance with the requirements of applicable regulatory agencies and laws and must be equal to or less than the origination charged by BWCP. BWCP and/or Settlement agent shall remit the compensation to Broker in a timely manner after loan settlement.

5. BROKER REPRESENTATION AND WARRANTIES:

Broker represents and warrants to BWCP:

- a) That the broker is a corporation, partnership or sole proprietorship duly organized and validly existing in good standing under the law of the State of Florida.
- b) That the Broker is validly licensed and/or registered, and in good standing as a Mortgage Broker. That all loan originators employed or utilized by broker are validly licensed and/or registered and in good standing as required by law. The Broker represents that it and each loan originator will maintain said licenses in good standing throughout the term of this Agreement. Further, that no principal, officer or employee of the Broker is restricted and/or excluded from conducting business in any state or regulatory agency.
- c) There is no lawsuit, proceedings or court order that would hinder the Broker's ability to perform its obligations under this agreement.
- d) That Broker, Principals, Officers and employees are familiar and comply with all Federal, State and Local lending laws pertaining to disclosure and settlement.
- e) All documents submitted to BWCP are genuine and all borrower signatures are genuine. There are no circumstances or conditions with respect to any loan, property or trust/mortgagor that would adversely affect the quality of said loan, or cause any investor/insurer to regard said loan as un-purchasable or uninsurable.
- f) All applicable disclosures have been provided and signed by borrowers.
- g) Broker agrees that it will not represent, whether by implication, orally or in writing, that it can guarantee or otherwise obtain an approval from BWCP.
- h) Broker has not received or arranged any fees not disclosed on the Good Faith estimate.

6. INDEMNIFICATION:

Broker acknowledges that BWCP shall have relied upon the representations and warranties expressed in this Agreement. All of Broker's representations and warranties are true as of the date of execution of this Agreement and shall be true as of the day of closing by BWCP of each loan. Accordingly, Broker agrees to hold BWCP harmless and indemnify BWCP from any and all losses, damages, costs, or expenses resulting or alleged to have resulted from failure of Broker, its directors, officers, agents, or employees to comply with the warranties, representations, and covenants of this Agreement. Broker's indemnity obligation covering all costs and expenses shall include but not be limited to attorney's fees incurred by BWCP, court costs, and judgments. Broker shall hold BWCP harmless and shall indemnify BWCP against any and all damages, suits, costs, losses, fees or claims, including without limitation reasonable attorney's fees arising out of or in connection with any negligence, fraud, or other act or omission on the part of the Broker or any other third party (including but not limited to the loan applicant, realtor, appraiser, or any vendor or agent retained by Broker) in connection with the origination of any mortgage loan that it places with BWCP. Broker further agrees to indemnify and hold BWCP free and harmless from any and all loss, damage, cost, or expense resulting or alleged to have resulted from the failure of Broker, its directors, officers, employees or agents to process the loan application in a timely and professional manner. This indemnification shall survive the term of this Agreement and further survive the closing of each loan.

7. SOLICITATION:

All loans submitted by Broker, which were approved and closed by BWCP, shall not be solicited for refinance by Broker or any of Broker's agents for a period of at least one (1) month after closing date. In the event of an early payoff on any loan, Broker shall refund to BWCP the yield spread or other premiums received by Broker on such loan. If the loan has been sold by BWCP, Broker also shall be responsible for any interest due in the month of payoff. An "early payoff" is defined as a loan that pays off prior to the six (6) month anniversary of its settlement date.

8. RECERTIFICATION:

Annually, BWCP will perform a recertification review of the Broker's approved status with BWCP. Broker agrees to provide BWCP with all required documentation and/or information required by BWCP to complete its recertification review process. Failure to provide requested documentation and/or information in a timely manner will result in the suspension and/or termination by BWCP of this Agreement.

9. DURATION:

This Agreement will become effective on the date executed and remain in effect until notification or termination by either BWCP or Broker.

10. TERMINATION:

This Agreement may be terminated, without cause, at any time by BWCP or Broker, which will not negate the obligations of either Broker or BWCP in regards to outstanding commitments or indemnifications. BWCP in its sole discretion shall have the right to cancel any registered loans upon termination. Should this Agreement be terminated by BWCP for material misrepresentation, concealment or fraud by Broker, or for excessive delinquency ratios on loans submitted by Broker, then BWCP may immediately rescind any outstanding obligations and commitments.

11. SCHEDULING OF SETTLEMENT DATE:

BWCP will schedule the settlement/closing date for each transaction a minimum of one (1) business day after the underwriting process has been completed. Only those loans for which all terms and conditions of the commitment and all underwriting conditions have been met to the satisfaction of BWCP will be scheduled for settlement/closing.

12. DOCUMENT PREPARATION:

Broker will provide BWCP, sufficiently in advance of the scheduled settlement/closing date, with all required information and documentation for BWCP and/or the closing agent to prepare the necessary settlement documents.

13. ENTIRETY OF AGREEMENT:

This Agreement (along with the BWCP Guidelines) constitute the entire agreement between BWCP and Broker, and there are no obligations or terms other than those contained herein and therein. Modifications can be made by amendment, in writing, by BWCP. The BWCP Guidelines may, from time to time, be revised and/or updated by BWCP and will be effective as of the date specified by the amendment/update. BWCP will use best efforts to supply those amendments in a timely manner, and accommodate any loans that were submitted but not committed prior to the effective date of the amendment/update.

14. ASSIGNMENT:

Broker may not assign or transfer its rights or obligations under this Agreement without prior written consent of BWCP. This Agreement shall be binding on and inure to the benefit of valid successors to BWCP.

15. NOTICES:

Any and all notices or other communications between BWCP and Broker shall be sent to the following addresses:

BENWORTH CAPITAL PARTNERS

7000 SW 97TH AVENUE, SUITE 201

MIAMI, FL 33173

16. REPURCHASE:

(a) Event of Repurchase. If (i) Broker breaches any covenant or requirement set forth in this Agreement, or (ii) any of the representations or warranties made herein by Broker are false, incorrect or otherwise misleading at the time made or at any time thereafter, or (iii) a borrower fails to make any of the first three mortgage payments as set forth in the closing documents, or (iv) the borrower or any other party to the mortgage transaction made a false representation in connection with the loan, whether or not the Broker was a party to or had knowledge of such false representation, then Broker, upon receipt of written demand from BWCP, shall immediately repurchase each loan relating thereto in accordance with this section 17. (b) Repurchase Price. The repurchase price shall be equal to the sum of: (i) the amount of the premium or other compensation paid by BWCP to Broker in connection with such loan hereunder, (ii) all costs incurred by BWCP in underwriting, closing, funding or otherwise related to the loan, (iii) the unpaid principal balance of the loan, (iv) all accrued but unpaid interest thereon at the applicable note rate through the date of repurchase, (v) any unreimbursed advances, costs or expenses made or incurred by BWCP in connection with such loan, (vi) the amount of all unpaid late charges, and (vii) if BWCP has sold the loan, all other costs incurred by BWCP in purchasing the loan from the investor or pool. Within 24 hours after receipt of written demand for repurchase from BWCP, Broker shall remit the repurchase price to BWCP by wire transfer of immediately available funds. (c) Cure. BWCP shall provide Broker with the opportunity to cure, to the satisfaction of BWCP or the investor, as applicable, any and all defects related to the loan that gave rise to the repurchase obligation. Such opportunity to cure shall exist for a period of time that is reasonable, in the sole judgment of BWCP, under the circumstances (but in no event greater than 30 days), and shall be at Broker's sole cost and expense.

18. OFFSET, VALID CLAIMS:

If Broker owes any amount to BWCP hereunder or under any other agreement between Broker and BWCP, then BWCP shall have the right, without notice, to deduct any and all of such amounts from amounts that otherwise would be payable hereunder by BWCP to Broker. BWCP's acceptance, approval, closing or review of, or failure to review, any loan file or any portion of a loan file shall not affect BWCP's right to demand indemnification, repurchase or any other relief available at law or in equity, or the validity of such demand.

19. GOVERNING LAWS AND CHOICE OF VENUE:

This Agreement shall be governed by applicable Federal Law and those Laws of the State of Florida both as to interpretation and performance. Any suit or proceeding shall be brought in the applicable Federal or State courts located in Miami-Dade County, Florida, which applicable court(s) shall have exclusive jurisdiction in connection with any such suit or proceeding, and venue shall be appropriate.

In Witness whereof, on this _____ day of _____, 20_____, the parties have executed this Mortgage Broker Agreement.

Benworth Capital Partners

Broker: _____

Signature

Signature

Name/Title

Name/Title

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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 page 2), 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 Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 the "Name" line 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation 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 ⁴
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 Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*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, social security number (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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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.