



## Sequoia Mortgage Capital Broker Package

Please submit the following completed documentation along with this coversheet to Sequoia Mortgage Capital for Broker Approval:

- Completed & Signed Broker Agreement
- Signed Broker Agreement Exhibit C – ADR
- Completed & Signed “Disclosure/Due Diligence”
- Completed Broker Information Form
- Copy of Broker & Company License(s)
- Completed Agents List and Processors List
- Completed Additional Branch Offices Form (if applicable)
- Copy of Branch License(s) (if applicable)
- Completed, Signed, & Dated W-9

Fill in your Account Executive’s Name (if known): \_\_\_\_\_

Do you have a loan submitted & pending with us? Yes No (please circle one)

**Submit completed broker package to Sequoia Mortgage Capital’s Broker Relations Department:**

**1114 Irwin Street  
San Rafael, CA 94901  
Tel: (415) 946-8201  
Fax: (415) 946-8230  
[BrokerRelations@SequoiaMortgage.com](mailto:BrokerRelations@SequoiaMortgage.com)**

Broker packages are usually approved within one business day.  
Broker credit is not used in the approval process.



## Broker-to-Broker Agreement (Bifurcated Agency)

This BROKER-TO-BROKER AGREEMENT ("Agreement") is made on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ and between SEQUOIA MORTGAGE CAPITAL, INC. ("SEQUOIA") and \_\_\_\_\_ [BORROWER'S BROKER] ("Borrower's Broker").

### RECITALS

A. SEQUOIA is licensed by the California Department of Real Estate ("DRE"), license # 01391106, to perform services as a corporate California real estate broker, and engages in the business of making and/or arranging loans secured by deeds of trust on real property ("Loans"). The Loans may be made by SEQUOIA or arranged by SEQUOIA on behalf of various third party lenders (collectively "Lenders").

B. Borrower's Broker is licensed by the DRE, license # \_\_\_\_\_, to perform services as a [corporate] California real estate broker. In addition to certain other activities, Borrower's Broker engages in the business of negotiating and arranging loans on behalf of third party borrowers ("Borrowers"), for which services Borrower's Broker receives a fee, payable by Borrowers, upon the close of escrow for any such Loan.

C. The purposes of this Agreement are: (1) to set forth the terms and conditions pursuant to which Borrower's Broker may, from time to time, negotiate and arrange residential or commercial Loans on behalf of Borrowers with or through SEQUOIA who may make a loan or who shall act solely on behalf of Lenders in arranging loans; and (2) to set forth the nature of the agency relationships between and among SEQUOIA, Borrower's Broker, their respective Borrowers, and the Lenders.

### AGREEMENT

1. **Agreement for Services.** Borrower's Broker, in its discretion and at its sole expense, may, from time to time, submit to SEQUOIA completed applications and all supporting documentation attempting to obtain Loans for prospective Borrowers ("Loan Applications"). Each Loan Application shall be complete and submitted under the terms, conditions and requirements as are determined by SEQUOIA, or its Lenders, from time to time. Concurrent with the submission of each such Loan Application, Borrower's Broker will provide SEQUOIA with such credit, appraisal, financial and other information that SEQUOIA or its Lenders may, in their sole and absolute discretion, require from Borrowers in order to determine whether or not to approve a Loan Application, or to submit any Loan Application to any affiliated or unaffiliated third party lender. Notwithstanding any other provision in this Agreement, SEQUOIA shall have the sole and absolute discretion regarding whether: (i) to accept and approve any Loan Application submitted by Borrower's Broker; (ii) to make any Loan; and (iii) to submit the Loan Application to any one or more Lenders. Acceptance of a Loan Application by SEQUOIA for review shall not be, nor shall it be represented to the Borrower or anyone else to be, loan approval or conditional loan approval. Borrower's Broker shall not represent to Borrower, or to any third person, that SEQUOIA or Lender has agreed to make a loan unless or until the Lenders have issued, directly or through SEQUOIA, a written and signed loan commitment, with or without conditions.

#### 2. **Relationship and Withholding.**

(a) Independent Contractor/Non-Agency. SEQUOIA and Borrower's Broker agree that: (1) each is acting as an independent party; (2) Borrower's Broker shall provide services hereunder as an independent contractor of Borrower, and Borrower's Broker shall in no way be deemed or considered to be the agent, subagent, representative or employee of SEQUOIA or of Lenders for any purpose, even though compensation may be paid to SEQUOIA or its Lender by the Borrower and that compensation may be split with Borrower's Broker as compensation for Borrower's Broker's services rendered to Borrower; and (3) Borrower's Broker is not a partner or joint venturer with SEQUOIA or its Lenders. Borrower's Broker shall operate from premises other than those of SEQUOIA and shall have discretion in the manner of carrying out the activities to be performed by him/her under this Agreement, so long as he/she performs his/her obligations hereunder and, at all times, fully complies with all applicable laws and regulations. Borrower's Broker shall have no authority to bind SEQUOIA or Lenders in any way or to make any representations or warranties on behalf of SEQUOIA or Lenders to Borrower or to any third party.

(b) Withholding. SEQUOIA shall not withhold any amounts for federal and state income taxes, F.I.C.A., S.D.I., worker's compensation, unemployment compensation, or the like, from any fee or other form of compensation paid to Borrower's Broker under the terms of this Agreement. Borrower's Broker shall pay all federal and state income taxes, F.I.C.A., self-employment tax, S.D.I., and all other taxes and charges levied or assessed with respect to any fee or other form of compensation paid to Borrower's Broker under this Agreement.

(c) W-9 and Licenses. Along with a signed copy of this Agreement, and as a condition thereof, Borrower's Broker shall deliver to SEQUOIA: (1) a completed W-9 form showing Borrower's Broker's Social Security Number or its Federal Identification Number; and (2) true and accurate copies of current, valid licenses from the Cal. Dept. of Real Estate including: a corporate broker's license and a designated officer's broker's license (if Borrower's Broker is a corporation); an individual broker's license (if not a corporation) and real estate licenses for all employees who will be performing any acts or services requiring a real estate license under California law or under any applicable federal, state or local law. For any licensees who were not previously disclosed to SEQUOIA (e.g., new broker or salesperson licensees or new designated broker), Borrower's Broker agrees to update its licensee information promptly, but no later than the time of submitting a new Loan Application, by delivering to SEQUOIA true and accurate copies of valid licenses from the DRE for each and every person for whom Borrower's Broker would have been required to provide such information at the time this Agreement was signed by Borrower's Broker and delivered to SEQUOIA.

**3. Agency Relationship with Borrowers and Lenders.** Unless expressly agreed to the contrary in writing, with respect to all Loan Applications taken by Borrower's Broker and submitted to SEQUOIA and with respect to all loans made or arranged pursuant to this Agreement, Borrower's Broker shall act solely as agent for Borrowers, and SEQUOIA shall act solely as agent for Lenders or on behalf of the Lenders; and no dual agency or sub-agency shall be created except with the express written disclosure to, and consent of, the respective principals (i.e., the Borrower and the Lender).

As part of each Loan Application, Borrower's Broker shall deliver to SEQUOIA an original agency confirmation signed by the Borrowers agreeing to, and acknowledging, the agency relationship between the Borrower, Borrower's Broker and SEQUOIA. Said agency confirmation shall be in the form attached hereto as Exhibit "A" or such amended form as is adopted by SEQUOIA, or its Lenders, from time to time. Borrower's Broker shall take no action, and make no representations to Borrower or to any third party, that are inconsistent with the agency relationship confirmed by the Borrower in the agency confirmation submitted to SEQUOIA along with each completed Loan Application.

Borrower's Broker shall be solely responsible for giving the Borrower a complete, accurate and timely Mortgage Loan Disclosure Statement ("MLDS") required under Business and Professions Code § 10240 et seq. and a Good Faith Estimate required by the California Department of Real Estate and by the Real Estate Settlement Procedures Act, 15 U.S.C. §2601 et seq. and 24 CFR 3500 et seq. ("RESPA"). Borrower's Broker shall deliver to SEQUOIA a true and accurate copy of these documents as part of the Loan Application and shall deliver to SEQUOIA a true and accurate copy of any amended MLDS's immediately after such amended MLDS is given to the Borrower and, in any case, prior to the close of the loan escrow.

Lender's Broker shall be solely responsible for giving the Lender a complete, accurate and timely Lender Purchaser Disclosure Statement ("LPDS") required under Business and Professions Code § 10232.4 et seq.

**4. Borrower's Broker's Representations and Warranties.** To induce SEQUOIA to enter into this Agreement and to induce its Lenders to make loans through SEQUOIA pursuant to this Agreement, Borrower's Broker represents and warrants to SEQUOIA and to its Lenders, at the date of execution of this Agreement and on the date each Loan Application is submitted pursuant hereto:

(a) That Borrower's Broker, and each person performing services on behalf of Borrower's Broker for which a California Real Estate license is required, has, and at all times during the term of this Agreement shall have, a current, valid California Real Estate license and all other licenses that may be required by any federal, state or local regulatory authority in order to conduct the business activities contemplated under this Agreement;

(b) That the W-9, license information and all other information submitted to SEQUOIA in support of this Agreement at any time during the term of this Agreement, is at the time made true and accurate; that Borrower's Broker will immediately notify SEQUOIA of any and all changes that subsequently render any such information to no longer be true and accurate, and that copies of licenses or other documents submitted to SEQUOIA pursuant to this Agreement are complete, unaltered, true and accurate copies of the original documents;

(c) Except as expressly disclosed in writing to SEQUOIA and consented to by SEQUOIA in writing, that Borrower's Broker has undertaken a reasonable investigation and has determine that neither Borrower's Broker nor any licensee working for Borrower's Broker: (1) is listed on the Specially Designated Nationals ("SDN") list; (2) is subject to any pending criminal, civil or administrative action by any government agency relating in any way to his/her/its conduct while acting in any capacity, whether as a principal or as an agent, involving his/her real estate license or which could lead to suspension or revocation of his/her real estate license (e.g., an investigation or accusation by the DRE, a criminal investigation or a complaint or civil law suit); (3) has had his/her/its real estate license suspended or revoked (conditionally or otherwise) within the past 5 years; or (4) has been convicted of a Felony within the past 10 years;

(d) If Borrower's Broker is a corporation or a partnership ("Entity"), that such Entity is duly organized, validly existing and in good standing under the law of its state of incorporation and is duly authorized and licensed to do business in California;

(e) That the undersigned has full authority on behalf of Borrower's Broker to execute this Agreement and any related agreements and instruments, and the consummation of the transactions contemplated by this Agreement and any related agreements and instruments, each have been duly and validly authorized by all necessary corporate action;

(f) That all information submitted by Borrower's Broker, including without limitation all Loan Applications and supporting documentation (i.e., including, but not limited to, appraisals, credit reports, VOE's, VOMs) from Borrowers or from third parties, shall be true, correct, authentic, currently valid and unaltered from the original, to the best of Borrower's Broker's knowledge and belief;

(g) That with respect to Borrower's Broker's activities in general and with respect to each Loan Application in particular, Borrower's Broker shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including without limitation and when applicable: (a) the Equal Credit Opportunity Act ("ECOA") and Regulation B, and with the Fair Housing Act, in Borrower's Broker's communications with applicants whether before or after qualification of said applicant; (b) the Truth-In-Lending Act, as amended, and Regulation Z promulgated thereunder; (c) the Real Estate Settlement Procedures Act ("RESPA") and Regulation X with respect to the mortgage loan application and settlement process; and (d) Real Estate Law, which shall be deemed to be all provisions in the California Business and Professions Code and in all Regulations promulgated by the Commissioner of the DRE (and all laws referenced therein);

(h) That whenever a loan is subject to RESPA, Borrower's Broker and each and every agent or subagent working for, with or through Borrower's Broker in providing any brokerage or any other settlement service has completed the form attached as Exhibit B hereto and that the statements therein are true and accurate both at the time made and at the time Borrower's Broker any such agent or subagent is paid any compensation;

(i) That Borrower's Broker shall not demand or receive any compensation, regardless of the form or time of payment, except as disclosed to SEQUOIA and to Borrower in the MLDS or in an Amended MLDS, true and accurate copies of which shall be given to SEQUOIA as set forth above in paragraph 3 of this Agreement;

(k) That Borrower's Broker will not and shall not charge fees and costs, when combined with all other fees and cost charged to the Borrower in a Loan made or arranged by SEQUOIA, that would render any loan a "covered loan" under Cal. Financial Code §§ 4970 et seq. or subject to the provisions of the federal Home Owners Equity Protection Act a.k.a. "Section 32 loans" (15 U.S.C. §§ 1602(aa) and 1639; Reg. Z § 226.32); and

(l) that, except as approved on a separate written addendum, Borrower's Broker has established procedures to assure, and has undertaken all reasonable efforts to verify, that Borrowers read and understand English and that Loans are negotiated primarily in English and not in any other language.

#### **5. *Commissions to Borrower's Brokers.***

(a) Commissions. During the term hereof, in consideration of Borrower's Broker's performance of services hereunder, SEQUOIA shall pay Borrower's Broker certain commissions, directly or through escrow, according to an agreement between SEQUOIA and Borrower's Broker to be confirmed in writing before each completed Loan Application is submitted. Borrower's Broker acknowledges and agrees that no commission shall be earned on a Loan Application he/she/it submits unless and until the specific Loan applied for is closed. If a Loan submitted on behalf of a borrower by Borrower's Broker is rejected by SEQUOIA or its Lender, or such Loan fails to close for any reason whatsoever, including but not limited to the fault of SEQUOIA, of its Lender or of Borrower's Broker, no commission shall be earned.

(b) Manner of Payment. Subject to subdivision (c) of this paragraph 5, and at SEQUOIA's sole option, commissions earned by Borrower's Broker under this Agreement shall be paid either through escrow or directly by SEQUOIA as soon after the closing date of any Loan submitted by Borrower's Broker as SEQUOIA holds funds to which it is entitled as a matter of right and so long as all necessary loan documents have been properly executed and delivered to SEQUOIA.

(c) Off-Sets. To the extent that SEQUOIA determines Borrower's Broker has breached any provisions(s) of the Agreement for which an Indemnity Claim would arise pursuant to paragraph 9 below, and to the extent that there are any sums of money due and owing from SEQUOIA or from Lender to Borrower's Broker, SEQUOIA and its Lender shall be entitled to withhold all such sums as a set off, which set off shall be in addition to, and not to the exclusion of, any other remedies available to SEQUOIA or to its Lenders.

**6. *Term and Termination.*** The term of this Agreement shall commence on the later of the date first stated above or upon delivery by SEQUOIA to Borrower's Broker of a fully executed original of this Agreement. Either party may

terminate this Agreement at any time, for any reason or for no reason at all (with or without cause), upon delivery of ten (10) days' written notice of termination to the other party.

**7. Compensation upon Termination.** Upon the termination of this Agreement, SEQUOIA shall pay Borrower's Broker any and all commissions earned, due and payable as of the date of termination of the Agreement ("Termination Date"), which commissions shall be paid within thirty (30) days of the Termination Date subject to paragraph 5(c) above. As to completed Loan Applications for a specific loan submitted prior to termination, commissions earned on loans closed after the Termination Date shall be paid within thirty (30) days following the closing date of such loans. No commissions shall be paid under this Agreement where a completed Loan Application for a specific loan was not submitted prior to termination; where a Borrower is represented as to a specific Loan Application by a real estate broker who is not a party to this Agreement; or where, after termination of this Agreement, SEQUOIA or Lenders make or arrange a loan for Borrower previously represented by Borrower's Broker on terms and conditions that are materially different than a previous Loan Application submitted by Borrower's Broker to SEQUOIA. SEQUOIA shall pay no commissions to Borrower's Broker if the termination resulted from Borrower's Broker's fraud, constructive fraud, gross negligence or other from any other material breach of this Agreement.

**8. SEQUOIA's Proprietary Interest in Trade Secrets.** Borrower's Broker acknowledges that during the term of this Agreement he or she may have access to and become familiar with SEQUOIA's or other Lenders' records, documents, files, policies, data and the like regarding SEQUOIA or such its Lenders and SEQUOIA's business and activities (collectively referred to herein as "Trade Secrets"). Borrower's Broker acknowledges that the Trade Secrets are special, valuable and unique assets of SEQUOIA and/or such other Lenders. SEQUOIA and/or such other Lenders would suffer great loss and damage if, during or after the term of this Agreement, Borrower's Broker should disclose, reveal, divulge or make available, either directly or indirectly, to any person, firm, partnership, corporation, association or other entity, the Trade Secrets. Accordingly, Borrower's Broker agrees that the Trade Secrets, in their entirety or any portion thereof, shall not be disclosed, revealed, divulged, or made available to any person, firm, partnership, corporation, association or other entity, either directly or indirectly during or after the term of this Agreement, unless Borrower's Broker is authorized to do so in writing by SEQUOIA's President or other authorized officer. Borrower's Broker agrees that upon termination of this Agreement for any reason, Borrower's Broker shall immediately return to SEQUOIA, or at SEQUOIA's instruction to the appropriate Lender, all Trade Secrets then held by, retained or under the control of Borrower's Broker, and Borrower's Broker agrees not to make and/or retain any copies of any Trade Secrets. If Borrower's Broker breaches the provisions of this Paragraph 8, Borrower's Broker acknowledges that SEQUOIA shall be entitled to an injunction restraining Borrower's Broker from disclosing or from threatening to disclose, in whole or in part, the Trade Secrets to any person, firm, partnership, corporation, association or other entity. Nothing contained in this Paragraph 8 shall be construed to prohibit SEQUOIA from pursuing any other rights or remedies available to it in law or in equity, including the recovery of damages from Borrower's Broker. SEQUOIA and Borrower's Broker acknowledge and agree that the provisions of this Paragraph 8 shall survive the termination of this Agreement.

**9. Indemnity.**

(a) **Borrower's Broker's Obligations.** In addition to any other remedies that the parties may have at law or equity and regardless of indemnitee's negligence, Borrower's Broker shall defend, indemnify and hold harmless SEQUOIA and its Lenders (and their respective officers, directors, agents, employees and representatives) from, against and in respect of any and all claims, losses, liabilities, demands, actions, costs, expenses, debts and direct damages, penalties, fines and forfeitures of any kind, (including, but not limited to, attorneys' fees and other professional fees) which SEQUOIA or its Lenders may incur or suffer, arising out of or in any way connected with: (1) a breach by Borrower's Broker of any representation, warranty or covenant of this Agreement; (2) Borrower's Broker's failure to perform any of its obligations under this Agreement; (3) the failure of Borrower's Broker to comply with any applicable legal requirements or with the requirements of SEQUOIA or the Lender; (4) an inaccurate or incomplete Loan Application or other documentation obtained by, prepared by or at the direction of Borrower's Broker; (5) except where SEQUOIA has expressly agreed in writing to act as an agent of Borrower or as a dual agent of Borrower and Lender, any claim by a Borrower that SEQUOIA or Lenders were the agents or subagents of Borrower or of Borrower's Broker; and (6) except where an unconditional written loan commitment has been given by SEQUOIA or its Lender, any claim by a Borrower that SEQUOIA or its Lender agreed to make or arrange a loan and failed or refused to fund said loan (each of the above shall be an "Indemnity Claim").

(b) **Notices to SEQUOIA.** In the event that an Indemnity Claim is brought or threatened, SEQUOIA or its Lender shall deliver notice to Borrower's Broker of such event, within a reasonable period of time after becoming aware of such event. Borrower's Broker's duty to indemnify, hold harmless and defend SEQUOIA or its Lender under this Agreement shall arise immediately upon receipt of notice from SEQUOIA or its Lender and without the requirement that SEQUOIA or its Lender have previously become liable to others or have been required to pay any amounts whatsoever.

(c) **Right to Defend.** After SEQUOIA or Lender makes an Indemnity Claim covered by this Section 9, Borrower's Broker, directly or through its insurance company, shall immediately provide SEQUOIA and its Lender with a defense of the action or claim upon which the Indemnity Claim is based at Borrower's Brokers sole expense and provide competent and experienced counsel of his/her/its choice reasonably acceptable to, and approved in advance by, SEQUOIA and its Lender. After Borrower's Broker or its insurance company has accepted liability hereunder, it shall keep SEQUOIA and its Lender reasonably informed of the status of such action and the costs related to the action and any proposed settlement offer which he/she/it proposes to accept. If Borrower's Broker rejects the obligation covered by the notice, SEQUOIA and its lender may defend such claim with counsel of its choice without prejudice to its rights of indemnification for any loss or expense including, but without limitation, attorneys' fees and costs.

(d) **Right to Approve Settlements.** Borrower's Broker shall not settle or offer to settle any claim or action upon which the Indemnity Claim was based without the prior written approval of SEQUOIA and Lender unless SEQUOIA and Lender are fully indemnified for all of Lender's potential liabilities and costs under the settlement and are covered by a general release of all claims.

(e) **Policy to Avoid Litigation.** It is the policy of SEQUOIA to avoid litigation whenever possible. SEQUOIA hereby reserves the sole right to determine whether or not any litigation or dispute including Indemnity Claims shall be prosecuted, referred to arbitration, defended, settled, or whether or not legal expenses shall be incurred.

10. **Survival.** The provisions of this Agreement under paragraphs 2(b) 4, 5(c), 8, 9 and 11-19 expressly survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties, and supersedes all prior and contemporaneous oral or written agreements, understandings or arrangements between the parties. Any amendment to this Agreement shall be in writing and shall be executed by both parties.

12. **Governing Law and Venue.** This Agreement shall be interpreted under and governed by the laws of the State of California and any action arising from this Agreement shall be venued in the Superior Court of the County of Marin, California.

13. **Alternative Dispute Resolution (Arbitration, Reference and Mediation).** If initialed below, any claim or dispute arising from or related to this Agreement, shall be subject to Alternative Dispute Resolution (Binding Arbitration, Mediation or Reference) as set forth in Exhibit "C" which is attached hereto.

SEQUOIA _____	Borrower's Broker _____
---------------	-------------------------

14. **Attorneys' Fees.** In the event either party commences any form of legal action (which shall include arbitration, mediation and reference, where applicable) against the other party arising from or related to this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees from the non-prevailing party as determined by an arbitrator, referee or a court of competent jurisdiction (whichever is applicable). The prevailing party shall also be entitled to reimbursement for any fees and costs actually incurred relating to litigation, mediation, arbitration and/or reference.

15. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction, arbitrator or referee in a reference to be invalid, unenforceable, illegal or void, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

16. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed delivered on the same date if by personal delivery, or twenty-four (24) hours after deposit with a nationally recognized overnight courier service, or three (3) days after deposit in the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid and addressed to the party at the address set forth below. Either party may change his, her or its address by delivering written notice to the other party pursuant to the terms of this Paragraph 16.

17. **Agreement Non-Assignable.** This Agreement is not assignable by Borrower's Broker except with the express written consent of SEQUOIA.

18. **Incorporation of Recitals.** The recitals set forth above are incorporated as if fully restated in this Agreement.

19. **Rules of Construction.** As this Agreement has been negotiated by all the parties hereto, the language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party even if that party drafted the Agreement. Any form of the word "include" used herein shall be deemed to be followed by the words, as

appropriate, "without limitation" or "but shall not limited to" or "but not limited to". The intention of the parties is to avoid an interpretation that will limit examples which may be given as the only interpretation of the sentence, excluding other possibilities.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

SEQUOIA MORTGAGE CAPITAL, INC..

By: \_\_\_\_\_  
Jason H. Freskos, President

1114 Irwin Street  
San Rafael, CA 94901  
Phone: (415) 946-8201  
Facsimile: (415) 946-8230  
E-mail: BrokerRelations@sequoiamortgage.com

**Borrower's Broker:** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_ [Capacity]

[Address] \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**EXHIBIT A**  
**BORROWER AGENCY CONFIRMATION**

A "Mortgage Broker" is person who possesses a real estate broker's license issued by the California Department of Real Estate ("Broker's License") who uses his/her/its license to make loans to Borrower or to arrange loans between lenders and borrowers. A Mortgage Broker, either acting directly or through one or more associate licensees, can legally be the agent of both the Borrower and the Lender in a loan transaction, but only with the knowledge and consent of both the Borrower and the Lender.

A Mortgage Broker may represent only the Borrower, only the Lender or both the Borrower and Lender. The nature and scope of the Mortgage Brokers' duties to the Borrower will depend upon whether he/she/it is acting solely as Borrower's agent; as a dual agent representing both the Borrower and the Lender; or solely as agent for the Lender. A Mortgage Broker acting as the Borrower's agent will have a fiduciary duty of utmost care, integrity, honesty, and loyalty ("Fiduciary Duties") in dealings with the Borrower and other duties to the Lender, including a duty of honest and fair dealing and good faith. A Mortgage Broker acting solely as agent of the Lender will owe Fiduciary Duties in dealings with the Lender and other duties to the Borrower, including a duty of honest and fair dealing and good faith.

The Lender and the Mortgage Broker for the Lender may require, as a condition of making or arranging a loan to the Borrower that the Borrower and Lender each be solely represented by their own independent Mortgage Broker and that Borrower confirm the nature of the agency relationship as set forth below:

\_\_\_\_\_ (Borrower's Broker) is the agent of (check only one):

- the Borrower exclusively; or
- both the Borrower and the Lender.

**SEQUOIA MORTGAGE CAPITAL, INC.** is the agent of (check only one):

- the Lender exclusively; or
- both the Borrower and the Lender.

Neither the fact that Borrower pays a commission, fees and costs to the Lender or to the Lender's Mortgage Broker nor the fact that Lender's Mortgage Broker may share the commission with Borrower's Mortgage Broker and reimburse or pay Borrower's Mortgage Broker for part or all of such fees and costs, makes the Lender's Mortgage Broker Borrower's agent. The Borrower should be aware that when Borrower is represented exclusively by Borrower's own exclusive agent (Mortgage Broker), that exclusive agent does not represent or act on behalf of the Lender or Lender's Broker in any manner whatsoever. Should any broker listed above be designated as representing both Borrower and Lender (i.e., as a dual agent), by signing below, Borrower consent to such dual agency.

The undersigned Borrower understands and agrees that the agency relationships is as set forth above and will remain as set forth above unless the Lender, Borrower and the Mortgage Brokers agree in writing to a change of agency relationship, in which case the Borrower will be asked to execute an amended or new agency confirmation. Borrower understands and agrees that any agency relationship created with any broker referenced above shall terminate at the earlier of: the close of the loan escrow; or, at such time as the Lender or Lender's Broker notifies Borrower that Borrower's application for a loan has been denied.

Date: \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_ Borrower

Date: \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_ Borrower

**EXHIBIT B**

**RESPA Compensation Representation and Declaration**

One "RESPA Compensation Representation and Declaration" (Exhibit B) shall be completed by each Broker to receive compensation from the loan:

1. Name of Borrower's Broker: \_\_\_\_\_.
2. Other Broker (i.e., each person with whom compensation is being shared):  
\_\_\_\_\_.
3. Each person named above must complete a separate Exhibit B.
4. Name of person completing this Exhibit B: \_\_\_\_\_.

I represent, warrant and declare that the services provided, as checked below, are not duplicative of the above Broker's or any other compensated broker's services.

- (a) Taking information from the borrower and filling out the application;
- (b) Analyzing the prospective borrower's income and debt and prequalifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford;
- (c) Educating the prospective borrower in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product;
- (d) Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- (e) Initiating/ordering VOEs (verifications of employment) and VODs (verifications of deposit);
- (f) Initiating/ordering requests for mortgage and other loan verifications;
- (g) Initiating/ordering appraisals;
- (h) Initiating/ordering inspections or engineering reports;
- (i) Providing disclosures (truth in lending, good faith estimate, others) to the borrower;
- (j) Assisting the borrower in understanding and clearing credit problems;
- (k) Maintaining regular contact with the borrower, real estate licensees, lender, between application and closing to apprise them of the status of the application and gather any additional information as needed;
- (l) Ordering legal documents;
- (m) Determining whether the property is located in a flood zone or ordering such service; and
- (n) Participating in the loan closing;
- (o) Operation of a computer loan origination system (CLO);
- (p) Operation of an automated underwriting system (AUS);
- (q) Other services provided (describe): \_\_\_\_\_

**Note:** Each person receiving compensation must provide at least the services listed under (a) above and five (5) additional services listed in (b) through (q) above.

## EXHIBIT C – ADR AGREEMENT

### AGREEMENT FOR MEDIATION AND JUDICIAL REFERENCE OF DISPUTES

Except as expressly defined herein, words used in this Mediation and Judicial Reference Agreement (“ADR Agreement”) shall be as defined in the Broker-to-Broker Agreement (“the Agreement”) to which this ADR Agreement is attached as an Exhibit.

All claims, disagreements, controversies or disputes of any kind between BORROWER’S BROKER and SEQUOIA against any of the other parties hereto, their respective officers, directors, agents, employees and assignees, and affiliated entities arising from or related to the Agreement shall be resolved in accordance with the terms of this ADR Agreement.

1. **Preliminary Notice and Meeting.** Before any action or proceeding is undertaken, whichever of us has a claim (“Claimant”) shall give written notice to the other or others against whom the claim is made (“Respondent”). The notice shall be sent by certified or registered mail or shall be personally delivered, and shall state what the complaint is and what the Claimant wants to satisfy the claim. We agree that within thirty (30) days after the Respondent receives the notice all parties to this Agreement, and all other affected parties willing to participate, shall meet together in the county where Sequoia’s main office is located or at any other mutually agreeable place, to try in good faith to resolve the claim to the mutual satisfaction of those involved.

2. **Mediation.** If the parties involved are unable to settle their differences themselves within ten (10) days after their meeting, or the date set forth for the meeting should the parties fail to meet for any reason, they agree to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association. In mediation, a neutral mediator appointed by the American Arbitration Association will attempt to assist the parties to reach a settlement of the dispute, but the mediator does not have the authority to make a binding decision or award. The parties shall split all mediation fees and costs except as otherwise provided herein. The parties involved agree in good faith to attempt to settle any claim or dispute in the mediation process.

3. **MUTUAL AGREEMENT TO RESOLVE DISPUTES BY JUDICIAL REFERENCE:** BORROWER’S BROKER and SEQUOIA have entered into the Agreement. Pursuant to the Agreement, BORROWER’S BROKER has arranged, or intends to arrange, with SEQUOIA (as lender or as agent solely for lender) mortgage loans secured directly or collaterally, in whole or in part, by real property (“Loans”). BORROWER’S BROKER and SEQUOIA agree that any and all disputes arising from or related to the Agreement including, but not limited to, claims arising from the making, arranging, origination, documentation, disclosures regarding, valuation of the security, compensation, or any other aspect of the Loan transactions or the coverage or enforceability of the Agreement, shall be resolved exclusively by judicial reference under the terms of this Agreement. This Agreement shall also be binding on the agents, spouses, executors, administrators, successors and assigns of the parties and the Loan. “Dispute” shall include, but shall not be limited to: (1) Any claimed wrongdoing including, but not limited to, commission disputes, indemnity claims, misrepresentation, negligence, breach of contract, breach of fiduciary duty, unconscionability, fraud in the inducement, rescission, breach of the covenant of good faith and fair dealing and unfair business practices; and, (2) Any claimed violation of local, state or federal laws, including, but not limited to consumer credit, labor laws, truth-in-lending, civil rights, equal opportunity, real estate settlement laws, real estate law and regulations, housing discrimination laws, fair lending acts, licensing, loan regulation and unfair business practices acts.

No party to this agreement shall be precluded from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction.

BORROWER’S BROKER and SEQUOIA agree that any and all disputes between the parties shall be resolved, without a jury, by judicial reference to one referee who shall be a retired judge or licensed California attorney with no less than 10-years experience in mortgage lending. The referee shall be selected pursuant to the provisions of Code of Civil Procedure § 640 (by agreement, or if that fails, by the court). Reference under this Agreement shall be pursuant to Code of Civil Procedure Section 638(a). The referee shall hear and determine any or all of the issues in an action or proceeding between the parties to this Agreement, whether of fact or of law, and shall report a statement of decision in writing to the court within 20 days after the conclusion of the hearing, if any, and after the matter has been submitted. The statement of decision shall be filed with the court and judgment entered thereon in the same manner as if the action or proceeding had been tried in court.

Referee's fees and cost shall be paid as determined pursuant to Code of Civil Procedure §645.1. Attorneys fees and cost shall be awarded on the same basis as permitted by applicable law (e.g., by contract or statute) if the matter were tried before a court instead of a referee.

**WAIVERS: THE PARTIES HEREBY FREELY WAIVE THE RIGHT TO TRIAL BY JURY.**

We have read, fully understand and agree to the above:

BORROWER'S BROKER

Dated \_\_\_\_\_

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

SEQUOIA MORTGAGE CAPITAL, INC.

Dated \_\_\_\_\_

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



**DISCLOSURE/DUE DILIGENCE**

- 1. Is the Broker license of applicant in good standing?  
 Yes  No
- 2. Has your company, and/or principles or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?  
 Yes  No
- 3. Has your company, and/or principles or corporate officers, been named as defendant in a criminal proceedings/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity?  
 Yes  No
- 4. Has your company, and/or principles or corporate officers, ever had a real estate or other professional license suspended, revoked, or received any other disciplinary action from a regulatory agency?  
 Yes  No
- 5. Have any agencies, investor's, or mortgage insurer's audit in the last three years shown your company to be out of compliance with any guidelines?  
 Yes  No

**Lender References**

List four lenders with whom you are doing significant business:

Lender Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

The undersigned declare that to the best of their knowledge, the statements and information set forth herein are true. Sequoia Mortgage Capital is hereby authorized to obtain verification from any source names herein.

**"Broker"**

**By:** \_\_\_\_\_ (sign)

**Its:** \_\_\_\_\_ (title)



## Broker Information

*(Please complete this form in its entirety)*

Broker Name: \_\_\_\_\_

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

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

Broker Email: \_\_\_\_\_

Main Office

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Office Phone: \_\_\_\_\_

Office Fax: \_\_\_\_\_

Broker Cell Phone: \_\_\_\_\_





## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

### 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, 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required 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” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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.

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

The following payees 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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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.

## 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal 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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

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

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

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.