



HOMEEXPRESS MORTGAGE CORP BROKER PACKAGE SUBMISSION CHECKLIST

Please complete and sign your Broker Application and Agreement. Supporting documents applicable to your business are requested to accompany the completed application so that we might ensure a fast turn-around time. Your Account Executive will be happy to assist should you have any questions.

- Broker Package Submission Checklist** *[pages 1 – 2]*

- Broker Application** *[pages 3 – 4]*
Complete and execute application; include documentation outlined in this checklist.

- Company Resolution** *[page 5]*
Complete and execute if your company entity is one of the following: Partnership, LLP, LLC, or Corporation.

- Broker Agreement** *[pages 6 – 18]*
Complete and execute.

- Addendum to Broker Agreement - Broker Compensation** *[pages 19 – 25]*
Complete and execute.

- Anti-Money Laundering and Suspicious Activity Report Compliance** *[page 26]*
Complete and execute.

- Zero Fraud Tolerance Policy** *[pages 27 - 28]*
Complete and execute.

- Marketing Materials Provided by HomeXpress Mortgage Corp.** *[page 29]*
Complete and execute.



HOME XPRESS MORTGAGE CORP BROKER PACKAGE SUBMISSION CHECKLIST

Please attach the following:

- Broker Affiliation Certification Disclosure** *[page 30]*
- VA Sponsorship Request Form** *[page 31]*
- Articles of Incorporation or Organization, or Certificate of Good Standing**
- Quality Control Plan**
- Unaudited Profit and Loss Statements**
- W-9 Request for Taxpayer Identification Number and Certification**
Complete and execute- fillable PDF attached to this package for your convenience.

NOTE: HOME XPRESS MORTGAGE CORP CANNOT ACCEPT A LOAN APPLICATION FROM YOU
UNTIL YOUR EXECUTED BROKER APPLICATION HAS BEEN APPROVED.

➔ Please email your completed broker package including all required attachments directly to
the HomeXpress Mortgage Broker Desk at brokersupport@homexmortgage.com

Your Account Executive is: _____

HomeXpress Mortgage Corp
1936 East Deere Avenue, Suite 200
Santa Ana, CA 92705
714-598-1430



HOME XPRESS MORTGAGE CORP BROKER APPLICATION

Company/Broker Information:

Company Legal Name: _____

DBA or Trade Name: _____

FKA (if Applicable): _____

Main Business Address: _____

Phone: _____ eFax: _____

Contact Name: _____ Phone: _____

Email: _____

Company NMLS: _____
(If no NMLS – Business Purpose Only Approval)

Number of Loan Officers: _____
(Please attach a Roster of Loan Officers)

Please Check One:

- Sole Proprietorship
 Partnership
 Limited Liability Company
 Corporation
 Other _____

Filing Date: _____ Filing State: _____ Federal Tax ID: _____

Please Check Loan Products you wish to originate (check all that apply):

- Non-QM/Conventional
 FHA
 VA

Principals of Broker/Company:

Name	Title	Phone / Ext	SSN	% Ownership



**HOMEXPRESS MORTGAGE CORP
BROKER APPLICATION**

IT Contact:

Name	Title	Phone / Ext	E-Mail

Administrative/Licensing Contact:

Name	Title	Phone / Ext	E-Mail

The undersigned declare(s), represent(s), and warrant(s) that the statements set forth herein are true, accurate, and complete, and do not omit any material information.

HomeXpress Mortgage Corp is hereby authorized to obtain verification of any of the information stated herein.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company's Authorized Representative*)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Authorized Representative's Social Security Number)

(Date of Execution)

By signing above, I authorize HomeXpress Mortgage Corp to obtain my credit report(s) for purposes of evaluating this Broker Application, and/or for purposes of investigating or enforcing any agreement between HomeXpress Mortgage Corp and the Broker named above.

*If an Authorized Representative is signing other than Broker of Record, please provide a Company Resolution in which the Authorized Representative has been granted authority to sign for the Company.



COMPANY RESOLUTION
(Application for and Execution of Broker Agreement)

The undersigned hereby certifies that the following was adopted by the _____ of _____, a
(Broker Board of Directors/Members/Partners) (Broker Company Name)
_____ on _____
(Corporation/Limited Liability Company/Partnership) (Date)

- 1. Broker is authorized to enter into the Broker Agreement (“Agreement”) with HomeXpress Mortgage Corp (“Lender”), and has the power and authority to comply with and be bound by the terms and conditions of the Agreement;
- 2. Lender may rely on this Company Resolution as of the date hereof and as of the date of any subsequent transactions under the Agreement;
- 3. As of the date hereof, the officers, members or partners of Broker executing this Company Resolution below are authorized to make, execute, and deliver on behalf of Broker this CompanyResolution, as well as the Broker Application and Broker Agreement (and related addenda) executed in connection herewith;
- 4. The undersigned officers, members or partners of Broker represent, warrant, and agree that all information, representations, warranties, promises, assignments, conveyance instruments, documents and forms required to be executed in order for Broker to comply with and be bound by the terms and conditions of the Broker Agreement (and related addenda) are true, correct, and complete, and do not omit any material information.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company’s Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

This Broker Agreement (“Agreement”) is entered into as of _____, 20____ (“Effective Date”) by and between _____, a _____ (“Broker”) (Broker Company Name) (Type Entity) and HomeXpress Mortgage Corp, a Delaware Corporation (“Lender”).

1. Broker’s Duties

- 1.1 Broker will solicit complete loan applications from potential borrowers through the Broker’s own employees and agents. Broker may not submit third party originations to Lender under this Agreement. Any employee or other person taking applications or offering or negotiating mortgage loan terms must be licensed or registered through the Nationwide Mortgage Licensing System and Registry (NMLS). Broker will communicate to potential applicant(s) information about the available programs offered by Lender, including the programs’ terms and conditions.
- 1.2 Broker shall submit to Lender mortgage loan applications and related materials procured by Broker. Until this Agreement is terminated by either Lender or Broker, Lender will make available to Broker, Lender’s loan programs, the terms and interest rates of which are subject to periodic change by Lender.
- 1.3 Broker shall promptly deliver to applicant(s) any documents prepared by Lender and intended for delivery to applicant(s) unless otherwise instructed in writing by Lender.
- 1.4 Broker understands that all loan application materials submitted to Lender will be underwritten in accordance with the underwriting guidelines of Lender’s applicable loan program, secondary market standards and all applicable laws.
- 1.5 Broker understands and agrees that Lender’s loan documents are available only in English. Therefore, HomeXpress cannot accept an application for which the borrower was solicited, or the transaction negotiated, in a language other than English.
- 1.6 Broker shall comply with all applicable policies and procedures established by Lender as updated from time to time. Lender shall, in its sole and absolute discretion, determine whether any loan application meets the terms and requirements of any available loan programs.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 1.7 Each loan application shall be (i) executed by the related applicant(s), (ii) signed by an authorized representative of Broker, and (iii) submitted by Broker to Lender. Broker shall provide to Lender such credit, financial, and other information and documentation necessary for Lender to evaluate and underwrite each loan application pursuant to the guidelines. Broker shall assist Lender in obtaining any additional information as requested. The date that a loan is funded shall be deemed to be the "Funding Date".
- 1.8 Broker shall execute an affidavit/acknowledgment at the time of loan package submission to Lender stating that (i) any application previously submitted to another lender on behalf of applicant(s) has been either withdrawn by the applicant(s) declined by that lender, or had approval not accepted by the applicant(s), after the timely issuance of a Loan Estimate, as applicable, and (ii) that the applicant(s) has submitted a new application in connection with the HomeXpress loan package.
- 1.9 Broker shall perform the customary duties of a mortgage broker, including without limitation taking information from the borrower and filling out the application, as applicable, analyzing applicant's income and indebtedness and determining the maximum reasonable loan obligations that the applicant can bear; educating applicants regarding the home purchase and financing process; collecting financial information and all other related documents; initiating and ordering verifications of employment, deposits, and other income, assets, and obligations of applicants; initiating and ordering inspections, valuations, environmental reports or engineering reports; assisting applicants in handling credit problems (including without limitation any required credit or housing counseling); ordering legal documents; keeping applicants apprised of the application status and maintaining regular contact with relevant parties in connection with the loan transaction; participating in the loan closing, as required; and performing any other mortgage broker services as Lender may reasonably request, the value of which are reasonably related to the Broker's compensation.
- 1.10 Broker shall not represent or imply that it is affiliated or connected with Lender or that Broker has any power or authority to bind Lender. Broker shall have no agency, power or authority to undertake any act or transaction on behalf of or as agent of Lender.
- 1.11 Broker shall be exclusively responsible for its own costs and expenses in connection with Broker's business and its duties pursuant to this Agreement.



HOME XPRESS MORTGAGE CORP BROKER AGREEMENT

- 1.12 For a period of at least 12 months following the Funding Date of any Brokered Loan, neither Broker, nor any of its owners, subsidiaries, parent companies, or affiliates, nor any of its loan officers, or other employees, agents, or contractors, shall solicit the borrower(s) or mortgagor(s) of the Brokered Loan for purposes of a new cash-out loan, rate/term refinance, or other prepayment. The terms and provisions of this Subsection shall survive any termination of this Agreement.
- 1.13 Broker shall immediately advise Lender in writing of any inquiry, material complaint, or pending or threatened regulatory action to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government, or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business.
- 1.14 In the event Broker receives letter, notice, or other writing (“Notice”) from any federal, state or local government, or quasi-governmental body, or any agency or instrumentality thereof, with respect to any applicant and/or application submitted to Lender, Broker shall, except to the extent prohibited from so doing, advise Lender promptly of such Notice and deliver a copy of the Notice to Lender.
- 1.15 Broker shall complete an annual recertification, at the request of the Lender, and provide updated documentation as requested by Lender. Failure to complete the annual recertification may be cause for revocation of Broker’s approved status with Lender.
- 1.16 Broker shall, at all times with respect to any loan application and the related loan, comply with all applicable laws and act in good faith and fair dealing with the applicant(s).

2. Lender’s Duties

- 2.1 Lender shall make available lists of the programs and types of loans that Lender will offer; such lists will include applicable interest rates, loan limits, loan-to-value ratios, points and fees; provided the Lender may change the terms of any programs at any time without prior notice by posting such change on its website, or by e-mailing such change to Broker, or by communicating such change to Broker by another reasonable method as selected by Lender.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 2.2 Lender shall be responsible for delivering all disclosures applicable to submitted loan applications in accordance with Regulation Z requirements. Broker is not permitted to prepare and deliver disclosures on behalf of Lender.
- 2.3 Conditional approvals shall be made in writing and will cover only the specific loan application(s) submitted by Broker for approval. Lender is under no obligation to accept any minimum number or percentage of loan applications, or any loan applications at all, from Broker.
- 2.4 Lender shall pay Broker pursuant to the HomeXpress Mortgage Corp Broker Compensation Addendum to Broker Agreement, which is attached hereto and incorporated herein.
- 2.5 Lender will approve or decline loan applications in accordance with the underwriting guidelines of Lender's applicable loan program, secondary market standard and all applicable laws, Lender shall make all underwriting determinations in its sole and absolute discretion.
- 2.6 Lender shall communicate to Broker by telephone or in writing Lender's approval or declination of each loan application. Lender expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying application.
- 2.7 Lender will not communicate directly with Broker's client, either by written or verbal communication, except as required by applicable federal, state, or local laws, or as expressly permitted pursuant to this Agreement.
- 2.8 Approval notices may include (i) conditions and stipulations that must be satisfied prior to the loan propose by the loan application being settled, and (ii) additional conditions and stipulations that must be satisfied prior to the loan being funded. Broker will promptly and timely provide such notices to the applicant(s). After consultation with Broker's client, Broker shall advise Lender of the applicant's acceptance or non-acceptance of such offer.

3. Audits and Examinations

- 3.1 Broker understands that Lender is or may be subject to various laws and/or secondary market investor requirements pursuant to which Lender must maintain ready access to accurate and current documents and information regarding mortgage brokers.



HOMEEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 3.2 Broker understands that Lender may schedule audits and/or examinations pertaining to Broker practices, procedures, facilities and records as they relate to Lender. Lender shall provide no less than thirty (30) days' notice in advance of such audits and/or examinations. Broker agrees to cooperate with Lender's reasonable requests in connection with such audits and/or examinations.
- 3.3 Broker understands that Lender may monitor Broker's activities, including quality control audits of all Brokered Loans and re-verifications of credit documentation, and any other information or application materials submitted by Broker as required by Lender, its regulators, investors, or otherwise. All applications submitted by Broker to Lender shall be deemed "Brokered Loans".
- 3.4 Broker agrees and understands that it may become necessary for Lender to inspect the mortgaged property securing a loan prior to, or within ninety (90) days of the Funding Date.
- 3.5 Broker agrees and understands that Lender shall use license tracking systems to verify Broker's continuing compliance with applicable regulatory authorities.
- 3.6 Upon Lender's request, Broker shall provide to Lender current financial statements executed by Broker's authorized corporate officer that comprise of both a balance sheet and an income statement for the previous fiscal year, as well as evidence of Broker's errors and omissions policy naming HomeXpress Mortgage Corp as an additional insured. Broker shall provide additional information about its financial conditions to Lender in accordance with a request therefor from Lender.
- 3.7 Upon Lender's request, Broker shall provide to Lender copies of Broker's policies and procedures regarding loan originator compensation, privacy and information security, record retention, anti-money laundering and suspicious activity report compliance, and other policies and procedures.



HOME XPRESS MORTGAGE CORP BROKER AGREEMENT

4. Broker's Representations and Warranties

All of Broker's representations and warranties shall apply as of the Effective Date of this Agreement, and shall continue to apply through the date Broker submits any loan application or other materials to Lender, and to the extent related to an individual Brokered Loan, through the closing and funding of each Brokered Loan, and through the date that any Brokered Loan is purchased by any third party investor, and through the date that all Brokered Loans are fully paid off, satisfied, and/or released, and until Lender releases and discharges Broker in writing from its obligations under this Agreement. The terms and provisions of this Section 4 shall survive any termination of this Agreement.

- 4.1 Broker represents and warrants that it is a duly and properly organized and licensed residential mortgage loan broker in good standing with all applicable governmental, licensing, and regulatory authorities in all jurisdictions in which it operates. Broker also represents and warrants that its loan officers (and other employees and agents) are licensed or registered as may be required by applicable law and/or applicable government, licensing, and regulatory.
- 4.2 Broker represents, warrants, and agrees that it will notify Lender in writing and within three (3) calendar days, in each case, upon any change of any license or registration of Broker, any change of ownership or control of Broker, and/or of the taking of any materially adverse action by any governmental, regulatory, or licensing authority against or involving Broker, its loan officers or other employees or agents.
- 4.3 Broker represents and warrants that it has the requisite corporate authority, power, and capacity to enter into this Agreement and that Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.
- 4.4 Broker represents and warrants that its activities (and/or activities of Broker's loan officers or other employees or agents), including without limitation as to loan applications Broker submits to Lender, are in full compliance with all applicable federal, state, and local laws.
- 4.5 Broker represents and warrants that all facts, information, and documentation submitted by Broker to Lender, including all written materials and financial statements, are true, correct, and complete, and do not omit any material facts or information.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 4.6 Broker represents and warrants that it has not been issued or made the subject of any administrative order, cease and desist decree, memorandum of understanding, or other regulatory action.
- 4.7 Broker represents and warrants that neither it nor any of its employees, principals or agents is a party to (i) any pending, or, to Broker's knowledge, any threatened material litigation, involving any allegation that Broker or any person acting on Broker's behalf committed fraud, misrepresentation, unlawful discrimination, or any other violation of any federal, state, or local law; or (ii) any material claims by applicant or borrower.
- 4.8 Broker represents and warrants that it has not received notice of any negative wholesale lender, investor, or regulatory finding through any audit or examination.
- 4.9 Broker represents and warrants that it has and shall maintain, at no expense to Lender, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverage. Broker shall notify Lender of any changes thereto or cancellations thereof.
- 4.10 Broker represents and warrants that it will conduct its business in compliance with all applicable law, including applicable federal, state, and local fair lending laws, and HomeXpress' Fair Lending Policy. Without limiting any other provision of this Agreement, Broker shall not discriminate with respect to any application and related loan in violation of applicable laws.
- 4.11 Broker represents and warrants that it has an employee training policy and procedure on state and federal compliance currently in place.
- 4.12 Broker represents and warrants that it has an employee policy on the process, tracking and resolution of complaints currently in place.
- 4.13 Broker represents and warrants that it has a documented policy for checking their potential employees against the GSA, HUD LDP, and state specific debarment lists.
- 4.14 No instance of fraud, misrepresentation or material omission occurred, exists, or was committed with respect to any loan or loan application.
- 4.15 All fees charged to borrowers are appropriate and reasonably related to the value of the services rendered and comply with all applicable laws.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 4.16 Brokers shall conduct its affairs in connection with the loans so as to avoid any ethical improprieties or conflicts of interest. Without limitation, Broker shall not have any direct or indirect ownership interest in any collateral for the loan. Broker shall disclose in writing upon loan submission to Lender any and all personal or monetary involvement in the transaction associated with or relating to the loan.
- 4.17 Broker and/or applicant(s) for loans submitted to Lender by Broker, will, upon a request from Lender, execute such documents and writings as are necessary to make loan saleable in the secondary mortgage market or eligible for securitization.

5. Affiliated Settlement Service Providers

- 5.1 Broker acknowledges and agrees to: (i) immediately notify Lender of any Affiliated Settlement Service Providers and (ii) identify all fees paid to Affiliated Settlement Service Providers on all loan application packages and closing documents request forms.
- 5.2 Broker understands and acknowledges that it must complete the Broker Affiliation Certification Disclosure (Affiliate Disclosure) to this Agreement and receive separate approval from Lender to use any Affiliated Settlement Service Providers. To be approved, Broker understands that additional financial and disclosures requirements may be required. Lender maintains the right to change from time to time, the additional requirements for approval to use Affiliated Service Providers in connection with their loans.
- 5.3 Broker must include all Affiliated Settlement Service Providers on the Broker Affiliate Disclosure irrespective of whether Broker plans on using its Affiliated Settlement Service Providers. Broker must update this Affiliate Disclosure before: (a) Broker closes any loan that involves the use of any Affiliated Settlement Service Provider; or (b) within 10 days of any changes or additions made to the Brokers Affiliated Settlement Service Providers, whichever is sooner.



HOME XPRESS MORTGAGE CORP BROKER AGREEMENT

- 5.4 Broker must comply with all legal requirements applicable to arrangements with Affiliated Settlement Service Providers, including, without limitation, the Real Estate Settlement Procedure Act (12 U.S.C. § 2601, *et seq.*), as implemented by Regulation X.12 C.F.R. Part 1024.
- 5.5 Broker acknowledges and agrees that failure to comply with Section 5 constitutes an event of default under this Agreement.

6. Breach and Remedies

- 6.1 Broker hereby indemnifies and hold harmless Lender and its past, present, and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates and assigns, and holds them harmless from and against, any claims, losses, damages, demands, costs or other liabilities, including reasonable attorneys' fees and the costs of investigation, arising out of any of the following (i) Broker's violation of any applicable federal, state, and local law(s); (ii) breach of Broker's covenants, representations, warranties, terms, provisions, agreements, duties and/or obligations under this Agreement, (including any Addendum attached hereto); (iii) any claim by any customer, applicant, borrower, or third-party resulting from Lender's failure or refusal to fund a loan due to Broker's breach of this Agreement or (iv) any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of or otherwise is affected with Lender.
- 6.2 Broker agrees to immediately repurchase any Brokered Loan, and/or fully reimburse lender for any costs if Lender determines that Broker breached or violated any of Broker's representations and warranties contained in this Agreement as to the Brokered Loan.
- 6.3 The repurchase price shall be equal to the unpaid principal balance of the Brokered Loan(s), plus the accrued amount of the interest shortfall (negative amortization), if any, plus any accrued but unpaid interest, fees, costs, expenses, and/or attorney's fees due on the date of repurchase, and less the escrow balance, as calculated by Lender on the date of repurchase plus all lender paid compensation, if any, paid to Broker by Lender with regard to the loan as well as all monies that Broker received at the direction of borrower which borrower received from Lender in the form of credits.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

- 6.4 Lender may at any time set off actual or alleged amounts owed by Lender to Broker (or for the credit or account of the Broker) against amounts at any time owing or allegedly owing by Broker to Lender, without need for any prior presentment, demand, protest, or other notice of any kind to Broker or to any other person, any such notice being expressly waived by Broker. This remedy is in addition to any other remedy Lender may have at law or equity.
- 6.5 In the event of (A) either (i) an “Early Pay Off” (“EPO”) which has occurred within 6 months of applicable closing date, or (ii) where Broker participated in any way with the early payoff (including a breach of Section 1.12), or (B) in the event of an “Early Payment Default” (“EPD”), then, in each case, the Broker shall reimburse to Lender an amount equal to the total of all compensation paid to Broker from any source, including all lender paid compensation and lender credit received by the Broker at the direction of the borrower (“EPO/EPD Refund”).
- 6.5.1 For the purposes of this Agreement, the term “Default” shall follow the definition provided in the Borrower’s Promissory Note: “If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.”
 - 6.5.2 A loan shall be deemed to be in “Early Payment Default” for the purposes of this section if any of the first four (4) installments due under the note are thirty (30) days late or greater.
- 6.6 The EPO/EPD Refund shall be due and payable from Broker to Lender within thirty (30) calendar days following the earlier of: (1) date Broker first learns of the existence of the EPO or EPD loan; or (2) date on which Broker first receives notice from Lender of the EPO or EPD loan.
- 6.7 Notwithstanding any other term or provision of this Agreement, any investigation or any failure to investigate by Lender as to any documents or information submitted by Broker to Lender shall not limit or otherwise affect Lender’s right or ability to obtain full and complete relief from Broker under this Agreement or otherwise.
- 6.8 The terms and provisions of this Section 6 shall survive any termination of this Agreement.



HOMEXPRESS MORTGAGE CORP BROKER AGREEMENT

7. Notices

7.1 All notices given pursuant to this Agreement will be given in writing and will be deemed given to a party hereto, when either (i) personally delivered at such party’s notice address (as set forth below), (ii) addressed to a party’s notice address and deposited into the US Mail, using certified mail, with return receipt service, with postage prepaid; or (iii) addressed to such party’s notice address and given for overnight delivery service, to a nationally recognized overnight delivery carrier, provided the carrier, upon making a delivery provides proof of delivery, and further provided that charges due the carrier are either prepaid or put on account in a method that is satisfactory to the carrier, so that the carrier makes or attempts overnight delivery in its customary manner without delay for lack of payment::

Broker:

HomeXpress Mortgage Corp:

1936 East Deere Avenue

Suite 200

Santa Ana, CA 92705

7.2 Broker authorizes Lender (and any of its employees, agents, representatives, subsidiaries, affiliates, successors, and assigns) to make marketing, advertising, telemarketing, informational, text messages, and other calls and communications to the following telephone numbers of Broker:

Broker:



HOMEEXPRESS MORTGAGE CORP BROKER AGREEMENT

8. Miscellaneous

- 8.1 No waiver or modification of this Agreement shall be valid unless executed in writing by both parties, except as necessary to comply with applicable laws, regulations, and secondary market investor requirements. In the event that applicable secondary market investor requirements change in a manner that would materially impact any part of this Agreement, Lender agrees to use reasonable efforts to provide Broker with prior notice of those changes.
- 8.2 The section and sub-section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 8.3 Lender shall be entitled to recover reasonable costs incurred in connection with the enforcement of this Agreement and/or any addenda or amendments to this Agreement.
- 8.4 This Agreement shall be construed in accordance with the laws of California. In the event of litigation between the parties, venue will lie either in Superior Court (Orange County, CA) or in the United States District Court (Southern Division – Central District of California). Broker consents to said venues and to the jurisdiction of these courts.
- 8.5 This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument. A copy and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy and/or facsimile reproduction will have the same force and effect as a fully executed, original document.
- 8.6 Should any inconsistency exist or arise between a term or provision of this Agreement and a term or provision of any exhibit, schedule, or other incorporated writing (including without limitation the Broker Compensation Addendum and other addenda to this Agreement), the term or provision of this Agreement will prevail over the provision of the exhibit, schedule, or other incorporated writing.
- 8.7 The terms and conditions of this Agreement (including without limitation the Broker Compensation Addendum and other addenda to this Agreement) shall be kept confidential and their contents should not be disclosed to any person or entity, except as necessary to comply with applicable law, valid subpoenas, or regulatory actions, or to enforce the terms and conditions of this Agreement.



**HOME XPRESS MORTGAGE CORP
BROKER AGREEMENT**

- 8.8 Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and Lender.
- 8.9 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker, and Broker will not hold itself out as a branch or affiliate of Lender and will not represent that it can bind Lender.
- 8.10 Either Broker or Lender may terminate this Agreement at any time for any reason, upon written notice to the other. As expressly stated elsewhere in this Agreement, several of the terms and provisions of this Agreement will survive any termination of this Agreement. With regard to any loan or application; Broker’s covenants, representations, warranties, agreements, duties and obligations set forth in this Agreement shall survive the termination of this Agreement, In addition, Broker’s indemnification and repurchase obligations set forth in Section 6 hereof shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Agreement as of the Effective Date.

BROKER COMPANY

HOME XPRESS MORTGAGE CORP

(Printed Name of Broker Company)

(Signature of Authorized Person)

(Signature of Broker Company’s Authorized Representative)

(Printed Name of Authorized Person)

(Printed Name of Authorized Representative)

(Title of Authorized Person)

(Title of Authorized Representative)



HOMEXPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

This Broker Compensation Addendum (“Addendum”) is entered into as of the ____ day of _____, 20__, by and between HomeXpress Mortgage Corp (“Lender”) and _____ (“Broker”).

This Addendum supplements the Broker Agreement (“Agreement”) entered into by and between HomeXpress Mortgage Corp and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum replaces and supersedes any and all prior Broker Compensation Addendums to the Agreement between the parties.
2. This Addendum will be effective for all Brokered Loans registered and assigned to a HomeXpress Mortgage Corp loan number on or after _____.
3. Broker may not receive compensation from more than one source for loans subject to 12 CFR § 1026 (“Regulation-Z”). Broker may elect, on a loan-by-loan basis, to receive either lender paid compensation or borrower paid compensation. Either election precludes additional compensation being paid, directly or indirectly, by any other party, person or entity to the transaction, or outside the transaction. Lender credits cannot be paid to Broker when Broker has elected to receive borrower-paid compensation.
4. All fees paid to Broker, other than bona fide pass-through fees, shall count towards the selected lender paid compensation tier, or the negotiated borrower paid compensation.
5. When compensation on a consumer-purpose loan subject to Regulation Z is paid by Lender, such amount is and will be Broker’s sole source of compensation. Broker will not charge the borrower any additional fees, including, without limitation, processing fees.
6. Seller contributions are considered “paid by the borrower”; therefore, under the borrower paid compensation plan, seller contributions may be used to fully or partially pay broker fees. However, under the lender paid compensation plan, the broker can be paid by the lender and no one else. Therefore, seller contributions can only be used to pay third party closing costs and lender fees.



HOME XPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

7. Broker shall be solely responsible for the payment of compensation to its mortgage loan originators (“MLOs”). Broker agrees that all compensation paid to its MLOs will conform with all of the requirements set forth in the Truth-in-Lending Act as implemented by Regulation-Z, and with other applicable law.

8. **Compensation Paid By Borrower**

On a per loan basis, Broker shall submit a completed Loan Brokerage Agreement (compliant with Cal. Fin. Code § 50701 or other equivalent or applicable federal, state or local requirements) to Lender.

The compensation agreement you negotiate with any applicant shall not be based upon or be influenced in any way by any of the prohibited considerations noted in the Housing Financial Discrimination Act of 1977 (21 CCR § 7114) or other equivalent or applicable federal, state or local requirements.

8.1 **Fee Cap – In General**

Broker shall abide by the Lender’s established origination fee limits (“fee cap”), which are calculated as a percentage of the note amount and encompass all fees paid to Broker, including but not limited to loan origination fee and processing fee.

8.2 **Consumer Purpose Loan – Fee Cap**

Broker must negotiate and establish compensation directly with the borrower; compensation may not exceed Two and Three-Quarters percent (2.75%), which is the fee cap established by Lender.

8.3 **Business Purpose Loan – Fee Cap**

Broker must negotiate and establish compensation directly with the borrower; compensation may not exceed Five percent (5.0%), which is the fee cap established by Lender.



HOME XPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

9. **Compensation Paid by Lender – Consumer Purpose and Business Purpose Loans**
Under a lender paid plan, compensation will be established as a percentage of the loan amount, paid by Lender to Broker. Broker must pre-select one of the of the compensation tiers listed below. Once Broker has selected a compensation tier, that tier shall apply to all loans submitted as “lender paid”. Under a lender paid plan, compensation may not increase or decrease on any loan so submitted.

Broker may select a lender paid compensation tier (select one):

- None 1.00% 1.25% 1.50% 1.75%
- 2.00% 2.25% 2.50% 2.75%

NOTE: If Broker elects not to receive lender-paid compensation by selecting “None”, Broker compensation will be limited to borrower paid compensation only. Broker shall have the opportunity to request a change in their selected compensation tier on a quarterly basis per the Open Compensation Schedule. (see paragraph 12)

At Broker’s sole discretion, a dollar cap shall be applied to the above selected compensation tier. Compensation would be paid at the lesser of the capped dollar amount or compensation tier computed dollar amount.

\$ _____ Lender paid compensation is to be capped at this dollar amount.

(Initials)

SKIP TO SECTION 10 IF YOU HAVE ELECTED TO FOREGO LENDER-PAID COMPENSATION

- 9.1 **Authorization to Obtain Soft Pull Credit Report(s)**
Broker authorizes Lender to obtain soft pull credit report(s) for all Principals of Broker as identified in the Broker Application.

(Initials)

- 9.2 **Financial Surety Requirements for Selecting Lender Paid Compensation**
Broker is required to provide additional financial surety to Lender. YTD financial statement dated within 6 months of application. May be audited or unaudited.



HOMEXPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

10. Dual Compensation

The term “Dual Compensation” refers to there being two sources of compensation that will be paid to Broker at funding:

- Borrower paid compensation (per LBA executed with the borrower; and
- Lender paid compensation (per selected lender paid compensation tier)

For consumer purpose loans subject to Regulation Z, compensation is not allowed from multiple sources and must be compliant with the restrictions on dual compensation [Reference § 1026.36(d)(2)(i)].

For business purpose loans NOT subject to Regulation Z, Broker may elect to submit the loan with a portion of the total compensation paid by the borrower and the remainder by the lender. The lender paid portion of the compensation is subject to Broker’s selected compensation tier and the aggregate broker compensation may not exceed the business purpose 5.0% fee cap.

11. Early Payment Default/Early Payoff Remedies

Lender is hereby authorized at any time without legal presentment, written demand, or other notice of any kind to Broker or any other person, to set off from any amounts due Broker from Lender all amounts due Lender from Broker. Lender reserves the right to any additional remedy it may have at law or equity.

In the event of either an “Early Payment Default” (“EPD”) or “Early Payoff” (“EPO”), the Broker shall reimburse to Lender an amount equal to the total of all compensation paid to Broker from lender paid compensation and lender credits received by Broker at the direction of the borrower (“Refund”).

The Refund shall be due and payable from Broker to Lender within thirty (30) calendar days following the earlier of: (1) date Broker first learns of the existence of the EPO or EPD loan; or (2) date on which Broker first receives notice from Lender of the EPO or EPD loan.



HOME XPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

12. Processing Fees

The following is an outline of Lender's processing fee rules:

▪ Consumer Purpose Loans

- Borrower Paid Broker Compensation
 - In-House Processing Fee
Allowable subject to the combined broker compensation and processing fees not exceeding 2.75%
 - Third-Party Processing Fee
Allowable subject to processor being under the supervision of a broker with a different license

- Lender Paid Broker Compensation
 - In-House Processing Fee
Not Allowed
 - Third-Party Processing Fee
Allowable subject to processor being under the supervision of a broker with a different license

▪ Business Purpose Loans

- Borrower Paid Broker Compensation
 - In-House Processing Fee
Allowable subject to the combined broker compensation and processing fees not exceeding 5.0%
 - Third-Party Processing Fee
Allowable – not subject to the 5% broker compensation cap

- Lender Paid Broker Compensation
 - In-House Processing Fee
Allowable subject to aggregated broker compensation and processing fees not exceeding 5.00% fee cap.
 - Third-Party Processing Fee
Allowable – not subject to the 5% broker compensation cap



HOMEXPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

13. **Open Compensation Schedule**

The selected lender paid compensation tier may be changed on a quarterly basis. Broker may request a change in lender paid compensation by selecting a new tier and providing a business justification for the change. Lender shall contact Broker prior to the next open schedule period to review and evaluate Broker's request. The current lender paid compensation tier shall remain in effect until Lender approves the change request, which will become effective at the beginning of the next new quarter. Any periodic changes to Broker's compensation tier will not be based upon the terms of a loan transaction.

- Q1 January through March
Approvals granted during this time period will become effective on April 1st

- Q2 April through June
Approvals granted during this time period will become effective on July 1st

- Q3 July through September
Approvals granted during this time period will become effective on October 1st

- Q4 October through December
Approvals granted during this time period will become effective on January 1st

ACKNOWLEDGEMENTS

Broker acknowledges that if a Brokered Loan funded by Lender is repaid in full within the six (6) months immediately following the closing of such loan, and where Broker participated in any way with the early payoff; or where the Brokered Loan funded by Lender is thirty (30) days past due or greater on an of the first four (4) installments due on the note, the EPO/EPD Refund shall be due and payable from Broker to Lender within thirty (30) calendar days following the earlier of: (1) date Broker first learns of the existence of the EPO or EPD loan; or (2) date on which Broker first receives notice from Lender of the EPO or EPD loan.



HOMEXPRESS MORTGAGE CORP BROKER COMPENSATION ADDENDUM

By signing below, Broker certifies that:

- Broker complies with the Consumer Financial Protection Bureau’s Loan Originator Compensation and Anti-Steering rules as published in 12 CFR § 1026.36(d) & (e), and other applicable legal requirements;
- Broker agrees to this Broker Compensation Addendum to the Broker Agreement and understands that payment of this compensation must be properly disclosed per all legal and regulatory requirements;
- Broker understands that this Broker Compensation Addendum to the Broker Agreement impacts all loans submitted to Lender from any of our office locations.

IN WITNESS WHEREOF, the parties have caused this Broker Compensation Addendum to be executed by their duly authorized representative, who by signing below represents and certifies as to having the authority to bind Broker to this Agreement.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company’s Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)



ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY REPORT COMPLIANCE

By executing this Addendum, Broker represents they have implemented a program consistent with the federal rules concerning Anti-Money Laundering (“AML”) programs and Suspicious Activity Report (“SAR”) filing requirements for Residential Mortgage Lenders and Originators codified in 31 CFR Parts 1010 and 1029.

Anti-Money Laundering

Regulation requires that the Broker's AML program must be in writing, be reviewed and updated annually, and must assess the risk across all of the Broker's products, services, customers and geographic locations. Further, all AML programs must have, at a minimum: Internal policies, procedures and controls;

1. a designated compliance officer;
2. an employee training program; and
3. an independent audit function.

Suspicious Activity Report

Regulation requires that a, Broker must file a SAR within thirty (30) days of becoming aware of a transaction that:

1. involves funds derived from illegal activity or are conducted to hide funds or assets derived from illegal activity;
2. is designed to evade Bank Secrecy Act requirements;
3. has no business or apparent lawful purpose; or
4. involves the use of the company to facilitate criminal activity

HomeXpress Mortgage Corp reserves the right to request evidence of compliance. Broker agrees to provide evidence of compliance, if requested.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company's Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date of Execution)



LOAN FRAUD AND ZERO TOLERANCE POLICY

Broker accepts full responsibility for all actions of the broker's employees or licensees. Broker is responsible for the content and quality of each application taken and each loan submitted to HomeXpress.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME.

Types of Loan Fraud (non-exclusive list):

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information of documentation that is known, should be known, or should be suspected to be inaccurate. Examples would include, without limitation:
 - a. Simultaneous or consecutive processing of a multiple owner-occupied loans from one applicant and supplying different information on each application.
 - b. Allowing applicant or interested third party to "assist with the processing of the loan."
6. Broker's non-disclosure of relevant information.

Impact of Loan Fraud

The effect of loan fraud is costly to all parties involved. HomeXpress Mortgage Corp stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by HomeXpress Mortgage Corp. Fraudulent loans damage our reputation with investors and mortgage insurance providers. Yet the price paid by those who participate in loan fraud is even more costly.



LOAN FRAUD AND ZERO TOLERANCE POLICY

Potential Consequences of Loan Fraud (non-exclusive list):

1. Criminal prosecution
2. Loss of License
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies, investors, law enforcement agencies, and State Licensing Agencies
4. Civil action by HomeXpress Mortgage Corp
5. Civil action by applicant/borrower or other parties to the transaction
6. Loss of approval status with HomeXpress Mortgage Corp

Broker hereby represents and warrants to HomeXpress Mortgage Corp its full compliance with this policy and agrees to immediately report suspected loan fraud to HomeXpress Mortgage Corp.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company's Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date of Execution)



Marketing Provided by HomeXpress Mortgage Corp.

By executing this Addendum, Broker represents they will abide by the terms and conditions outlined below when using marketing materials supplied by HomeXpress Mortgage Corp (“HomeXpress”).

From time to time, HomeXpress will make available white label marketing materials to its approved Brokers. These marketing materials allow the Broker to solicit potential borrowers with products offered by HomeXpress. The materials provided may only be customized to the extent of referencing Broker’s name, address, contact and licensing information. HomeXpress has made every effort to ensure that the marketing materials provided are compliant with State and Federal regulations, but the compliant use of these materials is the sole responsibility of the Broker. HomeXpress recommends that all white label marketing material be reviewed and approved by the Broker’s legal/compliance department prior to usage. HomeXpress assumes no liability for the content of these materials and makes no representations or warranties to the Broker of compliance with State and Federal laws.

Terms and Conditions:

1. Broker will not alter any of the content of the marketing materials provided by HomeXpress except in designated areas.
2. Areas designated for customization will only be used for Name, Address, Contact, and Licensing Information or any additional information required by State and Federal regulation.
3. Broker is responsible for the review and compliant usage of the materials.
4. Broker will cease using these materials if they are no longer an approved Broker of HomeXpress.

BROKER COMPANY:

(Printed Name of Broker Company)

(Signature of Broker Company’s Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date of Execution)



Broker Affiliation Certification Disclosure

This Agreement is to identify any and all the Broker’s Affiliated Settlement Service Providers, as defined in Section I of this Agreement. Broker hereby certifies that there are:

- No third-party settlement service providers affiliated with Broker, as “affiliate” relationship is defined in the Bank Holding Company Act, 12 USC 1841.
- The following third-party settlement service provider is an affiliate of Broker:

Name of Settlement Service Provider/Affiliate	Type of Settlement Service Provider
--	--

Affiliate Name	Service Provider Type	% Ownership
	Third Party Processing	
	Escrow / Settlement Agent	
	Notary	
	Title Insurance Agent	

Broker hereby certifies that: (i) all of Broker’s Affiliated Settlement Service Providers are identified on this form; (ii) the affiliate information contained in this List and Certification is complete and correct; (iii) Broker will not use any Affiliated Settlement Service Provider in connection with any Loan submitted to Lender that is not approved by Lender; and (iv) Broker will designate and include all fees paid to affiliates in the Qualified Mortgage points and fees on all loans where settlement services are provided by an affiliate.

Broker: _____ Title: _____

By: _____ Date: _____



VA SPONSORSHIP REQUEST FORM

_____, (“Company”) hereby requests that HomeXpress Mortgage Corp. appoint it as its agent for the purpose of originating, processing and/or closing Department of Veterans Affairs (“VA”) sponsored mortgage loans, subject to the terms and conditions of applicable laws and regulations including, but not limited to, VA Pamphlet 26-7(d), Revised (“Request”).

AGENT’S NAME, ADDRESS, GEOGRAPHIC AREA OF LOAN ORIGINATION

Company Name _____

DBA (If Applicable) _____

Company Street Address _____

City/State/Zip _____

Phone # _____

Fax # _____

Primary Contact _____

Primary Email _____

Tax ID# _____

VA ID# (If Applicable) _____

Years Experience w/VA _____

HomeXpress Account Executive _____

Please include an original check in the amount of \$100.00, payable to “Department of Veterans Affairs” and mailed along with this completed form to:

HomeXpress Mortgage Corp.
ATTN: Broker Approval
1936 E. Deere Ave Ste. 200
Santa Ana, CA 92705

I, the undersigned, am a duly appointed officer of the herein named Company and am authorized to submit this Request. I do hereby verify the information provided herein as true, accurate and correct, and that if appointed as an Agent for HomeXpress Mortgage Corp., the Company will abide by the terms and conditions set out herein.

By: _____

Printed Name: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
6 City, state, and ZIP code			
List account number(s) here (optional)			

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

• Form 1099-INT (interest earned or paid)

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

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

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

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

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