
Company Name	Date
Broker Contact	Account Executive

Required Application Items

- I. Mortgage Broker Application**
 - ☐ Signed by Broker of Record/Principal Officers or any additional owners
 - II. Wholesale Mortgage Broker Agreement**
 - ☐ Signed and authorized
 - III. Fraud Policy Disclosure**
 - ☐ Signed and dated
 - IV. List of MLO's Submitting Loans and Login Credentials**
 - ☐ Names of all the MLO's as well as desired login credentials listed
 - V. Loan Compensation Plan and Agreement**
 - ☐ Signed and completed
 - VI. W-9 Tax ID # and Certification**
 - ☐ Signed and completed
 - VII. Corporate Resolution**
 - ☐ Signed and completed
 - VIII. W-9 Form**
 - ☐ Signed and completed
 - IX. E-sign Consent Form**
 - ☐ Signed and completed
-



Novus Mortgage
Wholesale Broker Application

Company Information			
Legal Entity Name:			
DBA Name:			
Company Address:			
City:		State:	Zip Code:
Phone Number:		Fax:	
Company Email:		Contact Person:	
Type of Business:	Sole Proprietor <input type="checkbox"/>	Corp <input type="checkbox"/>	S Corp <input type="checkbox"/>
			LLC <input type="checkbox"/>
Incorporated Date:		County:	State:

Ownership Of Company			
Name	Title	SSN	% Owned

Broker Of Record		
Broker of Record:	Broker NMLS #:	DRE License:
Company NMLS:	Broker Email:	
Home Address:		

Lender References			
Company Name	Contact Name	Phone Number	Email Address

If you do not have any lender references, please help to attach a letter of explanation.

Company Volume		
Product Type	YTD Volume	Previous Year's Volume
Conventional	\$	\$
Jumbo	\$	\$
FHA	\$	\$
VA	\$	\$
Non-QM	\$	\$
Other	\$	\$



Affiliated Companies

Please list the names of the company as well as their address if your company has any affiliation with any of the following companies: Escrow Company, Appraisal Company, Building contractor or Developer, Credit Bureau Service, Property Management Company, Realty Company, or Title Company

Name	Address

Disclosures

	Yes	No
1. Has your company ever been suspended from selling or submitting loans to a lender?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your company ever been involved or is currently involved in any litigation?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceeding a complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has any lender enforced, or attempted to enforce, the hold harmless or repurchase clause of their correspondent or broker agreement with your company and/or any principals or corporate officers?	<input type="checkbox"/>	<input type="checkbox"/>



Authorization and Certification

By signing this application, you will hereby certify that the above information to be true and correct. The undersigned applicant(s) hereby authorize JSB Mortgage Corporation dba Novus Mortgage to obtain verification of the information provided from any source regarding the Broker, Principal(s), and Owner(s) in connection with this Mortgage Broker Application. If there are any future changes to said agreement, you will also agree to provide Novus Mortgage with an annual recertification with said changes.

Broker of Record Signature	Date	Principal Officer Signature	Date
Broker of Record Printed Name		Principal Officer Printed Name	

Parties

This Wholesale Mortgage Broker Agreement ("Agreement"), is entered into this ____ day of _____, 20__, with JSB Mortgage Corporation, dba Novus Mortgage (herein after referred as "NM"), and _____ (herein after referred to as "Broker") will herein after be referred to individually as "Party" and collectively as "Parties."

Recitals

Broker in the business of originating and submitting for approval to mortgage banking firm and financial institutions will from time to time engage with NM for funding consideration. NM, a fully licensed mortgage banking firm, is in the business of, considering the acceptance of such loan applications. NM requires the broker to fully execute the following as a stipulation of agreement to enter such relationship.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows.

Agreement

1. This Agreement

This Agreement is intended to and set forth a complete understanding between the Parties with regards to the subject matter of this Agreement. It replaces and supersedes all other prior and contemporaneous agreements, whether written or oral, unless expressed otherwise within this Agreement. No amendments, supplements, or waivers of any term of provision of this agreement shall be valid or have any force unless set forth in writing, which is signed by an authorized representative of each Parties to this Agreement.

2. Open Agreement

Nothing contained herein shall obligate the broker to submit all the loan application packages it generates to NM nor shall NM be obliged to fund and/or close any loan application packages submitted by the Broker. By entering into this agreement, the Broker understands that the agreement between the Broker and NM is nonexclusive. This agreement does not constitute a partnership or joint venture between NM and the Broker and both parties will operate and remain as independent contractors.

3. Governing Law

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

4. Examinations

NM is vested with the authority to conduct periodic examinations of the Broker, contingent upon providing reasonable and timely notice. Such examinations may be executed by NM, its agents, or representatives. NM's agents and/or representatives are empowered to audit the Broker's organizational structure, procedures, and practices to ascertain whether the Broker possesses the requisite capabilities to originate and process loan application packages. The Broker hereby acknowledges and consents to NM's authority to conduct such examinations and audits as stipulated herein.

5. Broker Responsibilities

- a) All loan application packages presented by the Broker to NM on behalf of the borrower shall be prepared and submitted exclusively at the expense of the Broker and/or the borrower represented by the Broker. All costs, fees, and expenses incurred in connection with the preparation and submission of these loan application packages shall be borne solely by the Broker and/or the borrower, with no financial liability or obligation imposed upon NM. During the term of this Agreement, the broker shall remain duly licensed under the laws of the state(s) in which the broker operates their business. All other applicable licenses, permits, approvals, and/or authorizations shall maintain in effect during the terms of this agreement as well.
- b) The Broker shall conduct investigations and inquiries to verify the veracity of all information contained within the loan application submitted to NM on behalf of the borrower. The Broker shall exercise due diligence in assessing the borrower's creditworthiness and the value of the real property.
- c) The Broker shall neither exercise control over nor be subject to the control of any title company, escrow company, appraisal company, or any other entity with a related interest in the loan in connection with originating the loan under this agreement. The Broker's independence from such entities shall be strictly upheld to ensure impartiality and adherence to all applicable regulations and standards.

- d)** Broker must maintain, at all times, a minimum tangible net worth of \$25,000 for approval. Broker's net worth to be determined in accordance with the Generally Accepted Accounting Principles (GAAP).
- e)** Broker and any other person involved in the loan transaction has complied or will comply with all the applicable state and federal, state, and local regulations. Broker must comply, including without limitation to, Equal Credit Opportunity Act (ECOA), Real Estate Settlement Procedures Act (RESPA), Truth in Lending Act (TILA), Homeownership and Equal Opportunity Protection Act (HOEPA), Fair Housing Act, Fair Credit Reporting Act, Federal Consumer Credit Protection Act, Gramm-Leach-Bliley Act, California Civil Code, California Housing Financial Discrimination Act, Flood Disaster Protection Act, Patriot Act, Appraiser Independence Act, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, and any and all federal and state fair lending regulations.

6. Broker Warrants

- a)** Broker hereby warrants and represents unequivocally that, in connection with each and every loan application package submitted to NM for approval pursuant to the terms and conditions set forth in this agreement, Broker has not made, either directly or indirectly, any statements that are misleading, incomplete, or false in any material respect. Broker is neither aware nor has any knowledge in regards to any adverse information and/or documentation relating to the borrower(s) on whose behalf it submits the loan to NM. Broker shall not fail to disclose any fact or circumstance that may have adverse effects to the borrower(s) eligibility for the loan.
- b)** The Broker shall fully disclose whether they are currently engaged in any ongoing litigation or have been a party to any prior litigation. Furthermore, the Broker shall disclose in full any instances of receiving repurchase demands or indemnification claims from licensing authorities, law enforcement agencies, or any other financial institutions. Such disclosure shall include, but not be limited to, the nature of the litigation, the parties involved, and the outcomes or settlements reached.
- c)** Broker hereby expressly authorizes and grants NM the unrestricted right, throughout the entire duration of this Agreement, to obtain and thoroughly review, at the sole and absolute discretion of NM, credit reports for Broker as well as any principal officer(s) associated with Broker. This authorization is deemed necessary to thoroughly assess the ongoing basis for the consideration of continuing the business relationship between Broker and NM.

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- d)** The Broker hereby agrees to indemnify, safeguard, and hold harmless NM its successors and/or assigns, and any other related agency, from and against any and all claims, actions, liabilities, or damages arising directly or indirectly therefrom. This indemnification shall extend to, but is not limited to, all attorney's fees, judgments, and other expenses incurred as a result of providing this information to third parties.
- e)** The Broker shall indemnify, save, and hold harmless NM, including its directors, officers, agents, employees, successors, and assigns, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including attorney's fees, that arise from or are in any way connected with: (a) any breach of representation, warranty, term, or condition contained in this Agreement, amendments incorporated by reference, or any undertaking of the Broker; (b) the Broker's failure to fulfill any obligation under this Agreement; (c) any claim by a Borrower resulting from NM's failure or refusal to fund a Loan; and (d) the Broker's negligence or willful misconduct in connection with any Loan package submitted. Upon execution, this indemnification provision shall survive any termination or cancellation of this Agreement. The Broker's obligation to indemnify NM shall not be affected by any of the following actions taken by NM with or without notice to the Broker: (a) liquidation, repayment, retirement, sale, or resale of any Loan; (b) foreclosure of any Loan; (c) bankruptcy proceedings involving a Borrower; or (d) sale or resale of the property securing any Loan. NM's rights and remedies concerning any breach of the representations, warranties, and covenants of the Broker in this Agreement will survive the delivery and funding of any Loan submitted by the Broker and the termination or expiration of this Agreement.
- f)** NM's failure or delay to audit any loan prior to funding and closing, or NM's failure or delay in giving notice to the Broker of any material loan application or documentation discrepancy discovered after funding, or NM's failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.
- g)** Under no circumstances shall any Borrower have had, whether directly or indirectly, possession, custody, or control of any credit verification, income verification, or deposit verification documents submitted to the Lender in connection with any Loan. It is imperative that all such verification documents be independently obtained and verified by the Broker or Lender to ensure their authenticity and accuracy, thereby precluding any potential manipulation or influence by the Borrower. This provision is intended to maintain the integrity and reliability of the verification process and to uphold the Lender's underwriting standards.

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- h)** The Broker holds no direct or indirect ownership interest in any property serving as the guarantee for the Loan.

EPO (Early Payoff Policy)

1. During the term of this Agreement, NM shall maintain an Early Payoff and Default Policy (EPO/EPD Policy) concerning loan application packages received from the Broker.
2. If the Borrower prepays a Mortgage Loan in full within seven months (210 days) of the loan funded date or if payments totaling 30% or more of the principal balance are made, the Broker shall indemnify the Lender by remitting an amount equivalent to the total compensation received by the Broker in connection with the loan transaction from any source, or alternatively, shall remit an amount equal to 1.5% of the Unpaid Principal Balance (UPB), whichever amount is greater. The Lender will monitor the frequency of such EPO activity on loans submitted by the Broker throughout the term of this Agreement. Should the Lender determine, in its sole and exclusive discretion, that the frequency of EPO activity on loans submitted by the Broker is excessive, such determination shall constitute a valid basis for declaring a default of this Agreement by the Broker and justify immediate termination of this Agreement.
3. In the event that a Mortgage Loan originated by the Broker is deemed an EPD, the Broker agrees to indemnify the Lender by paying an amount equal to all compensation received by the Broker on the loan transaction from any source and the Broker shall incur a Repurchase Obligation, whereby the Lender may require the Broker to repurchase the Mortgage Loan within thirty (30) days of receiving a written demand. The repurchase shall occur at the designated Purchase Price plus any accrued interest or other applicable fees. A conventional loan is deemed an EPD if any of the first four (4) payments due under the mortgage Note become more than ninety (90) days contractually past due. A non-conventional loan is deemed an EPD if any of the first six (6) payments due under the mortgage Note becomes thirty (30) days contractually past due.
4. NM will issue a billing statement to the Broker detailing any applications of the EPO/EPD Policy and the amount required to be reimbursed to NM. The Broker must remit full payment of any reimbursement amount owed under the EPO/EPD Policy within thirty (30) days of receiving the billing statement. NM may, at its sole discretion and without prior notice or demand to the Broker, offset any commission due from NM to the Broker against any reimbursement amount owed by the Broker to NM under the EPO/EPD Policy. Any such offset by NM shall not be considered or deemed to be an accord and satisfaction.
5. The Lender is not required to demand repurchase or indemnification within any specific period. Any delay or passage of time before making such a demand shall not constitute a waiver by the Lender. Nothing in this provision limits the Lender's right to any legal or equitable remedy; all such remedies are in addition to, and not in lieu of, any other remedy. The Lender may, at its sole discretion and without prior notice or demand to the Broker, offset any monies due from the Lender to the Broker for any reimbursement amount owed by the Broker to the Lender as a result of any EPD, EPO, or indemnification. Such offset shall not constitute or be deemed an accord and satisfaction of any outstanding amount or matter unless confirmed in writing by the Lender.

6. NM may, in its sole and exclusive discretion, implement additional policies and procedures in the future as necessary or appropriate to further address early payoff issues.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Broker Agreement as of the date first written above.

Broker	Signature
Title	Name
Address	Date

Loan Fraud Prevention Acknowledgement

Prevalent Types of Loan Fraud and Misrepresentation

- Forgery involves information that is partially or predominantly accurate.
- Making incorrect statements regarding current occupancy or the intent to maintain the minimum continuing occupancy as stated in the security instrument or occupancy affidavit
- Failure by the loan officer, interviewer, or processor to exercise due diligence, including not obtaining all required information from the application and not seeking additional information based on the Borrower's responses.
- Submitting inaccurate information, including false statements on loan applications and falsified documents intended to verify credit, employment, deposit, asset information, personal details such as identity, ownership, or non-ownership of real property, and other pertinent information.
- Accepting information or documentation without question, even when it is known, should be known, or suspected to be inaccurate. a. Processing multiple owner-occupied loans simultaneously or consecutively for one applicant who provides different information on each application. b. Permitting an applicant or interested third party to "assist" in processing the loan.

Consequences

Loan fraud imposes significant costs on all parties involved. NM steadfastly upholds the quality of its loan production. Fraudulent loans tarnish NM's reputation with investors and mortgage insurance providers. The repercussions for individuals participating in loan fraud are equally severe. Enumerated below are potential legal and financial consequences for those implicated in loan fraud.

Broker Consequences

1. Criminal prosecution by legal authorities.
2. Revocation or suspension of Real Estate Broker's License, Salesperson's License, and other relevant licenses.
3. Civil litigation initiated by NM against the Broker/Lender.
4. Civil litigation initiated by the applicant borrower and/or other parties involved in the loan transaction against the Broker/Lender.

Borrower Consequences

1. Criminal prosecution by the appropriate legal authorities.
2. Revocation or suspension of the Real Estate Broker's License, Salesperson's License, and any other relevant licenses.
3. Civil litigation brought by NM against the Broker/Lender.
4. Civil litigation brought by the applicant borrower and/or other parties involved in the loan transaction against the Broker/Lender.

I have read the following and understand NM's policies and positions on "Loan Fraud"

Broker of Record Signature: _____

Principle Signature: _____



Lender Compensation Form

The Compensation Plan is effective for a duration of one month. The Broker is not required to modify their compensation level each month. Unless NM receives written notification of the Broker's choice of a different compensation plan level within the designated election period, the existing Compensation Plan with NM will automatically renew for the following month. The Lender Paid Compensation Election Form must be submitted to NM no later than five (5) days before the first of each month.

Lender Paid (Select only one)
Please select the desired compensation amount by check marking the box below.
<input type="checkbox"/> 1.000 <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.250 <input type="checkbox"/> 1.375 <input type="checkbox"/> 1.500 <input type="checkbox"/> 1.625 <input type="checkbox"/> 1.750
<input type="checkbox"/> 1.875 <input type="checkbox"/> 2.000 <input type="checkbox"/> 2.125 <input type="checkbox"/> 2.250 <input type="checkbox"/> 2.375 <input type="checkbox"/> 2.500
Flat Fee
Only allowed if LPC comp does not exceed 2.25%
Flat Fee: \$_____

The Broker certifies that when compensation is received from the Lender, this compensation will be the Broker's sole source of remuneration. The Broker shall neither accept nor receive any additional compensation in any form from any party other than the Lender. The Broker's compensation is subject to all relevant federal, state, and local laws and regulations, including state and federal high-cost limitations.

The Lender and Broker may mutually agree to amend the aforementioned fixed percentage on a monthly basis. However, any such amended compensation rate shall only apply to loan applications registered by the Lender after the effective date of the change.

Broker:_____

Name:_____



Corporate Resolution

It was unanimously resolved that _____ (Authorized Officer and Title) is hereby authorized on behalf of _____ ("Company") have resolved that the President, Vice-President, Treasurer, or any of these officers, are hereby granted full authority to negotiate and finalize agreements, contracts, and arrangements; to execute, sign, or endorse documents on behalf of _____;
and to affix the corporate seal thereon.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the

Seal of the Company this day of _____ 20__

Authorized Signatory: _____

Signature: _____ Date: _____

Broker Of Record Signature: _____

Broker of Record Printed Name: _____

Please provide the following contact information to receive log-in credentials for the following users in order to access our online web portal.

Mortgage Loan Originators

[illegible]

Additional Personnel

[illegible]



E-SIGN DISCLOSURES AND CONSENT

The federal Electronic Signature in Global and National Commerce Act ("ESIGN") requires the following disclosures. To receive electronic communications related to your mortgage application, you must consent to receive these communications electronically from Novus Mortgage. This notice provides important information for you to consider before consenting to the electronic delivery of required information.

Your consent allows the general use of electronic records and signatures for the required information. However, your consent does not obligate us to provide the required information electronically. We may choose to deliver the required information in paper form, and we may require certain communications from you to be sent to us on paper at a designated address. Each borrower must complete this form, even if all borrowers use the same email address.

How to Update Your Records:

You are responsible for providing true, accurate, and complete contact information, including your email address, related to this disclosure and your mortgage application. You must promptly update any changes to this information. To update your information, please call 626-820-9081 or email info@novus-mortgage.com.

Requesting Paper Copies:

We will not send paper copies of any communications unless you request them or we decide it is appropriate to do so. During the mortgage application process, you can obtain paper copies of electronic communications by printing them yourself or by requesting that we mail you a copy. To request a paper copy at no charge, call us at 888-525-1003 or email info@novus-mortgage.com

Required Software/Hardware:

Minimum hardware and software requirements to access and store electronic information:

- **Hardware/Devices:** iOS, Android, Windows
- **Operating Systems:** Windows XP, Vista, 7, 8, 8.1; Mac OS X
- **Browsers:** Internet Explorer 8, 9, 10, 11; Chrome; Firefox; Safari (MacOS); Opera
- **Software:** Adobe Acrobat or similar software to view PDF files

I have reviewed the information regarding the use of electronic records, disclosures, notices, and email, and I consent to the use of electronic records for delivering Required Information related to our relationship. I confirm that I can access this information using my computer and software. I have an account with an internet service provider and am capable of sending and receiving emails with hyperlinks to websites and attached files. I also agree to the use of electronic records and electronic signatures as substitutes for written documents and handwritten signatures.

Name: _____

Email Address: _____

I consent to receiving communications electronically from Novus Mortgage.

Signature _____ 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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. See also *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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they