

This Broker Agreement (“Agreement”) is entered into as of _____, 20____ (the “Effective Date”) by and between Futures Financial, LLC, a Delaware limited liability company (“FUTURES”), and _____ (“Broker”), with reference to the following:

WHEREAS, Broker is in the business of sourcing and processing applications for mortgage loans, with the intention of placing those processed applications with a third party lender to fund the mortgage loans;

WHEREAS, Futures is in the business of directly originating and funding Mortgage Loans (as defined below) and receiving loan applications from brokers, underwriting those loan applications with the intention of funding those Mortgage Loans in Futures name using Futures funding facilities; and

WHEREAS, it is the desire and intention of Futures and Broker to undertake a nonexclusive relationship whereby, in accordance with the terms of this Agreement, Broker may from time to time, submit Mortgage Loan Packages (as defined below) for Mortgage Loans on behalf of Broker’s client’s that comply with Futures Broker Loan Programs (as defined below) for underwriting and funding consideration.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Futures and Broker agree as follows:

1. DEFINITIONS

In addition to the definitions having the meanings indicated elsewhere throughout this Agreement, the following terms shall have the following meanings:

“Applicant” means the party or parties applying for a Mortgage Loan.

“Mortgage Loan” shall mean business purpose loans secured by first lien mortgages against non-owner occupied single family, one-to-four family homes, condominiums, townhomes, PUDs, and 5+unit multifamily properties.

“Mortgage Loan Package” means, without limitation, the Applicant’s loan application, which shall include all additional forms, documents, information and reports necessary and required by Futures to make a decision whether to approve and fund a Mortgage Loan.

2. ORIGINATION, PROCESSING, UNDERWRITING AND FUNDING OF MORTGAGE LOANS

Broker may, from time to time and in its own discretion, solicit and submit Mortgage Loan Packages for Mortgage Loans to Futures for review, underwriting and funding consideration by Futures. Broker shall be responsible for the accurate preparation and execution of a complete Mortgage Loan Package on each Mortgage Loan request submitted to Futures. All Mortgage Loan Packages submitted to Futures under the terms of this Agreement shall comply with the applicable Broker Loan Program (as defined below) relating to the type of Mortgage Loans which Futures is willing to consider funding from Broker. Broker shall submit each Mortgage Loan Package to Futures in a manner to be communicated to the Broker in writing by Futures. Each Mortgage Loan Package shall include, but is not limited to, the following items:

- A. Completed Mortgage Loan application;
- B. All supporting documentation required by the applicable Broker Loan Program to satisfy Futures approval and funding requirements; and
- C. Such other documents as Futures may from time to time reasonably request.

3. MORTGAGE LOAN PROGRAMS

Futures shall from time to time distribute to Broker information with respect to the types of Mortgage Loan programs it is currently offering for which the Broker is eligible (the "Broker Loan Programs"). Futures will accept only those Mortgage Loan Packages eligible for the Broker Loan Programs currently in effect and offered by Futures may, in its sole and absolute discretion, at any time change, amend or modify its Broker Loan Programs and loan approval criteria.

4. FUTURES GUIDELINES

Broker's approval to participate in the Broker Loan Programs, as well as any obligations with respect to Mortgage Loans submitted by Broker to Futures, are subject to the terms and conditions in this Agreement, and any other conditions imposed by Futures with respect to each Mortgage Loan application on case by case basis. Broker acknowledges and agrees that Futures shall have the right to accept or reject any Mortgage Loan Package in its sole and absolute discretion. In the event of its rejection of a Mortgage Loan Package submitted by Broker, Futures shall have no obligation, responsibility or liability to Broker by virtue of such rejection.

5. BROKER RESPONSIBILITIES AND DUTIES

A. Submission of Mortgage Loan Packages. With respect to each Mortgage Loan Package submitted by Broker to Futures for underwriting, approval, and funding consideration, Broker shall assist Futures in obtaining any and all additional information needed by Futures or to otherwise facilitate the underwriting and closing of the loan transaction. Further, Broker agrees to perform such other functions as Futures may require from time to time, including:

- (i) Undertake all personal interviews with Applicant(s) and assist Applicant(s) in filling out Mortgage Loan application(s);
- (ii) Have and maintain ongoing contact with Applicant(s) from the time of application until closing;
- (iii) Educate and assist Applicant(s) in understanding the financing process, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- (iv) Gather all information and documentation needed to complete and submit the Mortgage Loan Package;
- (v) Collect and analyze financial information and related documents and assist Applicant(s) in determining the mortgage that Applicant(s) can afford and assist Applicant(s) in identifying potential credit problems and obtaining letters of explanation;
- (vi) Keep Applicant(s) apprised of the status of his/her/its application and communicate any changes in the Mortgage Loan terms within a reasonable timeframe;
- (vii) Participate in the Mortgage Loan closing; and
- (viii) Provide any other service as Futures may from time to time reasonably request.

B. Duty to Provide Documentation and Information; Licenses and Authorizations. At any time upon Futures's request, Broker shall provide Futures with any and all documentation and evidence demonstrating that Broker is in compliance with all applicable federal, state and local laws requiring Broker to be licensed or registered in its jurisdiction to carry out the services to be performed under this Agreement, including all licenses necessary to conduct the mortgage brokerage business contemplated by this Agreement. To the extent required by the laws, rules or regulations of the state(s) in which Broker operates, all Broker employees, contractors and agents taking applications or offering or negotiating Mortgage Loan terms must be (i) registered through the Nationwide Mortgage Licensing System and Registry ("NMLS") if applicable in such state, and/or (ii) licensed or registered in the applicable jurisdiction if applicable in such state. Broker will notify Futures immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations, or qualifications, or of the taking of any formal or informal administrative or judicial action by any such regulatory or supervisory agency against Broker that could adversely affect Broker's licenses, registrations, and qualifications.

6. FUTURES RESPONSIBILITIES AND DUTIES

A. Underwriting. Upon receipt from Broker of a complete Mortgage Loan Package, in its sole and absolute discretion, Futures may underwrite and approve or deny a Mortgage Loan Package on the basis of Futures then current underwriting criteria. Futures and Broker agree that Futures may conclusively rely on all information, documents, and reports contained in the Mortgage Loan Package supplied to it and submitted by Broker and the authenticity and accuracy of the information contained therein. Futures failure to conduct an independent investigation with respect to the Mortgage Loan Package shall not affect or modify the representations and warranties made by Broker herein or the rights and remedies available to Futures for a breach thereof. Broker is solely responsible for the authenticity and accuracy of all information, documents, and reports contained in the Mortgage Loan Package.

B. Approval of Mortgage Loans by Futures. If Futures, in its sole and absolute discretion, approves a Mortgage Loan Package, Futures shall issue Broker a conditional approval setting forth the conditions upon which Futures will fund the subject Mortgage Loan (the "Conditional Approval"). Futures shall have no obligation to fund a Mortgage Loan prior to the fulfillment of all funding conditions contained in the Conditional Approval. Futures shall not be obligated to fund any Mortgage Loan that does not, in Futures sole discretion, comply with the terms of this Agreement, the related Conditional Approval or Futures applicable guidelines or underwriting criteria. Notwithstanding anything to the contrary contained in this Agreement, Futures shall have no obligation to accept, approve or fund any Mortgage Loan submitted to it by Broker. Broker and Futures expressly agree and acknowledge that Broker shall have no right, power or authority, express or implied, to approve a Loan Application, orally or in writing, on behalf of Futures or to issue to Applicant(s) any type of commitment to loan funds on behalf of Futures or to represent to any person that Futures has approved or will approve any Mortgage Loan Package or that Futures has issued or will issue a binding commitment to fund any Mortgage Loan Package. The contents of all Mortgage Loan Package and other information submitted to Futures shall become the Property of Futures upon funding of the Mortgage Loan.

7. BROKER COMPENSATION

Futures will direct the settlement agent responsible for closing each transaction to promptly release any fees, commissions, or other compensation due to the Broker at closing. Unless otherwise agreed upon by Futures in writing prior to the transaction commencing, Futures bears no responsibility or liability for any fees, commissions or other compensation due to Broker from any borrower. Broker agrees that it will not share any such fees or compensate any other party, if prohibited by the laws of the state, jurisdiction or licensing body under which Broker conducts business. No fees, commissions or other compensation shall be owed to Broker on account of any Mortgage Loan that is not funded and closed and Futures shall have no obligation under this Agreement to Broker if a Mortgage Loan fails to fund and close for whatever reason.

8. BROKER'S REPRESENTATIONS AND WARRANTIES

Broker hereby represents, warrants and covenants to Futures, as of the time each Mortgage Loan Package is submitted to Futures and at the time any such Mortgage Loan is funded and closed through the life of such Mortgage Loan, that:

A. Organization and Good Standing. If a corporation, partnership, limited liability company or other entity, Broker is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, is duly qualified to do business and is in good standing under the laws of each state or other jurisdiction in which the nature of the activities conducted by it requires such qualification, and has the power and authority to enter into this Agreement and to perform its obligations contemplated hereby;

B. Enforceability; Authority. This Agreement constitutes the legal, valid, and binding obligation of Broker, enforceable against him/her/it in accordance with its terms. The representative(s) of Broker signing this Agreement on behalf of Broker has the right, power and authority to execute and deliver this Agreement;

C. Accuracy of Information Provided. Broker certifies that the statements set forth herein and on the application broker submitted to Futures are true, correct and accurate. All information provided to Futures by Broker concerning Broker and its business shall be true and accurate as of the date provided. Broker has disclosed to Futures all fictitious business names and other names under which Broker does business and all affiliated entities of Broker and its principals on the application broker submitted to Futures. Broker acknowledges that Futures is relying on such information as an inducement to enter into this Agreement and will be relying on such information in connection with any Mortgage Loans Futures may fund that are submitted by Broker. Broker agrees to promptly notify Futures in the event any information provided by Broker becomes inaccurate or misleading in any material respect;

D. Licenses; Compliance with Laws. Broker possesses all necessary federal, state and local approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the brokerage activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker and its activities. All such approvals, licenses, and permits are in full force and effect and shall remain in full force and effect during the term of this Agreement. Broker covenants to notify Futures immediately upon the suspension, revocation, expiration or other termination of any such approvals, licenses or permits, or of the taking of any action by any such agency against Broker that could adversely affect Broker's approvals, licenses, or permits;

E. No Conflict. The execution of this Agreement by Broker, the compliance by Broker with the terms and conditions herein, and the submission of each Mortgage Loan Package hereunder will not violate or conflict with any provisions of Broker's charter documents, any instrument relating to the conduct of its business, or any other agreement, law, rule, regulation, ordinance or order to which Broker may be a party or under which Broker may be governed. Unless disclosed to Futures in writing before the funding of any Mortgage Loan, Broker shall have no direct or indirect ownership in any property intended as security for any Mortgage Loan Package submitted by Broker to Futures for funding;

F. Submission of Mortgage Loan Packages. Upon the submission of a Mortgage Loan Package by Broker to Futures, Broker shall be deemed to represent and warrant to Futures with respect to such Mortgage Loan Package that: (i) Broker has complied with all of the requirements of this Agreement None of the statements or information contained in any document submitted with or included as part of the Mortgage Loan Package, or in any other document reviewed by Futures in connection with Futures underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect, and all documents submitted by Broker to Futures in connection with the Mortgage Loan Package are genuine; (iii) Broker has the authority to submit such Mortgage Loan Package to Futures; and (iv) Broker has not made any representations to the Applicant or others concerning the mortgage loan application that are not set forth in such application and that have not been approved in writing by

G. Absence of Claims. Except as previously disclosed by Broker to Futures in writing, there are no pending or threatened suits, actions, arbitrations, or legal, administrative, or other proceedings or investigations (including an allegation of fraud by a lender) against Broker or its current or former owners, agents or employees that could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Mortgage Loan Package submitted by Broker for funding by Futures or would have a material adverse effect on Broker's ability to perform pursuant to the terms of this Agreement;

H. Services to Applicants. At all times during the term of this Agreement, with respect to each Applicant whose application has been submitted by Broker to Futures, Broker has observed and shall observe and fully discharge the duties owed to its clients under applicable law. All services were performed in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any Applicant that all such services were not fully and satisfactorily performed. Broker shall maintain regular contact with the Applicant and such third parties as may be necessary between application and closing to apprise them of the status of the application, to gather any additional information as needed, and to ensure the timely submission of all materials necessary to meet any deadlines applicable to the close and funding of the Mortgage Loan;

I. Policies and Procedures. Broker and its employees and agents are knowledgeable on, and shall continue to be knowledgeable on, all of the Broker Loan Programs offered by Futures and in effect from time to time;

J. Non-Public Personal Information. Broker shall comply with all federal, state and local laws, rules regulations and ordinances governing or relating to privacy rights and protection of non-public personal information (NPI) in connection with its performance under this Agreement. Broker shall implement such security measures as to maintain the confidentiality of NPI for all Applicants including protection against unauthorized access to or use of such NPI;

K. Loan Compensation Compliance. Broker's policies and procedures, as well as its actual practices, relating to compensating its loan officers and other employees are in all respects compliant with Federal and state law governing loan officer and employee compensation.

9. REPRESENTATIONS CONCERNING THE MORTGAGE LOAN PACKAGES AND MORTGAGE LOANS

- A.** To the best of Broker's knowledge, all Mortgage Loans conform to Futures underwriting guidelines.
- B.** All Mortgage Loan Packages and the related loan applications have been sourced solely by Broker, unless otherwise expressly agreed to and approved by Futures in writing.
- C.** To the best of Broker's knowledge, as of the date the Mortgage Loan was originated, all information relating to the Mortgage Loan provided by Broker to Futures was complete and accurate, and contained no fraud or misrepresentation. To the knowledge of Broker, all information obtained, derived or requested from the Applicant, or any third party representative of Applicant was complete and accurate, and contained no fraud or misrepresentation.
- D.** Broker has no knowledge of any circumstances or conditions with respect to any application, mortgaged property, Applicant or Applicant's credit standing that reasonably could be expected to cause the Mortgage Loan to become delinquent, or adversely affect the value or marketability of the Mortgage Loan.
- E.** There are no actual or perceived conflicts of interest present in the transaction, including without limitation, Broker having any ownership interest in any property acting as security of the Mortgage Loan, unless otherwise disclosed to Futures in writing.

10. REMEDIES FOR BREACH

In addition to other rights and remedies that Futures may have, upon discovery by Futures of any breach of any representation, warranty or covenant of this Agreement, Futures shall promptly notify Broker and the notice shall specify the nature of the breach. Within thirty (30) days after discovery by or notice to Broker of any breach, Broker shall promptly cure such breach to the reasonable satisfaction of Futures. If at the end of the notice period Broker has not remedied or taken action to remedy its breach, then this Agreement shall be considered terminated at the end of the notice period with notice of such termination to Broker; provided, however, that any termination under this paragraph shall not prejudice the rights of either party against the other. Upon such termination, Futures shall have no further or ongoing responsibility to Broker under this Agreement.

11. CONFIDENTIALITY, AND PROPRIETARY INFORMATION

Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate the purpose of this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate the transaction, provided further that such information is identified as confidential nonpublic information. In addition, confidential information may be provided to a regulatory authority with supervisory power over Futures or Broker, provided such information is identified as confidential non-public information. Each party agrees that it will ensure the protection of the confidentiality and security of nonpublic personal information in compliance with the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. §6809) and implementing regulations thereof, and all other applicable law. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information. Broker acknowledges that unique lending programs, processes, guidelines, and procedures (the "Futures Programs") constitute a trade secret and represent proprietary information owned solely by Futures. Broker agrees that Broker, its officers, directors, employees, agents, successors, and assigns will keep the Futures Programs confidential and will use the Futures Programs only in conjunction with this Agreement. This clause shall survive the termination of this Agreement and shall be enforceable by and in addition to any other remedies allowable by law.

12. NON-EXCLUSIVE - RELATIONSHIP OF THE PARTIES

This is a non-exclusive agreement and Broker shall not be obligated to submit any or all loans that it brokers to Futures. Broker acknowledges that its relationship with Futures is that of an independent contractor. Broker is not an affiliate, branch, or "net branch" of Futures. Broker and its contractors and employees are not employees of Futures. Broker shall make no representations to any party to the contrary. Broker shall not use Futures name, the name of any affiliate of Futures, or any of Futures or its affiliate's trademarks in any advertisement or endorsement unless Futures has provided express written consent to such specific instance and form of usage.

13. NON-CIRCUMVENT

During the term of this Agreement, Futures agrees not to solicit the business of any Applicant introduced to Futures by Broker, including, but not limited to, contacting an Applicant to refinance a Mortgage Loan without the participation of Broker or Broker's consent or approval.

14. DUE DILIGENCE AND INFORMATION RELATED TO BROKER

Broker acknowledges and agrees that any information obtained by Futures from Broker or otherwise in connection with Futures review and approval of Broker or any Mortgage Loan Package submitted to Futures for funding may be provided by Futures to any of its parent entities, subsidiaries or affiliates. With respect to any information related to a Mortgage Loan submitted to Futures for funding, Broker expressly consents to the release of such information by Futures to its parent entities, subsidiaries or affiliates which may have a need to know such information. Further, any other information provided by Broker to Futures in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

15. COOPERATION

The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Mortgage Loan and provision of any and all information that may be requested regarding any of the Mortgage Loans underwritten pursuant to this Agreement. Broker shall use its best efforts to obtain any necessary correction to any documents related to the Mortgage Loan, upon request by Futures.

16. MORTGAGE FRAUD

Broker acknowledges that it is Futures policy and intent to support the elimination of mortgage loan fraud and misrepresentation within the mortgage industry. Broker is hereby advised that it bears responsibility for all actions performed in the course of its business by its employees and representatives. The submission of a Mortgage Loan Package containing false or misrepresented information is a crime. The consequences of mortgage loan fraud and/or misrepresentation are extensive and costly. Broker acknowledges and agrees that Futures may vigorously pursue any and all remedies available to it in the event of any such fraud or misrepresentation or alleged fraud or misrepresentation including, without limitation, the remedies set forth in Paragraph 10 and Paragraph 18 and elsewhere in this Agreement, and reporting any instances of fraud or misrepresentation or alleged fraud or misrepresentation in connection with a Mortgage Loan submitted by Broker to Futures for funding to appropriate federal, state and local regulatory authorities or law enforcement agencies, including such authorities or agencies responsible for criminal or civil prosecution and/or revocation of licenses.

17. INDEMNIFICATION

Broker hereby indemnifies and agrees to defend and hold harmless Futures, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, members, owners, shareholders, employees, attorneys, and agents and the successors and assigns (collectively, the "Indemnities") of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, losses, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind by reason of any act or omission of Broker or its employees, agents or representatives relating to or arising out of: (i) the services and transactions under this Agreement; (ii) any breach by Broker of this Agreement or any provision hereof or Broker's failure to perform any obligation herein; (iii) the inaccuracy or breach of any representation, warranty or covenant made by Broker herein; (iv) any acts or omissions of, or services provided by, Broker, its agents, employees, representatives, officers, directors, shareholders, managers, members, or partners, as applicable, in connection with this Agreement; (v) any claim by an Applicant or borrower resulting from Futures failure or refusal to fund a loan; (vi) mortgage fraud; or (vii) any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of, or otherwise associated or affiliated with, Futures.

Broker's obligation to fully indemnify the Indemnitees under this Agreement shall not be affected by Futures taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any Mortgage Loan or (ii) foreclosure of any Mortgage Loan.

18. MISCELLANEOUS

A. TERM; TERMINATION. The term of this Agreement shall commence as of the Effective Date and shall continue until the termination of this Agreement pursuant to this section. Futures and Broker shall have the right to terminate this Agreement at any time for any reason, which termination or suspension shall be effective immediately upon the other party's receipt of written notice thereof. Notwithstanding any such termination, this Agreement shall continue to apply with respect to any and all Mortgage Loan Packages which have been submitted to Futures and for which Broker has received Conditional Approval prior to the effective date of termination. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Broker's representations and warranties) shall survive any termination of this Agreement and shall remain in full force and effect with respect to each Mortgage Loan brokered to Futures prior to the effective date of such termination. In the event Futures sells or transfers any Mortgage Loan subject to this Agreement, the provisions and obligations contained in this Agreement (including without limitation all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Mortgage Loan.

B. NOTICE. All notices, demands, instructions and other communications shall be in writing and delivered to the appropriate party as follows:

If to FUTURES:
Futures Financial, LLC
134 S. Glassell St., #B
Orange, CA. 92866
Attention: Compliance

If to Broker:
At the address provided on the
signature page.

Notice shall be deemed given: (i) upon receipt, if delivered by hand; (ii) on the delivery day after deposit with an internationally recognized overnight service provider; (iii) on the day sent, if before 5:00 p.m., Pacific Standard Time, if sent via Email, provided that any notice sent via Email must be sent with a "read receipt"; or (iv) on the fifth delivery day, if notice is deposited in the mail.

C. SUCCESSORS AND ASSIGNS

Futures shall have the right to assign or transfer this Agreement and its duties, obligations, or rights hereunder. Broker may not assign, transfer, or subcontract any of its duties, obligations, or rights under this Agreement without Futures prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement.

D. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

Futures may modify or amend the terms and conditions of this Agreement from time to time and provide a copy to Broker of any modification or amendment. A copy of such amendments can be provided in electronic format, including but not limited to, by posting to Futures broker portal website, and releasing via email to the contact of record. Such modification or amendment shall immediately become a part of this Agreement and Broker shall be bound by such modification or amendment without further need for acknowledgment or signature by Broker. Submission of a Mortgage Loan Package by Broker to Futures after the effective date of such modification or amendment is deemed acceptance of the modification or amendment by Broker with respect to each Mortgage Loan.

E. WAIVER

No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

F. FORCE MAJEUR

Futures shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (a) fire, flood, earthquake, elements of nature or acts of God, (b) acts of vandalism or terrorism (electronic or otherwise), (c) riots, civil disorders or revolutions, (d) strike or other significant labor disruption, or (e) nonperformance by a third party or any other cause beyond the reasonable control of Futures (each of such events being referred to herein as a "Force Majeure Event"). If a Force Majeure Event occurs, Futures shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event prevails. Futures shall notify Broker, in accordance with this agreement, as soon as practicable regarding the occurrence and, if known, anticipated duration of any Force Majeure Event.

G. GOVERNING LAW, JURISDICTION, VENUE

This Agreement is made in the State of California and shall be interpreted and enforced under the internal laws of the State of California, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the State Courts sitting in Los Angeles County, California to (1) enforce the arbitration agreement; (2) to enforce any rights to provisional remedies; (3) to enter any arbitration award.

H. ATTORNEYS' FEES

If either party brings a suit or other proceeding against the other as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing party obtaining final judgment in such action or proceeding shall be entitled to receive from the non-prevailing party the prevailing party's reasonable attorneys' fees incurred by reason of such action or proceeding and all costs associated with such action or proceeding incurred by the prevailing party, including the costs of preparation and investigation. In addition to the foregoing, in the event either party breaches this Agreement in any respect and the other party incurs attorneys' fees, costs and expenses in seeking to enforce performance of this Agreement other than by the bringing of any suit or other proceeding against the other party, whether by written demand or otherwise, the party seeking enforcement of the terms and conditions of this Agreement, including any indemnity obligations of a party, shall recover from the other party its reasonable attorneys' fees costs and expenses incurred in connection with enforcing performance of the terms of this Agreement.

I. WAIVER OF JURY TRIAL - ARBITRATION OF DISPUTES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, Futures AND BROKER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE UNDER THIS AGREEMENT. The Parties agree to submit to binding arbitration any and all claims, disputes and controversies between or among them in any way relating to this Agreement. Such binding arbitration shall be administered by the American Arbitration Association ("AAA") and shall be conducted in accordance with the commercial rules of the AAA. Such arbitration shall be held in Los Angeles, California and shall be governed by the laws of the State of California without reference to its choice of law principles thereof. The parties shall have the same rights of discovery and remedies as to which they would be entitled under California law. The arbitration of all issues, including damages (if applicable) shall be final and binding upon the all parties to the extent permitted by law. Judgment upon the award may be entered by any court having jurisdiction. The parties shall each initially bear their own costs and attorneys' fees and shall share the arbitrator's fees. The arbitrator shall award attorneys' fees and costs and arbitrator's fees to the prevailing party. If any party unsuccessfully resists arbitration under this Agreement or the confirmation or enforcement of an arbitration award rendered under this Agreement, then all costs, attorneys' fees, and expenses incurred by the other party or parties in compelling arbitration or confirming or enforcing the award shall be fully assessed against and paid by the other party resisting arbitration and/or confirmation or enforcement of the award.

J. SEVERABILITY

If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

K. PARTIES IN INTEREST

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or arising by reason of this Agreement on any persons other than the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

L. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the scope of services included herein and supersedes all previous written and oral negotiations, commitments and understandings. Each party has cooperated in the drafting and preparation of this Agreement. Broker acknowledges that it has read this Agreement, has had the opportunity to review it with an attorney of its choice, and has agreed to all its terms. Under these circumstances, Futures and Broker agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement.

M. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Electronic PDF signatures shall be deemed valid and binding to the same extent as an original.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Futures and Broker have caused this Broker Agreement to be executed as of the Effective Date.

Futures Financial, LLC
a Delaware limited liability company

By:

Name: _____

Title: _____

Broker:

By:

Name: _____

Title: _____

Broker Mailing Address for Notice:

Attn To: _____

Address: _____

City: _____

State: _____ Zip: _____

Please provide your Futures representative with the following information, along with the Broker's Articles of Incorporation.

Broker Legal Name:	
DBA (if different from above):	
NMLS Number:	
EIN Number:	
State Licenses (list all that apply):	
Address:	
City/State:	
Zip:	

Primary Contact:	
Phone:	
Fax:	
Email:	

Broker of Record:	
Position/ Title:	
SS#:	
Ownership %:	

	Company Principal (Name)	Position/ Title	SS#	Ownership %
#1:				
#2:				
#3:				
#4:				
#5:				

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code</p>	
		<p>7 List account number(s) here (optional)</p>	

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
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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.

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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

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