



**MORTGAGE  
CONNECT**

## **Attorney Setup Package**



**This package contains the following documents:**

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## INTRODUCTION

Mortgage Connect has set the standard for the customer experience that far exceeds other title and closing companies. Our growing organization has identified the need for an innovative approach to elevate the borrower's closing experience to the next level. We recognize that the closing table is where the borrower's confidence must be exalted to leave a lasting impression.

Today at Mortgage Connect, we manage relationships with many of the nation's largest lenders. With increased regulatory controls of the lenders by the Consumer Financial Protection Bureau (CFPB) and the OCC, third party oversight of closing agents is a key topic of concern to many of our national lenders. To allow our lenders full transparency into the process for their regulatory agencies, Mortgage Connect has developed a program that aids lenders in their needs within the current marketplace that includes a more professional closing experience and better clarity into the process.

Our network of independent certified closing vendors consists only of the most qualified and knowledgeable professionals to be placed on our panel of independent service providers.

In order to maintain the highest level of quality and to aid our national lenders in their need to conform to the demands of these regulatory agencies, Mortgage Connect requires all signing vendors to go through an extensive vendor approval process. Attached please find our New Signing Agent Setup package for your review. To be eligible to be a Mortgage Connect vendor, you will need to complete and return this package, along with provide copies of all necessary documentation. We require:

- Summary of your standard coverage area including counties, cities and zip codes you cover and pricing, along with service types and # transactions/ years of experience
- Professional Resume
- List of Professional References
- Photocopy of Government Issued Identification with photo
- Photocopy of Current Notary License/Bond for each associate
- Photocopy of E & O insurance for each associate (with a minimum \$1,000,000 minimum per occurrence)
- Photocopy of Background Screening for each associate (10 year)
- Signed copy of our Independent Vendor Services Agreement
- Signed copy of W-9 form
- Vendor Diversity Checklist with Certifications if applicable
- Completion of Mortgage Connect signing agent training with certification
- Submission of monthly invoice utilizing Mortgage Connect's approved billing statement

If you have questions please call 1-855-856-3837 or email [vendors@mortgageconnectlp.com](mailto:vendors@mortgageconnectlp.com) to contact our Vendor Management Team.

You may also visit our website at [www.mortgageconnectlp.com](http://www.mortgageconnectlp.com)

We look forward to establishing a strong business relationship with you.

Sincerely,

Mortgage Connect Vendor Management Team



## CONTACT INFORMATION

State: \_\_\_\_\_ Main County: \_\_\_\_\_

If you are licensed in multiple states, please indicate additional state(s) \_\_\_\_\_

Type of Vendor: ☐ Notary ☐ Attorney ☐ Title Company

Name of Company or Individual Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

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

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

Alt. Phone: \_\_\_\_\_

Fax #: \_\_\_\_\_

Cell #: \_\_\_\_\_

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

Web Address (URL): \_\_\_\_\_

Office handles bilingual signings: ☐ YES ☐ NO

If Yes, list languages: \_\_\_\_\_

Copies of all of the following documentation are **MANDATORY**:

- ✓ Errors & Omissions Insurance (\$1,000,000 per occurrence)
- ✓ Valid Government Issued Identification/Driver's License
- ✓ Notary License with Expiration Date (If applicable)
- ✓ Notary Bond (if applicable)
- ✓ Background Screening (10 year)
- ✓ Professional Resume
- ✓ Bar Registration, if applicable
- ✓ Copy of Completed W-9
- ✓ State Specific Closing Checklist

**CLOSING TYPES AND FEES**

Primary Counties: \_\_\_\_\_

Additional Counties: \_\_\_\_\_

**ALL FEES MUST INCLUDE DOWNLOADING & PRINTING OF POSTED PACKAGE FROM OUR SECURE WEBSITE AND FAX  
BACKS OF THE CRITICAL DOCUMENTS. IF FEES VARY BY COUNTY, USE THE LINES ABOVE.**

**\*\*TX HELOC FEE SHOULD INCLUDE ROOM CHARGE\*\***

Closing Types	Fee Amount	Years of Experience	# Closed in the last 12 months	# Closed in the last 24 months	# Closed in the last 36 months
Refinance Closings	\$				
HELOC (Include room charge for TX only)	\$				
Purchase Closings	\$				
1 <sup>st</sup> and 2 <sup>nd</sup> Piggyback	\$				
Revere Mortgage	\$				
Mini Package (1 to 3 Docs)	\$				
Loan Modification	\$				
CEMA (NY Only)	\$				
E-Closing on Laptop	\$				



## TECHNOLOGY

Please identify what software programs you have utilized to conduct E-Closings below:

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Please identify your printer/computer equipment below:

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## BUSINESS HISTORY

Please provide a summary of your business history, highlighting your loan closing experience or attach a business resume:

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Have you ever been counseled or reprimanded for errors or conduct pertaining to a loan closing or disciplined by a state bar association or the governing entity in any state that regulates the practice of law?

☐ YES   ☐ NO

If yes, please describe below, providing dates and outcome.

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If necessary, would you be willing to dress in business formal attire to conduct a closing?

Mortgage Connect understands additional services may warrant additional fees.

☐ YES   ☐ NO



## PROFESSIONAL BUSINESS REFERENCES

**Company:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Number of years you have been completing closings for this company?:** \_\_\_\_\_

**Comments:**

**Company:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Number of years you have been completing closing for this company?:** \_\_\_\_\_

**Comments:**

**Company:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Number of years you have been completing closing for this company?:** \_\_\_\_\_

**Comments:** \_\_\_\_\_



## GENERAL REFERENCES

Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

How long have you known this abstractor? \_\_\_\_\_

How would you describe their character?



Company: \_\_\_\_\_ Phone#: \_\_\_\_\_

Contact: \_\_\_\_\_ Spoke to: \_\_\_\_\_ Date: \_\_\_\_\_

How long have you known this abstractor? \_\_\_\_\_

How would you describe their character?





## **INDEPENDENT VENDOR SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between MORTGAGE CONNECT, LP and its affiliates, subsidiaries and assigns (collectively "MORTGAGE CONNECT"), having its principal place of business at 600 Clubhouse Drive, Moon Township, PA 15108 and \_\_\_\_\_, an independent attorney(VENDOR) whose address is \_\_\_\_\_.

- 1. Services Rendered:** MORTGAGE CONNECT may, from time to time and in its sole and absolute discretion, request VENDORS's services to conduct real estate closings, which includes, obtaining the signatures of the prospective document signer(s) on any loan, escrow or other legal documents required for the closing (affixing notary seals as required by law), and to return the signed documents at the instructions of MORTGAGE CONNECT, or the prospective mortgage lender or title company, disbursing closing proceeds (if applicable in the jurisdiction) and any other services required for VENDOR to meet the requirements of an attorney conducting a real estate closing in the jurisdiction where the VENDOR is licensed and as more fully described in the state-specific checklist (the "Services"). For each transaction in which VENDOR's Services are utilized, MORTGAGE CONNECT shall provide, or have provided V E N D O R with the required loan documents and instructions via courier, prepaid U.S. mail, overnight delivery, or electronic means. VENDOR shall comply with any and all instructions provided by MORTGAGE CONNECT and any mortgage lender or title company, PROPERTY SELLER, or any state mandated regulations pertaining to document execution and recording and also follow any other guidelines required for the practice of law as it relates to real estate closings in the jurisdiction(s) where VENDOR is licensed. However, VENDOR shall have the sole and exclusive control of VENDOR's work, shall not have set working hours, and VENDOR shall be solely responsible for the manner and details of VENDOR's Services hereunder. VENDOR will be responsible for confirming and attending appointments with the borrowers and all other necessary parties. VENDOR will advise MORTGAGE CONNECT of any inability or failure to complete any closing immediately upon such inability or failure to complete the closing. Following each completed closing, VENDOR shall return the completed loan document or transaction package to MORTGAGE CONNECT or to the mortgage lender or Title Company as instructed, within the specific time frame set forth in the instructions. If required, VENDOR will also disburse the closing funds in accordance with the settlement statement, closing instructions and applicable law.
- 2. Payment:** In consideration to VENDOR for the Services to be performed hereunder, MORTGAGE CONNECT shall pay VENDOR the compensation set forth on vendor set up sheet attached hereto. MORTGAGE CONNECT will pay the same upon receipt of monthly invoice if the VENDOR has not been paid on the settlement statement. It is the responsibility of the ATTORNEY to submit approved monthly invoice; MORTGAGE CONNECT shall have not financial responsibility for payments not billed within 12 months of the date service was performed. Payment of all courier and overnight delivery charges shall be the responsibility of MORTGAGE CONNECT, or the mortgage lender, or Title Company. However, any courier or overnight delivery charges incurred as a result of ATTORNEY's negligence in performing the Services under this Agreement shall be borne by ATTORNEY.
- 3. Term of Agreement:** This Agreement shall become effective on the date of execution hereof, and shall remain in force until terminated by either party. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in the event of any breach hereof by VENDOR. In the event of any termination of this Agreement, all work-in-progress will be completed in accordance with the terms and conditions set forth herein.



**4. Representation and warranties of VENDOR:**

VENDOR hereby represents and warrants to MORTGAGE CONNECT that:

- a. VENDOR is and at all times during the term of this Agreement shall remain, duly licensed as an attorney in the jurisdictions where VENDOR is performing Services. If applicable to the Services, VENDOR shall remain licensed or commissioned, as a Notary Public in the jurisdiction(s) where VENDOR will be performing Services under this Agreement. VENDOR is familiar with the professional duties of an attorney in the handling of real estate closings and possesses the training and skills needed to perform the Services described in this Agreement. If also performing Services as a Notary Public, VENDOR possesses the training and skills necessary to perform those Services hereunder.
- b. VENDOR shall be responsible for assuring that all service provided comply with the Rules of Professional Conduct governing attorneys in VENDOR's licensed jurisdiction(s) and all other laws and regulation governing activities by attorneys.
- c. VENDOR possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, errors and omissions insurance coverage in an amount of not less than \$1,000,000.00 per occurrence, and in the aggregate. VENDOR also possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, comprehensive general and vehicular insurance for claims and damages of bodily injury (including death) in the amounts of not less than \$300,000.00 per occurrence, and \$500,000.00 in the aggregate. VENDOR will provide MORTGAGE CONNECT with certificates of such insurance coverage concurrently with the execution and delivery of this Agreement.
- d. VENDOR shall maintain, at his or her sole expense, all required licenses, permits, commissions, bonds and insurance applicable to Notaries Public in the jurisdictions where VENDOR will be performing those Services under this Agreement. Further, VENDOR shall provide all Services hereunder in accordance with all state, federal and/or city local laws and/or regulations that may apply.
- e. VENDOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. VENDOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless VENDOR can perform such Services in the time frame specified by MORTGAGE CONNECT. VENDOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active job order.
- f. Any and all agents or other attorneys that VENDOR retains and/or utilizes to perform services pursuant to this Agreement agree in advance before performing such services to be bound to the terms and conditions of this Agreement.
- g. VENDOR, its employees and agents, will comply with all laws, rules, regulations and other legal requirements applicable to VENDOR when fulfilling orders for MORTGAGE CONNECT. This includes state laws enacted to protect consumers from unfair, deceptive or abusive acts and practices and to protect consumers' personal information, as more fully described in the Consumer Privacy Acknowledgement in the on-boarding package. VENDOR will have controls in place, and training for its employees and agents, to ensure compliance with these applicable laws.
- h. VENDOR will not compensate staff or agents in a manner that incents one to engage in inappropriate sales practices.
- i. If VENDOR fails to meet a service level expectation in fulfilling an order, upon request, VENDOR will promptly provide MORTGAGE CONNECT with summary of events and any corrective actions that VENDOR will take to cure the failure and/or avoid such failure reoccurring on future orders.



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- j. MORTGAGE CONNECT's clients do not permit any person to have access to the personal information of consumers if such individual has been convicted of a crime of dishonesty or breach of trust pursuant to Section 19 of the Federal Deposit Insurance Act (12 U.S.C. § 1829) ("Prohibited Offense(s)"). Therefore, VENDOR may not use any individual that has been convicted of a Prohibited Offense to perform Services under this Agreement. Accordingly, if VENDOR, its staff and/or agents, is convicted of a Prohibited Offense during the term of this Agreement, it must be reported to MORTGAGE CONNECT immediately and the individual(s) will no longer be eligible to perform Services for MORTGAGE CONNECT.
  - k. VENDOR acknowledges and agrees that orders fulfilled by VENDOR are MORTGAGE CONNECT's and its client's work product or "works made for hire" (as defined by the United States Copyright Act). VENDOR agrees to execute any documentation required to clarify, confirm this designation of "works made for hire".
  - l. VENDOR shall abide by all state and federal laws that prohibit discrimination based on one's status as protected veterans, individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - m. VENDOR maintains a process for identifying and reporting immediately to MORTGAGE CONNECT all customer complaints that arise in fulfilling an order. When reporting a complaint, VENDOR is to provide: any relevant notes, analysis, findings, and/or correspondences.
  - n. VENDOR has procedures in place to detect, prevent, and mitigate the risk of identity theft when fulfilling orders for MORTGAGE CONNECT. If VENDOR believes an event of identity theft may have occurred in fulfilling an order, VENDOR is to contact MORTGAGE CONNECT immediately.
  - o. VENDOR maintains anti-virus software on their computer systems and shall not, contain or transmit any computer code designed to disrupt, disable the operation of MORTGAGE CONNECT and its computer systems (referred to as "viruses" or "worms").
5. **Scope of Services:** From time to time VENDOR will be required to accept funds due at closing made payable to MORTGAGE CONNECT. It is the VENDOR's responsibility to forward all funds to MORTGAGE CONNECT immediately upon receipt.
6. **Confidentiality:** VENDOR shall at all times maintain, as strictly confidential, any information received by VENDOR from MORTGAGE CONNECT or from the mortgage lender, Title Company, or borrower in the course of performing the Services hereunder (the "Confidential Information"). VENDOR will not, either during the term of this Agreement or at any time thereafter, use for VENDOR's own benefit, nor disclose to any third party not entitled thereto, any Confidential Information without the proper written consent of the party who furnished the same.
7. **Consumer Privacy Laws** To the extent VENDOR receives information about a consumer including any "personal information" as defined by Section 1798.140(o) of the California Consumer Privacy Act and its accompanying regulations (collectively, the "CCPA"), or "nonpublic personal information" as defined by Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq., as it may be amended from time to time, the regulations promulgated thereunder ("GLB") (collectively, the "Personal Information"), such Personal Information shall not be retained, used, or disclosed for any other purpose than for the sole and specific purpose of performing the Services expressly specified in this Agreement, or as otherwise permitted by applicable law. VENDOR may need to share such Personal Information with third party service providers for the purpose of providing the Services to MORTGAGE CONNECT described in this Agreement. VENDOR further agrees to amend, modify, or delete any data or Personal Information, as provided to VENDOR by MORTGAGE CONNECT, as may be required for MORTGAGE CONNECT to comply with applicable law, including without limitation the CCPA. VENDOR represents and warrants that notwithstanding the



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terms of this Agreement or any other agreement, VENDOR does not and will not sell, as defined by the CCPA, Personal Information provided or made available to it by MORTGAGE CONNECT.

8. **Independent Contractor:** It is understood by the parties hereto that VENDOR shall at all times be deemed an independent contractor, that VENDOR is not an employee of MORTGAGE CONNECT, and therefore, VENDOR is not entitled to employment benefits including, but not limited to healthcare benefits, retirement benefits, or any other type of employee benefit. As such, VENDOR shall be solely responsible for payment of all expenses incurred in performing the Services hereunder, as well as all federal, state and local taxes imposed on the payments made by MORTGAGE CONNECT. MORTGAGE CONNECT shall not make any withholding for such taxes from any payments made to ATTORNEY. VENDOR understands and acknowledges that in the event VENDOR is paid in excess of \$600.00 in compensation under this Agreement in any calendar year, MORTGAGE CONNECT will file a Form 1099 MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide VENDOR with a copy of the same, on or before January 31st of the following year. Concurrently with the execution of this Agreement, VENDOR further agrees to execute an IRS Form W-9 to be provided by MORTGAGE CONNECT.

9. **Miscellaneous:**

- a. Notice. Any notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but either party may change its address by written notice in accordance with this paragraph.
- b. Indemnity. VENDOR agrees to indemnify and defend MORTGAGE CONNECT against, and hold MORTGAGE CONNECT harmless from all liability resulting from the negligence or willful misconduct of VENDOR, and/or of VENDOR'S employees, agents or subcontractors, in connection with the performance of the Services hereunder. The provisions of this Paragraph shall survive the revocation or termination of this Agreement.
- c. No Partnership. MORTGAGE CONNECT and VENDOR shall not be considered partners or joint ventures for any purpose. VENDOR has no authority to sign, bind, or enter into any agreements on behalf of MORTGAGE CONNECT, nor act as an agent or employee of MORTGAGE CONNECT for any purpose, including VENDOR's performance of his or her Services hereunder. VENDOR shall act in all matters hereunder as an independent VENDOR and shall make no representations to the contrary to any person.
- d. No Exclusivity. This is a non-exclusive Agreement, and nothing herein shall be construed to prevent from VENDOR providing Services to any other person, firm, or entity, including but not limited to, any competitor of MORTGAGE CONNECT, nor shall anything herein be construed to require MORTGAGE CONNECT to utilize any particular amount of Services from VENDOR.
- e. Entire Agreement. This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, promises, understandings, covenants, and communications between the parties concerning said subject matter, whether oral or written, express or implied. This Agreement may only be modified by an instrument in writing, signed by both parties hereto.
- f. Assignment. VENDOR shall not assign this Agreement or any rights hereunder without the prior written consent of MORTGAGE CONNECT, which MORTGAGE CONNECT may withhold in its sole, absolute, and subjective direction.



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- g. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event any legal action is brought to interpret or enforce any of the provisions of this Agreement, exclusive jurisdiction shall be in the state or federal courts located in Allegheny County, Pennsylvania.
- h. Binding. This Agreement will apply to, and bind the parties hereto, their legal representatives, successors and permitted assigns.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- j. Audit. MORTGAGE CONNECT may, upon providing reasonable notice to VENDOR and during normal business hours, conduct either remote and/or on-site audits of any facility from which the VENDOR is performing Services for MORTGAGE CONNECT. The foregoing audit rights may include audits for (i) practices and procedures; (ii) systems; (iii) internal controls; (iv) security practices and procedures; (v) disaster recovery and backup procedures; (vi) charges under this Agreement; (vii) compliance with regulatory requirements; and (viii) any other reasonable purpose as determined by MORTGAGE CONNECT in order to confirm VENDOR is in compliance with this Agreement. VENDOR shall cooperate fully with MORTGAGE CONNECT's auditors with such audits.

***THE VENDOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE VENDOR'S SERVICES, OR ANY AMOUNT OF THE ATTORNEY'S SERVICES. THIS AGREEMENT ENABLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE VENDOR WHEN AND AS NEEDED.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Mortgage Connect, LP

VENDOR

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

## 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> 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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://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.



## **NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES AND/OR BACKGROUND CHECK**

I have provided or will provide to Mortgage Connect a copy of my background screening report.

I HEREBY AUTHORIZE Mortgage Connect to release, disclose and/or provide a copy of said report to any client, customer, lender or other financial institution for whom Mortgage Connect provides settlement or other services so as to evidence that I meet the requirements, qualifications and standards imposed by such lender or financial institution on person who receive or have access to consumer financial information or other confidential information.

FURTHER, I HEREBY AUTHORIZE Mortgage Connect to release, disclose and/or provide a copy of any and all forms, questionnaires, investigative reports, background checks, evaluations, analysis or other information that I have provided or caused to be provided to Mortgage Connect, or which Mortgage Connect has prepared, to any customer, client, lender or other financial institution on persons who receive or have access to consumer financial information or other confidential information. Based on the Consumer Financial Protection Board regulations and guidelines, I hereby authorize Mortgage Connect to release my supplied biography and photograph to any customer, client, lender or borrower involved in a signing I am conducting.

I hereby agree to attend GLBA and any other regulatory or security training offered by Mortgage Connect as deemed necessary.

I hereby agree and understand that this Authorization and Release will remain valid as long as I provide any services for or to Mortgage Connect and throughout my affiliation with Mortgage Connect. The matters and information which are covered by this Authorization and Release include, but are not limited to, information concerning my criminal history, motor vehicle history, character, or any other information requested.

I hereby release Mortgage Connect, its subsidiaries, affiliates, officers, directors, employees, successors and assigns, to the full extent permitted by law, from any liability or claims arising from releasing, disclosing, providing and/or reporting information concerning me to any party pursuant to this Authorization and Release.

I agree that a copy or fax of this document shall be as valid as the original.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Vendor ID



## **VENDOR DIVERSITY QUESTIONNAIRE**

In an effort to identify diverse businesses within our supply chain, please complete the following questionnaire. Your participation is strictly voluntary. If you have any questions, please contact your Mortgage Connect representative.

### **1. Company Ownership**

Is the company at least 51% owned, operated, and controlled by one or more U.S. Citizens?

- ☐ Yes
- ☐ No

### **2. Business Type**

(The company must be at least 51% owned, controlled, and actively managed by an individual or individuals that meet one or more of these business types) Check the box next to the business types that matches your type of diverse business.

- ☐ Minority Business Enterprise (MBE)
  - ☐ African American Male
  - ☐ African American Female
  - ☐ Asian Indian American Male
  - ☐ Asian Indian American Female
  - ☐ Asian Pacific American Male
  - ☐ Asian Pacific American Female
  - ☐ Hispanic American Male
  - ☐ Hispanic American Female
  - ☐ Native American Male
  - ☐ Native American Female
- ☐ Women-Owned Small Business Concern (WBE)
- ☐ Lesbian Gay Bisexual and Transgender Business Enterprise
- ☐ Veteran Business Enterprise (VBE)
- ☐ Disabled Veteran-Owned Enterprise (DVBE)
- ☐ Disabled Business Enterprise (DBE)
- ☐ Small Business Enterprise (Certified by U.S. SBA) (SBE)
- ☐ HUBZone Small Business Concern
- ☐ 8(a) Business Concern
- ☐ Historically Black College and University (Part B Institution)
- ☐ Small Disadvantaged Business Concern
- ☐ Not Applicable



### 3. Certification(s)

Check the box next to the certification category that matches the agency that issued your company's certification.

- ☐ DOT, State, City, and Other Diversity Certifications
- ☐ US Small Business Administration (Federal)
- ☐ NMSDC Certification
- ☐ WBENC Certifications
- ☐ NGLCC Certifications
- ☐ Other: \_\_\_\_\_
- ☐ Not Applicable

#### **Certification Information**

Please include a copy of your certification with this questionnaire

Agency Certification Type (MBE, WBE,  
LGBT, VBE, DVBE, DBE, SBE, etc.): \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

By my signature below, I attest that all information presented in this contract agreement is truthful, and I agree to comply with the terms and conditions of this agreement set forth herewith. It is understood and agreed by you that all references herein to Mortgage Connect apply equally to Mortgage Connects affiliates and subsidiaries, including, without limitation, any joint venture to which Mortgage Connect is a party.

I do hereby swear and affirm that the foregoing is true, complete, and correct. I also understand that if I become a vendor, any falsehood or misrepresentation I make on this contract will result in Mortgage Connect terminating its relationship with me.

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

Print Name of Business owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **CONSUMER PRIVACY ACKNOWLEDGEMENT**

The Services Vendor is providing to Mortgage Connect are subject to the privacy regulations and information security guidelines issued by the federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA"). Furthermore, to the extent any personal information as defined by Section 1798.140(o) of the California Consumer Privacy Act and its accompanying regulations (collectively, the "CCPA"), is received, the requirements of the CCPA shall also apply to the Services. Pursuant to those laws, regulations and guidelines, covered financial institutions, Mortgage Connect and their agents with access to confidential data are required to ensure that all Vendors and/or marketing providers who have access to customer information provide for confidentiality and security of such information. To facilitate our ability to demonstrate compliance with the privacy requirements of GLBA and CCPA, we ask that you agree to the following, which will apply to all data provided to you by Mortgage Connect or any of its affiliates or subsidiaries.

As used herein, the term "Customer Information" shall mean any "nonpublic personal information" about the "customers" and "consumer" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Mortgage Connect and any personal information as defined by Section 1798.140(o) of the CCPA. "Vendor" shall mean the party accepting below as "Vendor" and each of its affiliates and subsidiaries that are now or hereafter may be providing any goods or services to Mortgage Connect.

- Vendor hereby agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Vendor under its agreement(s) with Mortgage Connect or as may be required by law or legal process, it will not disclose any Customer Information to any third party other than affiliates of Vendor or Mortgage Connect.
- Vendor hereby agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed by Mortgage Connect unless such other use is (a) expressly permitted by a written agreement executed by Mortgage Connect, or (b) required by law or legal process.
- Vendor agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information, to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
- Throughout the term of the Agreement, Vendor shall implement and maintain "appropriate safeguards" as that term is used in section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. part 314 (the "FTC Rule") for all "customer information" as that term is defined in section 314.2(b) of the FTC Rule, owned by Mortgage Connect and delivered to the Vendor pursuant to this Agreement.
- Vendor certifies that they will comply with their state's requirement for document retention for the license under which they are providing services to Mortgage Connect. Once the required retention period has expired, Vendor certifies that they will destroy any Mortgage Connect related work product via shredding and/or burning.
- Vendor shall promptly notify Mortgage Connect in writing of each instance of (i) unauthorized access to or use of that Customer Information that could result in substantial harm or inconvenience



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- to a customer of Mortgage Connect or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that Customer Information.
- Vendor shall indemnify, defend and hold harmless, Mortgage Connect for security breaches, violations of GLBA and the CCPA caused by Vendor's negligence or misconduct, and loss or material alteration of Customer Information.
  - Vendor will only use Customer Information for the sole and specific purpose of performing the Services for Mortgage Connect and will not, under any circumstance, sell, as defined in the CCPA, the Customer Information provided to Vendor by Mortgage Connect.

Please acknowledge and accept the terms listed above by signing below.

Signature\_\_\_\_\_

Date\_\_\_\_\_





## **BACKGROUND SCREENING REQUIREMENTS**

Mortgage Connect requires that all Vendors pass a background check screening according to the standards set by Mortgage Connect's bank clients in order to become an approved independent vendor on Mortgage Connect's panel.

Mortgage Connect cannot solely rely on other licensing (state) or membership (NNA). Therefore, Mortgage Connect will require a copy of a complete background screening that includes the following criteria:

- 10 year search
- SSN Trace
- USA Patriot
- County, State, Nationwide and Federal Criminal search
- Sex Offender

Mortgage Connect can also refer you to USA Special Services, LLC to obtain a Background Check Report that will meet our requirements.

Please go to: <https://mortgageconnectlp.quickapp.pro>

If you have more than one associate working under your vendor profile, we require a background screening on ALL associates independently.



## **Servicemember Civil Relief Act (SCRA) Referrals**

This is to notify you of requirements for handling servicemember referrals in order to ensure that appropriate benefits and relief measures are available to eligible individuals.

Should you be made aware that a borrower is an eligible servicemember, you must contact your Mortgage Connect representative to ensure that the necessary steps have been taken to appropriately refer them to the Enterprise Military Benefits Unit (EMBU), which determines their eligibility for additional benefits.

The following are trigger words that may be used to identify a borrower as a servicemember:

- Military Benefits
- SCRA
- Deployment
- Military Protection
- Deferral
- Military Reserves
- Called up
- On orders
- Foreclosure Protection
- Military Protection
- Waive my rights
- Activated my unit, squadron, team, etc.
- Re-Enlist
- Order Extended
- Benefits available to me
- Where do I send my orders
- TDY
- PCS
- Dependent, Spouse, Child benefits

In conclusion, please contact your assigned Mortgage Connect Closing Coordinator indicated on your Attorney confirmation instructions if a borrower has been identified as a servicemember.

I have read, understand and agree to the service level responsibilities listed above.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **ATTORNEY SERVICE LEVEL AGREEMENT**

As an approved independent vendor for Mortgage Connect, you are required to meet the performance expectations contained in this Service Level Agreement. Mortgage Connect will continually monitor the quality and service levels of our agent network. You shall agree to provide services in accordance with the provisions outlined below:

### **Service Level Standards**

#### **Borrower Contact**

Every attempt must be made to contact the borrower to confirm the appointment the same day the order is accepted.

#### **Print Loan Package**

Two (2) copies of entire loan package must be downloaded and printed to lender specifications. You must print all documents, even if they do not require signatures.

#### **Pre-Closing Call**

Vendor must be available to receive pre-closing call from Mortgage Connect

#### **Confirm Closing**

Mortgage Connect must receive confirmation of the closing within 1 hour of closing adjournment.

#### **Day of Closing**

Please be prompt. You must contact the borrower and the designated Mortgage Connect Closing Coordinator to advise of any delays PRIOR to the scheduled appointment time even if you are going to be 1 minute past the scheduled appointment time. Preferably, notification should occur to the borrower at least an hour prior to the scheduled appointment time. You should always alert Mortgage Connect to allow for lender notification as well.

It is imperative that as a certified Mortgage Connect Vendor, you understand that you may NOT send anyone else to the signing appointment on your behalf.

#### **Upload of Critical Documents**

Attorney must scan and upload or fax critical documents for QA within 2 hours of scheduled appointment

#### **Shipment of Loan Package**

Loan documents must be shipped the SAME day as the closing

#### **Notification of Cancellation**

Vendor must notify Mortgage Connect within 24 hours of scheduled appointment if unable to keep accepted assignment

#### **Quality Control**

Vendor must return executed loan documents that meet the requirements of Mortgage Connect, mortgage lender and state mandated guidelines to ensure timely disbursement and recordation.

#### **Shipping Documents to Mortgage Connect**

- Use secure method of delivery for shipping.
- Ensure all closing documents are for the intended recipient in the shipping package, do not co-mingle documents.
- Confirm the "ship to" recipient data - name, address, telephone.



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- Retain all shipping/tracking data.
- Securely seal all packages.
- All packages must be inserted into the drop box never left on top of the box or delivered to an authorized shipping office. Document exact drop location.

#### **Customer Complaint Escalation Process**

A complaint is a situation where a verbal or written problem is escalated due to dissatisfaction with handling of or resolution of the underlying issue which results in the customer using Complaint Trigger Language to:

- Request to go on the record as being dissatisfied with the condition or resolution of a service request, or
- Reference seeking legal or media assistance, or
- Request to escalate their problem beyond your role.

At the time of the settlement if the customer has a complaint as described above follow the escalation process indicated below. It is important to distinguish between a complaint and criticism. An example of criticism would be "The fees are too high." While we do want you to report to us any criticism expressed by the customer the notification to us does not have to be immediate.

- Immediately contact your Mortgage Connect representative who is on the assignment confirmation letter you received upon order assignment. If you are unable to reach that representative please follow the escalation list.

I have read, understand and agree to the service level responsibilities listed above.

Signature\_\_\_\_\_Date\_\_\_\_\_



## **ATTORNEY PERFORMANCE SCORECARD**

Mortgage Connect has created strong affiliations with our extensive and highly accredited network of independent closing professionals. We are pleased to welcome you to our network.

As an approved independent attorney vendor for Mortgage Connect, you will be monitored for quality assurance. Our internal vendor maintenance staff administers detailed and on-going quality control procedures and client specific training to ensure the highest quality of service levels are met.

We have developed an intricate system that tracks vendor volume, fee structure, quality and borrower feedback; these factors are utilized to create a performance rating for each of our Attorneys. These performance ratings are reviewed on a regular basis in order to rank our vendor network. Your ranking will determine your ability to remain an approved Attorney, and will impact assigned order volume.

Examples of quality control issues: the following will negatively affect your overall rating with Mortgage Connect and may be grounds for permanent removal from our approved independent network.

- Lack of professionalism
- Vendor attends closing in inappropriate attire
- Vendor is rude or impatient, cannot or does not explain any documents
- Late to closing appointment
- Confirmation of closing late/missing
- Critical docs not scanned/uploaded to Mortgage Connect
- Misplacing or losing loan documents
- Failure to ship documents in timely manner
- Notary no show
- Documents executed improperly
- Missing initials/corrections (if allowed) are not initialed by borrower
- Missing notary stamp/seal/signature
- Missing dates
- Improper notary stamp
- Incomplete Acknowledgment
- Borrower signature error
- Over-signing of docs (spouse signing when not on loan)
- Missing signature, missing aka, fka
- Funds not collected
- Printing errors
- Not collecting required documentation such as borrower identification, power of attorney, death certificates, etc.
- Deed forms not signed correctly



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The Mortgage Connect Quality Assurance department will continually monitor your work as an independent vendor, and report any errors to Vendor Maintenance team to allow for on-going counseling and score carding of our vendor base.

Conversely, any and all positive client or borrower feedback will be quantified and will enhance your overall performance rating on the vendor panel. As your closing volume increases without errors, so will your rating.

Mortgage Connect thanks you in advance for your efforts in maintaining the highest level of professionalism. We recognize the importance of your role in creating the most satisfying closing experience for our clients and their borrowers.

In closing, we look forward to working with you as a valued partner in our innovative approach to assuring the best closing experience for our lender partners to allow them to earn their customer's for life. Should you have any questions, please contact our Vendor Maintenance at:

Mortgage Connect 600 Clubhouse Drive  
Moon Township, PA 15108 (866) 789-1814  
[Vendors@mortgageconnectlp.com](mailto:Vendors@mortgageconnectlp.com)