



Thank you for your interest in becoming an Approved Broker with T.J. Financial, Inc. Please follow the steps below to proceed with your application. Should you have any questions, please contact us M-F 8:15 am- 5:00 pm at 626-599-9700 or email brokerapproval@tjfinancial.com.

Step 1: Prepare These Documents

- Current YTD P&L Sheet
- Current YTD Balance Sheet
- Resume for Broker, President/Owner AND processor
- Articles of Incorporation (if applicable)

Step 2: Fill Out Forms Below

Step 3: Submit your completed documents:

Email completed form to brokerapproval@tjfinancial.com



BROKER APPLICATION

COMPANY INFORMATION

Company Name: _____

Company NMLS #: _____ TJ Account Executive: _____

Address: _____

Phone #: _____ Fax #: _____

Date Founded: _____ Tax ID #: _____

BROKER INFORMATION

Broker Name: _____ SSN: _____

Email: _____ Loan Originator NMLS #: _____

PRESIDENT/OWNER INFORMATION

President/Owner Name: _____ SSN: _____

Email: _____ Loan Originator NMLS #: _____

LOAN PROCESSOR INFORMATION (Resume Required)

Processor Name: _____ Email: _____

PRODUCTION HISTORY

	Conforming	Non-Conforming
Current Year	\$ _____	\$ _____
Previous Year	\$ _____	\$ _____

LENDER REFERENCES

1. _____

Company	Contact	Phone#

Address		

2. _____

Company	Contact	Phone#

Address		

LENDER REFERENCES (Continued)

3. _____		
Company	Contact	Phone#

Address		

RETURN THE FOLLOWING ITEMS WITH THIS APPLICATION:

1. COPY OF CALIFORNIA REAL ESTATE BROKER (COMPANY & INDIVIDUAL) LICENSES
2. CURRENT YEAR-TO-DATE PROFIT & LOSS STATEMENT AND BALANCE SHEET
3. RESUME OF BROKER, PRESIDENT/OWNER, & PROCESSOR
4. "CONVENTIONAL BROKER AGREEMENT" SIGNED BY BROKER AND PRESIDENT/OWNER
5. COMPLETED AND SIGNED W-9 FORM
6. ARTICLES OF INCORPORATION, IF APPLICABLE
7. "FRAUD POLICY" FORM COMPLETED AND SIGNED BY BROKER AND PRESIDENT/OWNER
8. "LENDER PAID COMPENSATION ELECTION AGREEMENT"
9. POLICY AND PROCEDURE FOR QUALITY CONTROL & 2 MOST RECENT MONTHS Q.C. REPORTS
10. POLICY AND PROCEDURE FOR LOAN ORIGINATOR COMPENSATION & ANTI-STEERING

The undersigned declares that, to the best of their knowledge, the statements set forth are true. T. J. Financial, Inc. is hereby authorized to obtain verification either directly or through a credit-reporting agency from any source named within.

_____ BROKER SIGNATURE	_____ PRINT NAME	_____ DATE
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_____ PRESIDENT/OWNER SIGNATURE	_____ PRINT NAME	_____ DATE
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**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

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

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

What's New

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

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

Purpose of Form

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

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Conventional Broker Agreement

This Broker Agreement is entered into on the _____ day of _____, 20_____,
Between T. J. Financial, Inc. a California Corporation ("TJF") and

("Broker").

This Agreement is intended to set forth the entire understanding between the parties whereby TJF agrees to originate single-family loans processed and packaged by Broker and submitted to TJF for funding from time to time. Nothing contained herein shall obligate Broker to submit all loan funding requests that it brokers to TJF, it being understood that this shall be a nonexclusive agreement.

1. Broker agrees to process the loan application request in accordance with TJF processing guidelines as established and as may be modified by TJF from time to time.
2. All loans submitted to TJF will be processed entirely by Broker, and Broker shall initiate and order all necessary processing and related verification forms, including all necessary inspections, engineering reports, legal documents, mortgage and other loan verifications. Broker will collect financial information (e.g. tax returns, bank statements, pay stubs, etc.) and such other related documents that are required by TJF as part of the loan application process.
3. All Broker compensation is disclosed on the Loan Estimate of settlement services and the Closing Disclosure in accordance with applicable law. Broker may charge the borrower a fee for its services in processing the loan not to exceed 3% of the principal amount of the loan.
4. In the event of loan approval, Broker will assist TJF in coordinating the loan closing and obtaining any documents required by the closing and post closing departments of TJF.
5. Broker will maintain regular contact with the Applicant, T.J. Financial, Inc., realtors and all parties involved in the transaction between application and closing to apprise them of the status of the application and to gather any additional information as needed to assist TJF in underwriting, and if approved, funding the loan.
6. If TJF agrees to fund a loan request submitted by Broker, TJF shall be responsible for all matters pertaining to the underwriting thereof. All loans shall be closed on loan documentation and in a manner approved by TJF. The appraisal report shall only be ordered by TJF.
7. Nothing contained herein shall constitute a partnership or joint venture between TJF and Broker and the parties acknowledge that at all times they are operating as independent contractors. Broker shall at no time hold itself out to be TJF's agent or employee.
8. Broker will comply with all applicable Federal, State and Local laws as they pertain to required disclosures and timing of such disclosures including, but not limited to, disclosures required by the Dodd Frank Wall Street Reform and Consumer Protection Act, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Truth-in-Lending Act, Fair Housing Act, Fair Credit Reporting Act, Federal Consumer Credit Protection Act, National Flood Insurance Act, Gramm, Leach, Bliley Act, and any and all applicable Predatory Lending Laws.
9. TJF reserves the right to terminate this agreement at any time, and for any reason, which termination shall be effective upon the sending of written notice thereof.

10. Broker represents and warrants to TJF, as of (i) the time any loan package is submitted to TJF, and (ii) as of the time the loan is funded and closed, that:
- a. No untrue statement. None of the statements or information contained in any Loan package will contain any false or erroneous statements, or omit material facts necessary to make such statements or information accurate and understandable. BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN THIS SUBPARAGRAPH IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO TJF, WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.
 - b. Absence of Claims. Except as previously disclosed by Broker to TJF in writing, there is not pending or, to the best of broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have a materially adverse effect on the Broker's business, assets, financial condition, or reputation.
 - c. Control of Documents. No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to TJF with respect to any Loan.
 - d. Duly Licensed. Broker possesses all necessary active and valid licenses, permits, and authority to engage in the activities contemplated by this Agreement.
 - e. Ownership. Except as otherwise disclosed to TJF in writing before the funding of any Loan, Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan.
 - f. Origination. Broker takes the Mortgage Loan Application. The services were necessary for the transaction and they are not duplicative of services performed by others.
11. Broker's obligation to fully indemnify TJF under this Agreement shall not be affected by TJF's taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.
12. Broker shall indemnify and hold TJF and its shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, liability, costs, and expenses, including reasonable attorneys' fees, from any cause whatsoever, incurred by reason of or arising out of or in connection with (a) any breach of any representation or warranty contained in paragraph 10, (b) Broker's failure to perform any obligation hereunder, and (c) any claim by a Borrower resulting from TJF's failure or refusal to fund a Loan (collectively "Loss"). Without limiting the generality of the foregoing, Broker's indemnity shall extend to all repurchase demands of any third party to which TJF had sold any Loan. Broker's obligation to indemnify TJF under this Agreement shall arise upon (a) TJF's incurring a Loss, or (b) automatically upon TJF's receipt of a Loan repurchase demand from a secondary market investor, which TJF determines in its sole and absolute discretion to be enforceable, even if TJF has not incurred any Loss with respect to such Loan. TJF reserves the right to hold or deduct from pending and/or future broker checks until all losses and reimbursements of rebate/premium pricing have been recovered.
13. Attorneys' fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to

reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

14. This agreement shall be governed by the laws of California.
15. Loans paid off within 210 days of funding are considered Early Payoff (EPO). Broker is responsible to refund any rebates and/or premium pricing received from TJF by broker and borrower. If payment is not received within 30 days of the invoice date, the amount owing will be collected by deducting from any future broker checks.
16. THIS AGREEMENT SHALL BE NULL AND UNLESS COUNTERSIGNED BY TJF INDICATING APPROVAL AND ACCEPTANCE OF THE BELOW LISTED BROKER.

T. J. Financial, Inc.
201 East Live Oak Avenue
Arcadia, CA 91006

Broker Company Name

Broker Company Address

Officer / T.J. Financial, Inc.

Broker Signature

Date

Date

President/Owner Signature

Date



Fraud Policy

Our approved and licensed real estate brokers are responsible for the content and quality of each loan application and supporting documentation submitted by his/her employees. It is also the responsibility of the approved broker to explain what constitutes mortgage loan fraud and also the consequences of fraud to their employees and borrowers, including but not limited to, the types of loan fraud as outlined in this fraud policy.

EXAMPLES OF LOAN FRAUD

Among many others, the most common examples of mortgage loan fraud are:

- 1.) **Submission of inaccurate or misleading information-** on loan application and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information including identity, ownership or non-ownership of real property, etc.
- 2.) **Forgery-** Signing any documents on behalf of clients.
- 3.) **Occupancy misrepresentation-** Submitting incorrect information regarding current occupancy or the intent to maintain minimum 12 months continuing occupancy as stated in the Security Instrument (Deed of Trust).
- 4.) **Concealment of relevant information-** Brokers must obtain and disclose accurate information on the loan application. The submission of information or documentation that is known or should be suspected of being false or misleading is considered misrepresentation and/or fraud.

Examples:

- a. Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties, or
- b. Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each loan application.

CONSEQUENCES

T.J. Financial, Inc. stands behind the quality of its loan production. Fraudulent loans damage T.J. Financial, Inc.'s reputation with investors and mortgage insurance providers. This may jeopardize T.J. Financial, Inc.'s ability to sell loans to our investors in the secondary market.

For those who participate in committing loan fraud, the price is costly as well. Below are potential consequences to the parties involved.

Consequences For Broker

- 1.) Criminal prosecution
- 2.) Loss or suspension of real estate broker's license, salesperson's license and/or other applicable licenses
- 3.) Civil action against Broker by T.J. Financial, Inc.
- 4.) Civil action against Broker by the borrower and/or other parties to the loan transaction
- 5.) Loss of approval status with T.J. Financial, Inc.

Broker Initial _____
President/Owner Initial _____

- 6.) Loss of approval status with other lenders due to exchange of information between lenders, mortgage insurance companies, investors, law enforcement agencies, California DRE, and NMLS

Consequences For Borrower

- 1.) Acceleration of the borrower's debt per paragraph 8 of the FNMA/FHLMC Uniform Deed of Trust which states, "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence." NOTE: Foreclosure under this section of the Deed of Trust does not require the Borrower to be in "payment default". As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property.
- 2.) Criminal prosecution
- 3.) Civil action by T.J. Financial, Inc.
- 4.) Civil action by the other parties to the loan transaction, such as the seller and/or real estate agent/broker
- 5.) Adverse effects on credit history

T.J. Financial, Inc. performs ongoing quality control audits to meet our investor's requirements. T.J. Financial, Inc. adheres to a strict zero tolerance policy for fraud and misrepresentation. Should we discover any misrepresentation or falsified documentation within a loan file, it is our policy to report all instances of fraud or suspicious activity to state and federal law enforcement agencies.

Our signatures below indicate that we have read and understand T.J. Financial, Inc.'s Fraud Policy.

Broker Company Name: _____

Signature of Broker

Date

NMLS ID#

Signature of President/Owner

Date

NMLS ID#



ANTI-MONEY LAUNDERING (AML) PROGRAM ATTESTATION

In compliance with the Final Rule issued by the Financial Crimes Enforcement Network (FinCEN) requiring non-depository residential mortgage lenders and originators to comply with the BSA/AML Rule under 31 C.F.R. 1029.210 “Anti-Money laundering programs for loan for finance companies”, _____, who is an approved non-depository loan brokerage/originator, attests that the company has implemented a compliant Anti-Money Laundering (AML) program as of August 13, 2012, which:

- Incorporates policies, procedures and internal controls based upon the loan or finance company’s assessment of the money laundering and terrorist financing risks associated with its products and services.
- Designates a compliance officer who will be responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensures appropriate persons are educated and trained in accordance with the new rule.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program, including testing to determine compliance of the company’s agents and brokers with their obligations under the program.

T.J. Financial, Inc. may request documentation of the policies, procedures and internal controls from the broker company at any time, and by signing below, broker agrees to provide the documentation.

*****PLEASE EMAIL THIS COMPLETED FORM TO: brokerapproval@tjfinancial.com*****

Broker Company Name: _____ NMLS ID#: _____

Broker Company Address: _____

Owner Signature

Print Name

Date

Broker’s Signature

Print Name

Date



LENDER-PAID COMPENSATION ELECTION AGREEMENT

All loans with the Lender-Paid Compensation selection must follow a compensation plan election that is effective during the time period for which the loan was submitted.

Effective on the 1st day of _____, 20____, we select the following Lender-Paid Compensation plan:

- ☐ Tier A: 0.75% ☐ Tier C: 1.25% ☐ Tier E: 1.75% ☐ Other: _____
☐ Tier B: 1.00% ☐ Tier D: 1.50% ☐ Tier F: 2.00% **(≤ 2.00% & multiples of 0.125%)**

(Note: Please select your Broker Compensation tier carefully, as it must be all inclusive of broker fees, including, but not limited to: origination, processing, application, administration, etc.)

We understand that Lender-Paid Compensation may be based on a fixed percentage of the loan amount and may be subject to a maximum dollar amount that does not vary per loan.

- ☐ We hereby elect not to use a maximum.
☐ We hereby elect to use a maximum of \$_____.

The Broker may request to change their compensation tier on the 1st of every month. If T.J. Financial, Inc. does not receive any change requests by the end of each month, the prior period compensation tier will automatically renew until further change requests are received. Any subsequent changes to the compensation tier must be requested by submitting a new "Lender-Paid Compensation Election Agreement" by the end of the month. If approved, changes requested in between months would become effective on the 1st day of the next month.

The Broker acknowledges that when compensation is paid by T.J. Financial, Inc., such amount is and will be their sole source of compensation. The Broker will not charge the consumer(s) any additional fees, or accept any compensation in any form, at any time, from any party other than T.J. Financial, Inc.

By signing below, we certify that:

- The Broker Company is in compliance with the Federal Reserve Board's Loan Officer Compensation, Anti-Steering, and Safe Harbor Final Rule as published in 12 CFR Part 226 Regulation Z;
- We agree to this Lender-Paid Compensation Election Agreement and understand that payment of this compensation must be properly disclosed per all legal and regulatory requirements;
- We understand that this Lender-Paid Compensation plan selection impacts all loans submitted using Lender-Paid Compensation from all of our office locations.

*****PLEASE EMAIL THIS COMPLETED FORM TO: brokerapproval@tjfinancial.com*****

Broker Company Name: _____ NMLS ID#: _____

Broker Company Address: _____

Owner Signature

Print Name

Date

Broker's Signature

Print Name

Date

Policy and Procedure for Loan Originator Compensation & Anti-Steering

LOAN ORIGINATOR COMPENSATION

Broker and loan originator compensation will be paid either entirely by the lender providing the mortgage or the consumer, but never both.

Compensation to the mortgage loan originator will be based on ONE of the following options, as negotiated between the mortgage loan originator and the mortgage broker:

- A fixed percentage of the loan amount
- A loan originator's overall funded loan volume
- A flat fee
- An hourly wage or salary to compensate for the actual number of hours worked, not tied to a specific transaction

Compensation will not be based on any of the following parameters: interest rate; APR; existence of a prepayment penalty; loan to value; borrower's credit score; the amount of fees collected; existence of mortgage insurance; loan's profitability; or loan type, such as different compensation for first mortgages, second mortgages, FHA, VA, USDA, purchase mortgage, or refinance. Compensation will never be based on loan terms or conditions, other than a fixed percentage of the loan amount.

The negotiated compensation method between mortgage broker and mortgage loan originator may be readjusted periodically, but only upon request by the loan originator. All requests must be approved by the mortgage broker but not all requests will be approved. Approval will be based on an evaluation of the loan originator's long-term performance, percentage of loans that result in closed loans, quality, and accuracy of loans. The loan originator must have enough loans to evaluate in order to readjust compensation.

ANTI-STEERING

Loan originators will not "steer" a borrower to a transaction based on the fact that the originator will receive greater compensation from the lender in that transaction than in other transactions offered or could have been offered to the borrower, unless the transaction is in the consumer's interest.

To satisfy the Anti-Steering Rule, for each type of transaction in which a borrower expresses an interest in, three loan options from three lenders with which we regularly do business with will be presented to the borrower. These three options will represent the loan with:

- The lowest interest rate
- The lowest dollar amount for origination/discount points or fees
- The lowest interest rate with no risky features such as prepayment penalty, interest only, negative amortization, or balloon payment within the first seven years.

RECORD RETENTION

The records of the company compensation policies will be reviewed quarterly and kept as part of the company's records.

The loan level compensation paid to mortgage loan originators will be retained for a minimum of two years.