



## MORTGAGE LOAN OFFICER CHECKLIST

Please submit this checklist along with all the items below to [careers@pmccanhelp.com](mailto:careers@pmccanhelp.com) or fax to **866-598-9987**.

- PMC Checklist with **Name of Recruiter** and **IP address** listed
- PMC Employment Application Form, Signed
- PMC Personal Information Disclosure
- Copy of Driver's License or State ID (required)
- Copy of Social Security Card (required)
- PMC MLO Agreement, Signed
- PMC Compensation Schedule "A", Signed
- PMC Loan Fraud/Zero Tolerance - Schedule "B", Signed
- IPMC Code of Conduct, Signed
- Mutual Non-Disclosure Agreement, Initial
- INS I-9 Eligibility Verification Form, Signed
- IRS W9 Form, Signed
- IRS W4 Form, Signed
- PMC Direct Deposit Form and Copy of Voided Check
- IIP Address of Internet Service used for credit report access \_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_ (use **www.whatsmyip.com** to find your IP address)

**NAME OF YOUR RECRUITER:** \_\_\_\_\_

**Platinum Mortgage Company**  
Corporate Office: 915 Highland Pointe Dr. Ste. 250, Roseville, CA  
95678 Phone: 800-385-3657 | Fax: 866-598-9987

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MLO Initials \_\_\_\_\_  
REV 7/12/2013



## EMPLOYMENT APPLICATION

APPLICANT INFORMATION				
Last Name		First	M.I.	Date
Street Address			Apartment/Unit #	
City		State	ZIP	
Phone		E-mail Address		
Start Date		Social Security No.	W2 or 1099	
Position Applied for				
Are you a citizen of the United States?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Have you ever worked for this company?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If so, when?	
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	If yes, explain	

EDUCATION				
High School		Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree
College		Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree
Other		Address		
From	To	Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree

REFERENCES	
<i>Please list three professional references.</i>	
Full Name	Relationship
Company	Phone ( )
Address	
Full Name	Relationship
Company	Phone ( )
Address	
Full Name	Relationship
Company	Phone ( )
Address	

PREVIOUS EMPLOYMENT			
Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary \$
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			

MILITARY SERVICE	
Branch	From To
Rank at Discharge	Type of Discharge
If other than honorable, explain	

DISCLAIMER AND SIGNATURE	
I certify that my answers are true and complete to the best of my knowledge.	
If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.	
Signature	Date



## Personal Information Disclosure

### Personal Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code*

Home Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Social Security Number or Government ID: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_ Spouse's Work Phone: ( ) \_\_\_\_\_

### Job Information

Title: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Department: \_\_\_\_\_

Work Location: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Work Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

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

### Emergency Contact Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *ZIP Code*

Primary Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

Relationship: \_\_\_\_\_



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into between Platinum Mortgage Company, a California Corporation ("Company"), and \_\_\_\_\_ ("Mortgage Loan Originator").

### Recitals

A. Company is engaged in the business of arranging real estate financing and real estate marketing for its clients.

B. Company desires to engage Agent to act on its behalf in arranging real estate financing and/or real estate marketing for Company's borrowers.

C. Agent desires to arrange real estate financing for Company's clients pursuant to the terms and conditions set forth in this Agreement or as may be required by Company from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, Company and Agent agree as follows:

### Article 1. Term

This Agreement shall become effective on \_\_\_\_/\_\_\_\_/\_\_\_\_, or at such time as the last party to sign this Agreement has delivered a fully executed copy thereof to the other party, whichever is the last to occur (the "Effective Date"), and shall thereafter continue in effect on a month-to-month basis unless terminated earlier pursuant to the terms of section 7.1 herein

### Article 2. Duties of Agent

2.1 Compliance with Law. Agent agrees to arrange financing and/or real estate transactions on behalf of Company's Clients and to perform such related duties as are customary in the mortgage brokerage and real estate business or as may reasonably be required by Company from time to time. Agent agrees during the term of this Agreement to remain apprised of and to comply with all applicable federal, state and local laws, regulations and ordinances pertaining to real estate financing and real estate marketing, including, without limitation, those of the state(s) in which such transactions are arranged or where the real property securing the loan is located. A violation of this paragraph shall constitute a material breach of this Agreement.

2.2 License. Agent represents that he/she holds all licenses required by state and/or federal law to perform the services contemplated under this Agreement at the location set forth at paragraph 2.3 below, or that he/she is otherwise duly qualified to perform these services at said location of subject property for said service. Agent covenants to remain duly licensed and/or qualified to engage in mortgage loan origination in the state(s) in which he/she performs services under this Agreement at all times during the term of this Agreement. Agent's failure to remain licensed or duly qualified to engage in mortgage loan origination at any time during the term of this Agreement shall constitute a material breach of this Agreement.

2.3 Location. Agent shall only perform the services contemplated under this Agreement at Agent's own location.

2.4 Company Forms and Instructions. Agent agrees to utilize all forms supplied by Company which Company determines, in its sole discretion, are necessary for the provision of the services to be performed by Agent under this Agreement. Agent further agrees to provide the services described herein in accordance with any manual and/or training materials provided by Company and in accordance with any Company advertising or promotional material then in effect.

2.5 Markups. Agent acknowledges and agrees that he/she will comply with Company's policy of never adding a surcharge or mark-up to the cost of any third party settlement service when performing services under this Agreement.

2.6 Processing. As of the Effective Date of this Agreement, **Company shall direct processing of all loans. Company loan processing can be done in-house or may be contracted to a loan processing company approved by company.**

MLO Initials \_\_\_\_\_  
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Company reserves the right to **set** the amount of this processing fee at any time, without notice.

2.7 Company's Name. All loans, and all activities performed by Agent under this Agreement, shall be completed in the name of Company, unless Agent has received the express written consent of Company to close the loan in another name.

2.8 Payments. All loan fees, commissions, broker rebates, reimbursements and/or other income relative to mortgage loans arranged by Agent shall be made payable to Company.

2.9 Documents. Agent acknowledges that all documents received or prepared by Agent pertaining to the business of Company are, and shall remain, the sole property of Company.

2.10 Third Party Fees. Agent agrees to review the HUD-1 prior to the close of escrow on all loans. He/she agrees to confirm that payment of all third party fees including, without limitation, payment for any appraisal performed in connection with the loan, will be made through escrow.

2.11 Private Money Loans. Absent Company's prior written consent, Agent agrees during the term of this Agreement not to make or arrange any mortgage loan except through a lender with whom Company has an established business relationship. Agent further agrees, during the term of this Agreement, not to extend or make any mortgage loans in which Agent is acting as a lender or in which Agent funds the loan(s). Agent also agrees, during the term of this Agreement, not to arrange any mortgage loan wherein the lender is an individual.

### **Article 3. Compensation**

3.1 Commissions. Company agrees to pay Agent a commission on mortgage loans arranged by Agent on behalf of Company's borrowers, which thereafter close. Agent shall be compensated in accordance with the compensation schedule at Exhibit "A" hereto. Such commissions shall be deemed earned by Agent only as and when the applicable fees and/or charges in connection with any such loans are actually received by Company and all quality control functions have been completed and cleared.

3.2 Modification of Compensation Schedule. The compensation schedule at Exhibit "A" may be changed from time to time at the sole discretion of Company. Any such changes shall be in writing and signed by Company and Agent. Any such changes shall not affect any other terms and/or conditions of this Agreement.

3.3 Split Commissions. In the event Agent jointly participates in loan origination activity on a particular loan with another Agent of Company, Agent's share of the commission on such loan shall be divided with the participating Agent according to the agreement between them. All such agreements should be in writing. Any dispute with respect to any such arrangement shall be resolved pursuant to the terms of Article 9 herein.

3.4 Company's Anti-Churning Policies. The term "churning" generally describes a practice wherein a agent arranges a mortgage loan for a borrower, the arranger of that loan is compensated through the lender's payment of a broker rebate, and then that same agent arranges another loan for that same borrower, refinancing the first loan, all within a prohibited period of time set by the lender. In such an event, the lender may require a refund of any previously paid Company rebate or compensation. Agent acknowledges that each lender has established its own policies with respect to "churning" and agrees to remain apprised of, and to comply with, each such anti-churning policy. Failure to do so shall constitute a material breach of this Agreement or, as applicable, the termination of Agent's employment and forfeiture of any compensation due.

3.5 Pre-payment. If any loan submitted by Agent to Company shall be prepaid in full before the receipt of six (6) scheduled monthly payments as a result of a refinance or sale transaction in which Agent is involved, then Agent shall promptly refund to Company, the amount of any "service release premium" and/or "yield spread premium fee" and/or other compensation (as those terms are defined for federal disclosure purposes) previously paid to Agent by Broker with respect to such loan. The obligation of Agent set forth in this Article 3 Paragraph 3.5 shall apply regardless of whether Company is involved in the subsequent transaction. Company may elect to withhold compensation on transactions originated by Agent with lenders or investors, which require return of premiums or compensation for periods of time after closing the closing of the transaction. The period of time to with hold will be determined by the individual contract held by Company with that lender or investor.

3.6 Non-Waiver of Remedies; Right of Offset. Company is not required to demand and purchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Company. Amounts owed by Agent to Company under this Agreement may, at Companies option and in its sole

discretion, be offset by Company against any payments then or thereafter owed by Company to Agent. Any such offset shall not constitute an accord and satisfaction unless agreed to in writing by the parties. If Agent collects any funds in connection with any loan submitted to Company, Agent shall immediately forward such funds to Company and nothing contained in this Paragraph 3.6 shall limit Company's rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.

3.7 Loan Fraud. In the event that Company, in its sole discretion, determines that Agent has violated its policy against Loan Fraud, as set forth at Exhibit "B" hereto, Agent agrees that he/she will not receive any commission in connection with that loan. Agent further agrees that Company may exercise any rights it has under this Agreement or at law against Agent in the event Agent violates Company's policy against Loan Fraud, including, without limitation, the immediate termination of this Agreement and/or the immediate termination of Agent's employment with Company.

3.8 Authorization and Payment of Taxes. Contractor shall be responsible to pay, when and as due, any and all taxes incurred as a result of Loan Officer's compensation hereunder, including estimated taxes, and shall provide the Company with proof of such payments upon demand. Agent hereby authorizes Company to collect and file any and all taxes on behalf of Agent in order to satisfy proof of such payments. Any agent losses, costs, fees, liabilities, damages or injuries suffered by the Agent arising out of Agent's breach of this section shall be the sole responsibility of the Agent.

3.9 Agent acknowledges that each lender has established its own policies with respect to early payoff, early default and fraud issue time frames for forfeiture of compensation or repurchases. Agent agrees to cooperate in these policies by allowing company to with hold compensation on files where lender has guidelines which may result in the forfeiture of fees and compensation or repurchase of a loan until the expiration of any time frame requiring such forfeiture or repurchase.

#### **Article 4. Authority**

4.1 Agent acknowledges and agrees that he/she has no right or authority to bind Company to any agreement, contract or undertaking without the prior written approval of Company. Agent further acknowledges and agrees that all documents received or prepared by Agent pertaining to the business of Company are, and shall remain, the property of Company. Agent shall have no authority to: (i) pledge the credit of Company or any of its employees; (ii) release or discharge any debt owing to Company; or, (iii) sell, mortgage, transfer, hypothecate or otherwise dispose of any non-inventory assets of Company having a cumulative fair market value in excess of \$100.00.

4.2 Independent Contractor Status. Agent enters into this Agreement as, and shall continue to be, an independent contractor. Payment of commissions may from time to time and at the sole digression of the Company, be paid as W2 wages in order to comply with lender program or approval requirements. Such payment of commissions, taxes and fees will be paid entirely out of Agents portion of commission unless designate under other written agreement. Under no circumstances shall Agent look to the Company as Loan Officer's employer, partner, Contractor or principal. Agent shall not be entitled to any benefits accorded to the Company's employees including without limitation, disability insurance, vacation or sick pay. Agent shall be responsible for providing, at Agent 's expense, and in Agent 's name, disability or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Agent agrees that Agent shall not represent to any third party that Agent acts as an employee, Contractor, partner or joint venture of the Company.

#### **Article 5. Advertising and Telemarketing**

5.1 Advertising. Agent shall not publish, or caused to be published, any advertisement in any medium related to the services contemplated under this Agreement without the prior approval of Company. Agent agrees that any advertising, which is thereafter circulated or distributed by Agent, or at the direction or instigation of Agent, shall comply with all applicable federal, state and local advertising laws, and any regulations or ordinances related thereto.

5.2 Telemarketing. Agent shall not engage in any telemarketing related to the services contemplated under this Agreement without the prior approval of Company. Agent agrees that any telemarketing, which is thereafter performed by Agent, or at the direction or instigation of Agent, shall comply with all applicable federal, state and local telemarketing laws, and any regulations or ordinances related thereto.

5.3 Violation. Agent acknowledges and agrees that any violation by Agent of this Article shall constitute a material breach of this Agreement.

## **Article 6. Non-Competition**

6.1 Best Efforts. Agent shall at all times faithfully and industriously perform all services, acts and other things necessary to perform his/her obligations under this Agreement, using his/her best efforts consistent with good industry practices, the long-term best interests and reputation of Company and the policies and procedures set by the management of Company. Agent agrees that he/she shall not enter into a similar contract for services with any other company, or perform any mortgage loan brokerage services on behalf of any other mortgage broker, during the term of this Agreement, or be employed by any real estate related company without the prior written consent of an officer of Company.

6.2 Confidential Information. Agent acknowledges that Company owns proprietary Confidential Information, which constitutes a valuable, special and unique asset of Company. This Confidential Information has been compiled and developed by Company over time at considerable expense and effort, has not been divulged to third parties, and is not known to Company's competitors who could obtain economic value from such information if it were known. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of Company relating to its products, processes, services, technology, inventions, patents, contracts, forms, records, data, processes, ideas, financial information, business strategies, pricing, marketing plans, customer lists, and trade secrets of every kind and character, but shall not include (i) information that was already within the public domain at the time the information was acquired by Agent, or, (ii) information that subsequently becomes public through no act or omission of Agent. Agent agrees that all Confidential Information is and shall continue to be the exclusive property of Company, whether or not prepared in whole or in part by Agent and whether or not disclosed to or entrusted to Agent's custody. Agent's obligation to preserve the secrecy of Confidential Information shall survive the termination of this Agreement. Upon termination of this Agreement, Loan Agent agrees to return to Company all files, papers, prospect cards and materials of any kind containing or relating to Confidential Information, including all copies thereof.

6.3 Non-Solicitation of Employees. Agent agrees that for a period of two (2) years following the termination of this Agreement, he/she shall not induce or attempt to induce any employee of Company, or any independent contractor providing services to Company, to discontinue his/her employment or association with Company for the purpose of obtaining employment with or providing services to a competitor of Company, including Agent.

6.4 Non-Solicitation of Borrowers. After termination of this Agreement, Agent shall not solicit Company's customers or prospective customers if the name(s) of said customers was obtained through, or made known to Agent by, a Company supplied lead.

6.5 Prior Agreements. Agent represents and covenants that he/she is not bound by any non-competition or non-solicitation agreement in effect with a prior employer, which would preclude, limit or in any manner restrict the performance of his/her duties under this Agreement. Without limiting the foregoing, Agent expressly acknowledges and agrees that the performance of his/her duties under this Agreement will not violate the terms and conditions of any agreement with respect to the use, or misappropriation, of proprietary information or trade secrets.

6.6 Violation. A violation of this Article shall constitute a material breach of this Agreement.

## **Article 7. Termination**

7.1 Immediate Termination. This Agreement shall terminate without notice immediately upon the occurrence of any of the following events, unless the parties agree in writing that the Agreement shall continue:

- a. a material breach of this Agreement;
- b. the insolvency, bankruptcy or receivership of Agent; or,
- c. Company's determination, in its sole discretion, that Agent has engaged in loan fraud; and,
- d. If Agent is an employee, upon the termination of his/her employment with the Company.
- e. Termination Upon Notice. Either party hereto may terminate this Agreement at any time by giving the other party fifteen (15) days written notice.

7.2 Loan Files. Upon termination of this Agreement by either party for any reason, all loan files, whether pending or closed, shall remain with, or be returned to, Company.

7.3 Computers/Equipment. Immediately upon the termination of this Agreement by either party for any reason,



all computer hardware and other equipment loaned to Agent by Company shall be returned to Company.

7.4 Loans in Process. Loan transactions initiated by Agent prior to the termination of this Agreement, which have not yet closed will be assigned by Company to another of its Agents who will perform the services necessary to complete the loan transaction. Compensation paid to this Agent, if any, on such loans shall be deducted from Agent's share of the commission(s).

**Article 8. Notice**

Any notice given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

Platinum Mortgage Company  
Attn: Anna Darrett  
915 Highland Pointe, #250  
Roseville, CA 95678

MLO ("Agent"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices delivered personally shall be deemed communicated as of the actual date of receipt; mailed notices shall be deemed communicated as of three (3) business days after deposit in the United States mail.

**Article 9. Arbitration**

Every dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this arbitration provision, shall be resolved by binding arbitration. Arbitration shall be conducted in the City and County of San Diego, California, or at any other location which is mutually acceptable to the parties or as may be required state law, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The provisions of this Article may be enforced by any court having jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

**Article 10 . Miscellaneous Provisions**

10.1 Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between Company and Agent with respect to Agent's performance of services as a agent of Company, and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any parties which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

10.2 Assignment. This Agreement may not be assigned by Agent, but shall inure to the benefit of and be binding upon the successors and assigns of Company.

10.3 Receipt of Agreement. Each of the parties acknowledges that he, she or it has read this Agreement in its entirety and hereby acknowledges receipt of a fully-executed copy thereof.

10.4 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California.

10.5 Captions and Section Headings. Captions and section headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

10.6 Amendments and Waiver. This Agreement may be amended from time to time only by a writing signed by Company. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other provision, nor shall any waiver constitute a continuing waiver or commit a party to providing a waiver in the future.

10.7 Survival. The covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement, unless the context clearly provides otherwise.

10.8 Severability. If a court or arbitrator of competent jurisdiction finds any provision in this Agreement to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be enforceable by their terms and of full force and effect.

10.9 General Interpretation. This Agreement is the product of negotiation and preparation by Company and Agent. Each acknowledges and agrees that this Agreement shall not be deemed to have been prepared or drafted by one party or another, and shall be construed accordingly.

10.10 Third Party Beneficiary. This Agreement has been made by, and is made solely for the benefit of Company, its successors and assigns, and Agent. Nothing in this Agreement is intended to confer any rights or remedies under or because of this Agreement on any persons or entities other than the parties to it and Company's successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement.

10.11 Signatures. The undersigned persons represent that they are authorized and have the legal capacity to enter into this Agreement.

**MLO ("Agent")**

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

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

Name (Print): \_\_\_\_\_

**Platinum Mortgage Company ("Company") (Officer Use Only)**

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

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

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

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



## COMPENSATION SCHEDULE FOR VIRTUAL MORTGAGE LOAN ORIGINATORS

### Schedule "A"

Lender paid compensation is set at 1.75-3% + \$500 (towards processing) maximum to the broker (varies by each lender and is reset every quarter). Compensation for Virtual Mortgage Loan Officer for all new submission or pre-qualifications done after January 1, 2012 is set at:

- 70% for the first funded loan
- 80% for the second funded loan
- 90% will be paid out on all loans that follow
- 50% for PMC generated leads

\* \* \* Compensation Agreement is subject to change at company's discretion \* \* \*

These fees are deducted from the total check before the commission percentage is calculated:

- \$595 Broker Fee
- \$695 Processing Fee
- \$95 Risk management Fee
- \$12 Incoming Wire Fee (if applicable)
- \$25-30 Escrow Wire Fees (if applicable)
- \$9.25-16.25 per DU & DU re-issue fees not charged to borrowers (if applicable)

The Virtual Mortgage Loan Originators is also responsible for the following expenses (deducted from gross commissions): employee payroll & withholding taxes, less employer expenses including: federal & state payroll taxes, payroll service fees, workers compensation fees, compliance and quality control expenses.

All Virtual Mortgage Loan Originators are required to close a minimum of 3 transactions in a 90 day rolling period. For example:

January = 0 closings  
February = 1 closing  
March = 2 closings

- or -

January = 0 closings  
February = 0 closing  
March = 3 closings



Pay period for Virtual Mortgage Loan Originators will be every Friday. The broker funds need to be received by Tuesday in PMC's office in order to be included in that week's payroll.

**Mortgage Loan Originator (MLO # \_\_\_\_\_)**

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

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

Name (Print): \_\_\_\_\_

**Platinum Mortgage Company**

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

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

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

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



**LOAN FRAUD/ZERO TOLERANCE POLICY  
SCHEDULE "B"**

**Types of Loan Fraud**

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partial or predominately accurate information.
3. Incorrect statements regarding the occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence including failure to obtain all information required by the application and failure to request further information as dictated by the borrower's response to questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
  - a. Simultaneous or consecutive processing of multiple owner occupied loans from one applicant supplying different information on each application.
  - b. Allowing one applicant or interested party to "assist with the processing of the loan."
6. Non-Disclosure of relevant information.

**Impact of Loan Fraud**

The effects of loan fraud are costly to all parties involved. Platinum Mortgage Company stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Platinum Mortgage Company. Fraudulent loans damage our reputation with our investors, mortgage providers and the industry as a whole. The price paid by those that participate in loan fraud is even more costly. The following is a list of a few of the potential consequences that may be incurred:

1. Criminal prosecution.
2. Loss of License.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (i.e.; Freddie Mac/Fannie Mae), police agencies, and the state licensing agencies.
4. Negative reporting to MARI.
5. Civil action by those that were victimized (applicant, borrower, lender, etc.). Platinum Mortgage Company reserves the right to take any lawful action against Agent upon finding fraud in any loan submitted to Platinum Mortgage Company or arranged on its behalf.

I have read and understand Platinum Mortgage Company's "Zero Tolerance Policy" regarding loan fraud and understand that here may be action taken against me should fraud be found in any of the loan files I submit to Platinum Mortgage Corporation or which I arrange on its behalf.

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

Name of Agent \_\_\_\_\_



## CODE OF CONDUCT

Platinum Mortgage employees will:

1. Conduct business with honesty and integrity;
2. Act so that the company is received and viewed in a positive manner;
3. Respond to customers and fellow staff with courteous, business-like behavior;
4. Treat other employees without malice, gossip, hearsay, or other negative communications;
5. Avoid any activity that can be construed as harassment whether sexual, physical, emotional, racial, or any other type of demeaning activity;
6. Follow the problem resolution procedures outlined in the Policies and Procedures Manual in the event of a conflict;
7. Not participate in theft, fraud, breaking of confidentiality (with regard to clients or company personnel), or any other damaging event that would put the company, employees, or clients at risk;
8. Conform to dress codes that are intended to enhance the company's image in the public eye;
9. Respect company facilities and functions as a drug-free environment) including all categories of illegal or controlled substances that would be adverse for an individual or the company); and
10. Support the work and visions of the company while employed by Platinum Mortgage Company.

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

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



## MUTUAL NONDISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement"), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Platinum Mortgage Company with its corporate offices at 915 Highland Pointe, Ste. 250, Roseville, CA 95678, and \_\_\_\_\_.

### WITNESSED:

WHEREAS, the parties hereto wish to explore the possibility of entering into certain business transactions. In the course of negotiation, the parties will provide confidential information relating to their business, including, without limitation, technical information, financial information, competitive information, customer information, contractual information, know-how, business methods and processes; and WHEREAS, the parties have agreed to receive such information on a confidential basis and shall disclose it only as provided for in this Agreement. NOW, THEREFORE, in exchange for mutual covenants contained herein and in order to protect the Confidential Information, both during the term of the relationship and after the expiration or termination thereof, the parties hereby agree as follows:

1. The term "Confidential Information" shall mean all information disclosed to one party to this Agreement (the "Receiving Party") by the other party to this Agreement (the "Disclosing Party") in written, graphic, recorded, photographic, or any machine-readable form (including information disclosed orally and subsequently reduced to writing) about such Disclosing Party (including its subsidiaries and corporate affiliates) and its business, including without limitation business plans, the terms of any pending transactions or acquisitions, financial statements or projections, trades secrets, customer information, intellectual property rights, products, research and development, operations, marketing, sales, pricing and trade know-how, whether or not such information is marked or labeled "Confidential" or "Proprietary."

2. The Receiving Party will use Confidential Information for internal purposes only, and only to the extent necessary: i) for negotiation, discussions and consultations with the Disclosing Party; ii) to consummate the transactions contemplated by such negotiations, discussions and consultations; and iii) for any other purpose the Disclosing Party may hereafter authorize in writing. The receiving Party will provide such Confidential Information only to those of its employees or agents who have a need to know the same.

3. The Receiving Party will not disclose Confidential Information to any third party, to any parent or subsidiary or affiliated companies, or to any of its divisions or operating units other than those working directly with the Disclosing Party on the business transactions contemplated herein. The Receiving Party shall use the same degree of care to protect and safeguard the confidentiality of Confidential Information as it uses to protect and safeguard the confidentiality of its own proprietary information. The Receiving Party represents and covenants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information.

4. Each party agrees that the term "Confidential Information" does not include information which: (a) has been or becomes published or is now or is in the future in the public domain through no action of the Receiving Party; (b) prior to disclosure hereunder, is within the legitimate possession of the Receiving Party, as evidenced by competent written proof; (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party having rights therein without restriction of the third party's rights to disseminate the information and without notice of any restriction against its further disclosure; (d) is independently developed or acquired by the Receiving Party without reference to the Confidential Information; (e) is disclosed with the prior written approval of the Disclosing Party; (f) is obligated to be produced under order of a court of competent jurisdiction or a



valid administrative or congressional subpoena; or (g) is disclosed by the Receiving Party after three years from the date of receipt, provided that in any action to enforce or remedy a breach of this Agreement, the Receiving Party shall have the burden of establishing the applicability of the subsection on which it relies.

5. All copies of Confidential Information received by the Receiving Party shall be returned to the Disclosing Party immediately upon such party's request or, upon such party's request, destroyed.

6. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise for any invention, discovery, or improvement made, conceived, or acquired prior to or subsequent to the date of this Agreement.

7. The Receiving Party shall inform all of its agents and employees to whom Confidential Information is revealed of the existence of this Agreement and of the limitations placed on the use and disclosure of Confidential Information and shall be responsible for any breach of this Agreements by any of such employees or agents.

8. In the event of a breach or threatened breach of the terms of this Confidentiality Agreement, each party shall be entitled to an injunction prohibiting revelation of the Confidential Information and any and all other appropriate equitable remedies. Any such relief shall be in addition to and not in lieu of appropriate relief in money damages. Each party acknowledges that Confidential Information is valuable and unique and that disclosure in violation of this Confidentiality Agreement will result in irreparable injury to the other party.

9. Either party may terminate the working relationship contemplated by this Confidentiality Agreement by written notice to the other party. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination.

10. This Confidentiality Agreement supersedes any prior such agreement, may not be amended or modified except in a writing signed by both parties, and shall be governed by and construed in accordance with the laws of the state of California without regard to California's choice of law provisions. If any provision of this Confidentiality Agreement is found to be unenforceable, the remaining provisions shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit enforcement in a manner most closely approximating the intention of the parties as expressed herein.

Platinum Mortgage Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MLO/("Agent")  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_



## Instructions

Read all instructions carefully before completing this form.

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

### What Is the Purpose of This Form?

The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

### When Should Form I-9 Be Used?

All employees (citizens and noncitizens) hired after November 6, 1986, and working in the United States must complete Form I-9.

### Filling Out Form I-9

#### Section 1, Employee

This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (E-Verify). **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

**Noncitizen nationals of the United States** are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

**Employers should note** the work authorization expiration date (if any) shown in **Section 1**. For employees who indicate an employment authorization expiration date in **Section 1**, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present

in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

#### Preparer/Translator Certification

The Preparer/Translator Certification must be completed if **Section 1** is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete **Section 1** on his or her own. However, the employee must still sign **Section 1** personally.

#### Section 2, Employer

For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete **Section 2** by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, **Section 2** must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document **OR** a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

#### Employers must record in Section 2:

1. Document title;
2. Issuing authority;
3. Document number;
4. Expiration date, if any; and
5. The date employment begins.

Employers must sign and date the certification in **Section 2**. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. **Employers are still responsible for completing and retaining Form I-9.**

**For more detailed information, you may refer to the *USCIS Handbook for Employers (Form M-274)*. You may obtain the handbook using the contact information found under the header "USCIS Forms and Information."**

### **Section 3, Updating and Reverification**

Employers must complete **Section 3** when updating and/or reverifying Form I-9. Employers must reverify employment authorization of their employees on or before the work authorization expiration date recorded in **Section 1** (if any). Employers **CANNOT** specify which document(s) they will accept from an employee.

- A.** If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- B.** If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C.** If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired **or** if a current employee's work authorization is about to expire (reverification), complete Block B; and:
  - 1.** Examine any document that reflects the employee is authorized to work in the United States (see List A **or** C);
  - 2.** Record the document title, document number, and expiration date (if any) in Block C; and
  - 3.** Complete the signature block.

Note that for reverification purposes, employers have the option of completing a new Form I-9 instead of completing **Section 3**.

### **What Is the Filing Fee?**

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

### **USCIS Forms and Information**

To order USCIS forms, you can download them from our website at [www.uscis.gov/forms](http://www.uscis.gov/forms) or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at [www.uscis.gov](http://www.uscis.gov) or by calling 1-888-464-4218.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify) or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at [www.uscis.gov](http://www.uscis.gov).

### **Photocopying and Retaining Form I-9**

A blank Form I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed Form I-9s for three years after the date of hire or one year after the date employment ends, whichever is later.

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

### **Privacy Act Notice**

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

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## Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 12 minutes per response, including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., 3rd Floor, Suite 3008, Washington, DC 20529-2210. OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.**

**Section 1. Employee Information and Verification** *(To be completed and signed by employee at the time employment begins.)*

Print Name: Last	First	Middle Initial	Maiden Name
Address <i>(Street Name and Number)</i>		Apt. #	Date of Birth <i>(month/day/year)</i>
City	State	Zip Code	Social Security #

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) \_\_\_\_\_
- An alien authorized to work (Alien # or Admission #) \_\_\_\_\_ until (expiration date, if applicable - month/day/year)

Employee's Signature	Date <i>(month/day/year)</i>
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**Preparer and/or Translator Certification** *(To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.*

Preparer's/Translator's Signature	Print Name
Address <i>(Street Name and Number, City, State, Zip Code)</i>	
Date <i>(month/day/year)</i>	

**Section 2. Employer Review and Verification** *(To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)*

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date <i>(if any)</i> : _____		_____		_____
Document #: _____		_____		_____
Expiration Date <i>(if any)</i> : _____		_____		_____

**CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)**

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address <i>(Street Name and Number, City, State, Zip Code)</i>		Date <i>(month/day/year)</i>

**Section 3. Updating and Reverification** *(To be completed and signed by employer.)*

A. New Name <i>(if applicable)</i>	B. Date of Rehire <i>(month/day/year)</i> <i>(if applicable)</i>
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____	Document #: _____	Expiration Date <i>(if any)</i> : _____
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**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

Signature of Employer or Authorized Representative	Date <i>(month/day/year)</i>
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## LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

### LIST A

**Documents that Establish Both  
Identity and Employment  
Authorization**

### LIST B

**Documents that Establish  
Identity**

### LIST C

**Documents that Establish  
Employment Authorization**

	OR	AND
1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	4. Voter's registration card	
	5. U.S. Military card or draft record	
	6. Military dependent's ID card	5. Native American tribal document
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	6. U.S. Citizen ID Card (Form I-197)
	9. Driver's license issued by a Canadian government authority	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	<b>For persons under age 18 who are unable to present a document listed above:</b>	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

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

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **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**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<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, and payments for services paid by a federal executive agency.

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. 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>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

\*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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. 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.

# Form W-4 (2013)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2013 expires February 17, 2014. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$350 of unearned income (for example, interest and dividends).

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity

income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2013. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	<u>      </u>
<b>B</b>	Enter "1" if: <span style="font-size: 2em; vertical-align: middle;">{</span> <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul>	<b>B</b>	<u>      </u>
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<u>      </u>
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<u>      </u>
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<u>      </u>
<b>F</b>	Enter "1" if you have at least \$1,900 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . . ( <b>Note.</b> Do <b>not</b> include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	<b>F</b>	<u>      </u>
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then <b>less</b> "1" if you have three to six eligible children or <b>less</b> "2" if you have seven or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child . . . . .	<b>G</b>	<u>      </u>
<b>H</b>	Add lines A through G and enter total here. ( <b>Note.</b> This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b>	<u>      </u>
	For accuracy, <b>complete all worksheets that apply.</b> <span style="font-size: 2em; vertical-align: middle;">{</span> <ul style="list-style-type: none"> <li>• If you plan to <b>itemize</b> or <b>claim adjustments to income</b> and want to reduce your withholding, see the <b>Deductions and Adjustments Worksheet</b> on page 2.</li> <li>• If you are <b>single and have more than one job</b> or are <b>married and you and your spouse both work</b> and the combined earnings from all jobs exceed \$40,000 (\$10,000 if married), see the <b>Two-Earners/Multiple Jobs Worksheet</b> on page 2 to avoid having too little tax withheld.</li> <li>• If <b>neither</b> of the above situations applies, <b>stop here</b> and enter the number from line H on line 5 of Form W-4 below.</li> </ul>		

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b></p>	OMB No. 1545-0074  <div style="font-size: 2em; font-weight: bold; text-align: center;">2013</div>
1 Your first name and middle initial	Last name	2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note.</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u>      </u>
6 Additional amount, if any, you want withheld from each paycheck . . . . .		6 \$ <u>      </u>
7 I claim exemption from withholding for 2013, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . . ▶		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)
		10 Employer identification number (EIN)

### Deductions and Adjustments Worksheet

**Note.** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

<b>1</b>	Enter an estimate of your 2013 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1949) of your income, and miscellaneous deductions. For 2013, you may have to reduce your itemized deductions if your income is over \$300,000 and you are married filing jointly or are a qualifying widow(er); \$275,000 if you are head of household; \$250,000 if you are single and not head of household or a qualifying widow(er); or \$150,000 if you are married filing separately. See Pub. 505 for details . . . . .	<b>1</b>	\$ _____
<b>2</b>	Enter: $\left\{ \begin{array}{l} \$12,200 \text{ if married filing jointly or qualifying widow(er)} \\ \$8,950 \text{ if head of household} \\ \$6,100 \text{ if single or married filing separately} \end{array} \right\}$ . . . . .	<b>2</b>	\$ _____
<b>3</b>	<b>Subtract</b> line 2 from line 1. If zero or less, enter “-0-” . . . . .	<b>3</b>	\$ _____
<b>4</b>	Enter an estimate of your 2013 adjustments to income and any additional standard deduction (see Pub. 505)	<b>4</b>	\$ _____
<b>5</b>	<b>Add</b> lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2013 Form W-4</i> worksheet in Pub. 505.) . . . . .	<b>5</b>	\$ _____
<b>6</b>	Enter an estimate of your 2013 nonwage income (such as dividends or interest) . . . . .	<b>6</b>	\$ _____
<b>7</b>	<b>Subtract</b> line 6 from line 5. If zero or less, enter “-0-” . . . . .	<b>7</b>	\$ _____
<b>8</b>	<b>Divide</b> the amount on line 7 by \$3,900 and enter the result here. Drop any fraction . . . . .	<b>8</b>	_____
<b>9</b>	Enter the number from the <b>Personal Allowances Worksheet</b> , line H, page 1 . . . . .	<b>9</b>	_____
<b>10</b>	<b>Add</b> lines 8 and 9 and enter the total here. If you plan to use the <b>Two-Earners/Multiple Jobs Worksheet</b> , also enter this total on line 1 below. Otherwise, <b>stop here</b> and enter this total on Form W-4, line 5, page 1 . . . . .	<b>10</b>	_____

### Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

<b>1</b>	Enter the number from line H, page 1 (or from line 10 above if you used the <b>Deductions and Adjustments Worksheet</b> )	<b>1</b>	_____
<b>2</b>	Find the number in <b>Table 1</b> below that applies to the <b>LOWEST</b> paying job and enter it here. <b>However</b> , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than “3” . . . . .	<b>2</b>	_____
<b>3</b>	If line 1 is <b>more than or equal to</b> line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. <b>Do not</b> use the rest of this worksheet . . . . .	<b>3</b>	_____
<b>Note.</b> If line 1 is <b>less than</b> line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.			
<b>4</b>	Enter the number from line 2 of this worksheet . . . . .	<b>4</b>	_____
<b>5</b>	Enter the number from line 1 of this worksheet . . . . .	<b>5</b>	_____
<b>6</b>	<b>Subtract</b> line 5 from line 4 . . . . .	<b>6</b>	_____
<b>7</b>	Find the amount in <b>Table 2</b> below that applies to the <b>HIGHEST</b> paying job and enter it here . . . . .	<b>7</b>	\$ _____
<b>8</b>	<b>Multiply</b> line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . .	<b>8</b>	\$ _____
<b>9</b>	Divide line 8 by the number of pay periods remaining in 2013. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2013. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . .	<b>9</b>	\$ _____

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$8,000	0	\$0 - \$72,000	\$590	\$0 - \$37,000	\$590
5,001 - 13,000	1	8,001 - 16,000	1	72,001 - 130,000	980	37,001 - 80,000	980
13,001 - 24,000	2	16,001 - 25,000	2	130,001 - 200,000	1,090	80,001 - 175,000	1,090
24,001 - 26,000	3	25,001 - 30,000	3	200,001 - 345,000	1,290	175,001 - 385,000	1,290
26,001 - 30,000	4	30,001 - 40,000	4	345,001 - 385,000	1,370	385,001 and over	1,540
30,001 - 42,000	5	40,001 - 50,000	5	385,001 and over	1,540		
42,001 - 48,000	6	50,001 - 70,000	6				
48,001 - 55,000	7	70,001 - 80,000	7				
55,001 - 65,000	8	80,001 - 95,000	8				
65,001 - 75,000	9	95,001 - 120,000	9				
75,001 - 85,000	10	120,001 and over	10				
85,001 - 97,000	11						
97,001 - 110,000	12						
110,001 - 120,000	13						
120,001 - 135,000	14						
135,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



2030 E. 4<sup>th</sup> Street, Suite 107  
 Santa Ana, CA 92705  
 (800)711-9693 toll free  
 (714)834-0220 phone  
 (714)834-0550 fax

## Direct Deposit Employee Authorization

Company Name: Platinum Mortgage Company	
Employee Name:	Employee Number:

I authorize you and the financial institution(s) listed below to deposit my pay automatically to the indicated account(s) and to make adjusting entries as may be required.

Bank/Credit Union	State	Type: Circle One	Amount Percentage Circle One	Account Number
		Ckg Sav		
		Ckg Sav		
		Ckg Sav		

**Please Check One:**

<input type="checkbox"/>	New or Additional Direct Deposit		
<input type="checkbox"/>	Change the Bank or Account Number on an Existing Direct Deposit	Account Number to be replaced:	
<input type="checkbox"/>	Change the Amount of an Existing Direct Deposit	Amount was:	Amount changed to:
<input type="checkbox"/>	Other, Please Explain:		

**PLEASE ATTACH A VOIDED CHECK FOR EACH DIRECT DEPOSIT REQUEST- DEPOSIT SLIP IS NOT ACCEPTABLE**

It is my responsibility to verify deposits on a per pay period basis before writing checks against these funds. This Authorization can take up to three pay periods to activate. I understand that neither my employer nor Payroll Ready is responsible for bank errors or fees. I may cancel this Direct Deposit(s) at any time.

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

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