



# BROKER APPROVAL CRITERIA & APPLICATION CHECKLIST

## OVERVIEW

Thank you for your interest in becoming a broker with Vista Point Mortgage, LLC dba Brokers Advantage Mortgage (“Brokers Advantage”). Brokers Advantage desires to only work with the strongest and most reputable Brokers.

## APPROVAL CRITERIA

Broker must meet the following criteria.

- ❖ Be properly licensed to originate and broker loans meeting Brokers Advantage’s product and underwriting requirements.
- ❖ Have been in business for at least three years OR principals should have a minimum of five years’ experience in mortgage lending.
- ❖ Have a good reputation in the industry with proven references, and a high level of professionalism and strong ethical standards.
- ❖ Have a “good standing” rating with all governmental licensing and revenue collection agencies.

## APPLICATION CHECKLIST

Our Client Administration department is responsible for reviewing and approving your application. Documentation needed to support your approval may vary, but the items listed below are required from applicants. Please use this checklist to ensure your application is complete and to expedite processing. Approval of your application is required prior to loan applications being accepted for registration. Please return the completed application package to your Account Executive for submission. We will generally provide a response to your complete application within five (5) business days of receipt from your Account Executive.

- Broker Application**
- Broker Agreement**
- Broker Compensation Addendum**
- Compliance Attestation form**
- Encompass TPO Connect form**
- W-9 form**
- Provide the following additional documents if you are an unlicensed Business Purpose Only shop:**
  - **Entity Formation Documents**
  - **Year-to-date unaudited financial statements (\$50k net worth min required)**
  - **Fidelity Bond and E&O Insurance (if you have these policies)**

If you have any questions about documentation or the processing of your application, please contact your Account Executive or Broker Approval at [brokerapproval@brokersadvantagemtg.com](mailto:brokerapproval@brokersadvantagemtg.com).

Vista Point Mortgage, LLC dba Brokers Advantage Mortgage (“Brokers Advantage”) is committed to treating all customers fairly and equally. We strive to ensure Brokers Advantage does not discriminate in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Familial Status,
- Military Status,
- Sexual Orientation,
- Age, provided the applicant has the capacity and meets the underwriting requirements for age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (this includes the Truth in Lending Act), or
- Any other basis prohibited by law

Brokers Advantage’s management and employees are committed to the practices of fair lending. It is Brokers Advantage’s policy to make credit products available to all applicants who meet our business focus in a fair and consistent manner within the confines of safe and sound business practices.

The following is Brokers Advantage’s Fair Lending Policy statement:

- Brokers Advantage is fully committed to the principle that all credit decisions should be made without regard to the items listed above and will fulfill this commitment while maintaining prudent credit discipline and sound business practices.
- Brokers Advantage recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation, including product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.
- Everyone at Brokers Advantage involved in the credit process must strictly comply with fair lending requirements.
- Brokers Advantage monitors the operation and achievements on a regular basis to ensure procedures are followed and Brokers Advantage’s objectives are met. Brokers Advantage will continue to make changes in our operations as we identify ways to meet our commitment to fair lending more effectively.
- Brokers Advantage requires loan terms, rates, and fees to be consistent with applicant qualification, the applicant has the ability to repay the obligation and the applicant receives a tangible benefit from the loan transaction.



# BROKER APPLICATION

Brokers Advantage Rep: \_\_\_\_\_

## COMPANY INFORMATION

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

Address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company NMLS ID: \_\_\_\_\_ Company Phone: \_\_\_\_\_ Company Website: \_\_\_\_\_

Business Entity:  Individual  Corporation  Bank Charter  Partnership  Sole Proprietorship  LLC

If a corporation or limited liability company, is the applicant a subsidiary of or controlled by another entity.  Yes  No

If yes, indicate name of other entity: \_\_\_\_\_ (include an organization chart, if necessary)

State of Incorporation or Organization: \_\_\_\_\_ Date Formed: \_\_\_\_\_ Business Tax ID: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Contact e-mail: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

## OWNERSHIP / MANAGEMENT

NAME	NMLS ID	TITLE	% OWNER	EMAIL	SSN (Required)

## BROKER OF RECORD

NAME	NMLS ID	TITLE	EMAIL	SSN (Required)

## COMPANY PRODUCTION

PRODUCTION TYPE	LOAN VOLUME PREVIOUS YR (\$)	# OF LOANS PREVIOUS YR	LOAN VOLUME YTD (\$)	# OF LOANS YTD
FHA				
VA				
CONVENTIONAL				
NON-QM				
2ND TRUST DEEDS				
<b>TOTAL</b>				

## LENDER REFERENCES

List the five largest volume lenders to whom you broker loans:

COMPANY	LOAN TYPE(S)	CONTACT NAME	EMAIL	PHONE NUMBER

## DISCLOSURES

- 1) Within the last three (3) years, has the Applicant, its owners, its broker(s) of record or any of its employees (I) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority, (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority’s statutes or regulations, (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or had a registration or license revoked by a federal or state mortgage banking/broker regulatory authority?  
 YES     NO
  
- 2) Has your company ever had unfavorable findings with regard to brokerage or mortgage operations or servicing activities included in any audit, examination or report by any regulatory, supervisory or investigating agency?  
 YES     NO
  
- 3) Has any owner, partner, officer, director, employee, or loan officer been affiliated with any company/business that was suspended by FHA, VA, Fannie Mae, or Freddie Mac and/or subject to any voluntary or involuntary bankruptcy proceedings?  
 YES     NO
  
- 4) Has the Applicant ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?  
 YES     NO
  
- 5) Has any owner, partner, officer, director, employee, or loan officer of your company ever been found guilty of a felonious criminal offense?  
 YES     NO
  
- 6) Is there any pending litigation involving the company or any of its owners, partners, shareholders, directors, officers, employees, or loan officers?  
 YES     NO

**If you answered "YES" to any of questions 1-6, please explain (attach additional sheets if necessary):**

---

- 7) Does Applicant have a due diligence process in place to ensure compliance with “high-cost” and “predatory lending” statutes for all applicable federal, state and, if necessary, local laws?  
 YES     NO

**If you answered "YES" to question 7, please select any of the following that apply (at least one):**

- Have a QC Plan or Fraud Prevention Policy.     Use a 3<sup>rd</sup> Party review or Compliance Software System     Other (explain below):
- 

**If you answered "NO" to question 7, please select any of the following that apply (at least one):**

- Do not participate in high-cost loans or sub-prime loans.     Compliant to all SAFE act requirements     Other (explain below):
- 

- 8) Has the company adopted a policy for verifying potential employees against the following industry exclusionary lists: GSA Excluded Parties List, HUD Limited Denial Participation (LDP) List, Federal Housing Finance Agency (FHFA) Suspended Counterparty List (SCP) and state specific debarment lists (e.g., CA, GA):  
 YES     NO

**If you answered “NO” to question 8, please provide explanation for lack of process and/or steps taken to remediate:**

---

## **AUTHORIZATION**

I hereby authorize Brokers Advantage to conduct a background check regarding any of the information provided on this application. In connection with this authorization, I hereby certify that I have obtained all required consents and approvals of all individuals listed on this application to authorize Brokers Advantage and its affiliates to conduct such background checks on such individuals. Applicant acknowledges that such reports and information will be obtained and used only in connection with Brokers Advantage's approval of Applicant and evaluation of Applicant's eligibility to do business with Brokers Advantage and not for any other purpose. Applicant certifies to its best belief and knowledge that the information provided herein is true and correct. Brokers Advantage and its affiliates agree that any financial information provided by the Applicant will be treated as confidential and will not be released to any third party.

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

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

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

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

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Vista Point Mortgage, LLC dba Brokers Advantage Mortgage (“Brokers Advantage”), and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “Broker”).

WHEREAS, the parties wish to establish a non-exclusive relationship between and for the benefit of Lender and Broker, Broker will submit to Lender, from time to time, selected and completed mortgage loan applications and supporting documents for review, underwriting and potential approval by Lender.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter contained, the parties agree as follows:

### **1. Commitment to Responsible Lending:**

Broker hereby affirms that it shares Lender's commitment to abide by fair lending principle and its primary obligation is to act in the best interest of any loan applicant and, therefore, agrees to always:

- A. Carefully analyze each applicant’s financial situation. Broker will only submit loans to Lender on behalf of an applicant whose financial situation demonstrates an ability and willingness to repay the loan.
- B. Ensure each applicant obtains an identifiable benefit from the terms of the loan.
- C. Refrain from knowingly or intentionally steering or directing an applicant into a loan product that is not based upon the best credit grade that the applicant would qualify for under applicable underwriting guidelines. In accordance with this standard, Broker will not knowingly submit an application for a non-prime loan for an applicant who is eligible for and whose needs are met by a prime loan.
- D. Operate in full compliance with all applicable federal and state lending, non-discrimination, and brokering laws and regulations.
- E. Ensure that each and every loan submission contains no false or misleading material information, including, but not limited to:
  - i. The true source of the down payment is disclosed to Lender.
  - ii. The appraisal is free from undue influence by Broker or Broker’s agents.
  - iii. The applicant’s true credit characteristics are accurately calculated and disclosed.

Broker acknowledges and shares Lender's commitment to preventing mortgage fraud. Broker understands that Lender views fraud as both a criminal and predatory practice and that Lender may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity.

### **2. General Broker Responsibility:**

Broker shall perform all of the following duties and functions at Broker’s sole expense and Broker agrees to truthfully provide and perform these conditions in addition to the other promises, representations and covenants contained herein:

- A. Submit to Lender completed mortgage loan application packages (“Packages”) from applicants using such forms and under such programs, procedures and fee schedules as Lender periodically may establish.
- B. For any loan application that utilizes an automated underwriting system offered to Broker for the purpose of issuing credit approval, Broker has properly and accurately input all income, debt, and other information as stated on the loan application and as required by applicable underwriting guidelines (“Guidelines”).

- C. Furnish Lender the applicant's credit, financial and other information as Lender may require.
- D. Provide such additional information as Lender may reasonably request to assist Lender in marketing the mortgage loans to the secondary market. Broker understands that such a request may occur after the closing of the mortgage loan by Lender.
- E. Perform such other customary and reasonable services as Lender may require to close a mortgage loan.
- F. Comply with all applicable local, state, and federal laws and regulatory requirements.

### **3. Submission and Processing of Loan Application Packages:**

Broker will take information from prospective mortgage loan borrowers and submit to Lender a completed, original, loan application package together with such related materials as may be designated by Lender. All such applications and related materials shall be in the form and content as specified by Lender. In the event any form is incomplete or Lender requires additional information to evaluate the loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation.

In connection with the submission of any loan application to Lender, Broker may perform the following services, as applicable, but without limitation: (i) initiate/order verification of employment (VOEs) and verifications of deposits (VODs), plus any additional documents required to establish income, employment, and cash available for closing; (ii) initiate/order credit reports and requests for mortgage and other loan verifications; (iii) initiate/order inspections or engineering reports; (iv) provide disclosures (truth-in-lending, good faith estimates, etc.) to the applicants as required by applicable law or as required by Lender; and (v) participate in the loan closing, if requested by Lender. In addition, Broker will perform at least one of the following services for each loan funded hereunder: (a) analyze the applicants' income and debt and pre-qualify the applicants to determine the maximum mortgage loan that the applicants can afford; (b) educate the applicants in the home financing process and advise the applicants about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product; (c) collect financial information (tax returns, bank statements) and other related documents that are part of the application process; (d) assist the applicants in understanding and clearing credit problems; and (e) maintain regular contact with the applicants between application and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and to gather any additional credit, financial and other information as needed. Broker shall review the accuracy and completeness of all information provided by loan applicants and shall at all times maintain the integrity of Broker's loan application and processing operations.

### **4. Broker Compensation:**

Subject to the full satisfaction of the conditions specified in this Agreement, for lender paid transactions, Lender shall compensate Broker on a loan-by-loan basis for each mortgage loan Lender funds pursuant to this Agreement. For purposes of the prior sentence, when the proceeds of the mortgage loan have been disbursed to or for the benefit of the borrowers, that mortgage loan has been "funded" by Lender. Broker shall properly and fully disclose all of its compensation to Borrower. No compensation shall be owed by Lender to Broker for any mortgage loan that is not funded by Lender. Broker and Lender agree that the compensation paid by Lender to Broker pursuant to this Agreement is to compensate Broker for the Broker's origination of each mortgage loan funded by Lender, for services performed by Broker in connection with such mortgage loan, and in recognition of the value to Lender of the use of Broker's staff and facilities in connection with the origination of the mortgage loan. The parties agree that, notwithstanding any provisions of this Agreement to the contrary, the compensation paid to Broker shall not be greater than the reasonable value of the goods, services, facilities, and other value added by the Broker which reasonable value must be determined based on the facts and circumstances pertaining to the mortgage loan. Should Lender determine that Broker's compensation as to a mortgage loan exceeds a reasonable amount, Lender may withhold such compensation pending investigation and resolution.

### **5. Obligations to Deliver Loans:**

Broker will use its best efforts to ensure the closing of each mortgage loan registered and rate-locked with Lender. Lender shall have the right to review, from time to time, upon reasonable prior notice to Broker, Broker's files and other documents pertaining to registered mortgage loans that have failed to close. Such review will be conducted in a manner that does not unreasonably interfere with Broker's normal operations.

## **6. Broker's Representations and Warranties:**

Broker represents and warrants to Lender at the time any Package is submitted to Lender and at the time any mortgage loan resulting from such Package is funded and closed that:

- A. No mortgage loan (a) is subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended ("HOEPA"), (b) is a "high cost" mortgage loan, "higher-priced mortgage loan", "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, rule, or regulation, or (c) is subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee liability to purchasers or holders of such mortgage loans.
- B. No predatory, abusive, or deceptive lending practices were employed in connection with the origination of the mortgage loan. None of the statements, documents, or information input by Broker or its agents into an automated underwriting system in regards to a Package or otherwise provided by Broker or Broker's agents in regards to any Package contains or will contain any untrue, incomplete, inaccurate, erroneous statement, or omission of a material fact. Broker understands that by making the warranty in this paragraph, it is warranting the accuracy of all information Broker and its agents submit to Lender, whether Broker has knowledge or reason to suspect any inaccuracy or omission or not. Broker acknowledges the information in the Packages may be subject to Lender's independent verification, underwriting approval, or quality control review but this shall not relieve Broker from its duties, responsibilities, representations, and warranties hereunder and Broker shall not be entitled to rely on such actions of Lender to in any way relieve Broker of its responsibilities, representations, and warranties herein.
- C. Broker is in compliance with all applicable business licensing requirements to do business in the state(s) in which Broker originates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.
- D. Broker is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and has full power and authority to carry on its business as it is now being conducted and is duly qualified to transact business where such qualification is required.
- E. Broker meets the applicable standards set forth in the Guidelines for doing business with Lender. Neither Broker, nor any of its current or former (during the time of their employment by Broker) officers, directors, principal shareholders (if Broker is a corporation), partners (if Broker is a partnership), or loan officers or originators have ever been excluded from conducting business with Fannie Mae, Freddie Mac, HUD, FHA or the VA, or indicted, convicted or under investigations for any criminal offenses or any fraudulent activity related to mortgage lending.
- F. Broker has no knowledge nor any reason to know (i) of any damage to the property proposed as security for the loan by fire, windstorm or other casualty, (ii) that any property has been or will be condemned, (iii) of any detrimental conditions, which could reasonably be expected to adversely affect the market value of the property proposed as security for the loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (iv) of any or outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those which are affirmatively insured against by the title insurance policy, (v) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the property or any manner diminish the value of the property as security for the loan, (vi) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the property proposed as security for the loan might not be at least the amount reported therein, or (vii) of any circumstances or conditions with respect to the property proposed as security for the loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment, or cause the loan to become delinquent, or adversely affect the value or marketability of the loan.
- G. Broker has complied with (i) all terms, conditions, and requirements of the Guidelines and this Agreement and (ii) all applicable federal, state, and local laws and regulations, including, without limitation, making all

disclosures relating to the amount and source of compensation or revenue paid to Broker by a borrower, Lender, or third parties.

- H. Except as disclosed in writing to Lender and Lender approving in writing before the funding of any loan, Broker: (i) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to the loan application package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (ii) unless disclosed in writing in advance to and approved by Lender, has no direct or indirect ownership interest in any property acting as security for the loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to Lender. Broker has not advanced funds or induced, selected, or knowingly received an advance of funds by a party other than the borrower for the payment of any amount required to obtain the loan.
- I. All improvements upon the mortgaged property are insured by an insurer acceptable to Lender against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located, in an amount not less than the minimal amount set forth in the Guidelines for the applicable loan program. Each such insurance policy contains a "standard mortgage clause" and such other clauses and endorsements as specified in the Guidelines.
- J. No mortgage loan will be brokered to Lender that was originated by any party other than Broker or Broker's employees, without the express written consent of Lender.
- K. Broker has not done or omitted to do anything, the effect of which could cause a contract of private mortgage insurance to be cancelled, denied, or rescinded.
- L. All mortgage loan applications submitted to Lender will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared, and completed in accordance with the procedures and guidelines of Lender.
- M. Broker has the requisite authority and capacity to enter into this Agreement and the person signing this Agreement for Broker has been fully authorized by Broker to enter into this Agreement and sign this Agreement on Broker's behalf.
- N. No escrow company or title company used by Broker for any mortgage loan submitted to Lender is owned, in whole or in part, by Broker.

**7. Broker is an Independent Contractor:**

Nothing in this Agreement shall be construed to create a joint venture between Broker and Lender or make Broker a partner, agent, representative, or employee of Lender, and Broker shall not hold itself out as such. Broker may not use Lender's name in any advertising medium unless approved in writing by Lender. Broker agrees that it shall conduct its business activities as an independent contractor to Lender. As an independent contractor, Broker shall determine the method, details and means of performing of all services described within this Agreement.

**8. Indemnification:**

Broker shall indemnify and hold harmless Lender from and against all loss, damage, liability, cost, and expense, including reasonable attorney's fees, incurred by reason of, arising out of, or in connection with:

- A. Broker's breach of this Agreement or
- B. Broker's failure to perform any obligation hereunder.

**9. Early Pay-Off:**

In addition to any other remedies available to Lender under this Agreement, if a loan funded by Lender under this Agreement is paid in full within (a) one hundred eighty (180) calendar days of the date the loan closes, then Broker shall pay to Lender any compensation Lender paid to Broker in connection with such loan less any prepayment penalty, if any, collected by Lender under the terms of the loan.

#### **10. Remedies for Breach of Representations and Warranties:**

Upon discovery by either Broker or Lender of a material and adverse breach of any representation or warranty in this Agreement, Broker shall, upon demand, purchase any mortgage loan materially affected thereby. Lender shall exercise such option by written notice to Broker. Within thirty (30) days thereafter, Broker shall pay the full purchase amount by wire transfer to Lender and forward all appropriate instruments of assignment, all of which shall be without recourse to Lender (or such investor, if applicable). For purposes of this Section 10, the "mortgage loan" shall mean both funded loans and the real property security for any mortgage loan should Lender or any investor become the owner thereof through foreclosure or otherwise. The price which Broker will pay to Lender to purchase a mortgage loan shall be calculated as follows: (i) if the loan has been sold or assigned to a secondary market investor by Lender, the repurchase price shall be equal to (a) all amounts paid by Lender to such assignee (including any servicing release fee or other fee or premium) to repurchase such loan, plus (b) accrued but unpaid interest on such loan from the date of repurchase by Lender from such secondary market investor through the date of repurchase by Broker from Lender, plus (c) the borrower's current escrow/impound account balance, if any; or (ii) if the loan has never been sold or assigned by Lender, the repurchase price shall be equal to (a) the unpaid principal balance of the mortgage loan, plus (b) any accrued but unpaid interest through the date of repurchase of the loan, less any fees previously paid to Lender (but excluding any applied buydown subsidy), plus (c) borrower's current escrow/impound account balance, if any, deposited with Lender, plus (d) any fees or premium previously paid to Broker by Lender, plus (e) other costs incurred by Lender related to the loan through the date of Broker's purchase (or, in the case of FHA and VA loans, through the last day of the calendar month in which the repurchase takes place). Upon Broker's purchase of a mortgage loan, Broker shall also assume all servicing obligations in connection therewith.

#### **11. Lender Obligation and Lender and/or its Contract Underwriter Has Sole Discretion to Approve Mortgage Loans:**

Approval of any mortgage loan shall be within Lender's sole discretion. Broker shall not represent that Lender has approved or will approve any mortgage loan until Broker is so informed by Lender in writing. In the event a mortgage loan application is denied, Lender shall cause to be delivered to Broker a statement of credit denial, termination, or change. Broker will inform applicant of the adverse action on the mortgage loan application in accordance with the regulations of the Equal Credit Opportunity Act.

#### **12. Change in Underwriting Standards:**

Lender's underwriting standards may be amended at any time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified underwriting guidelines and modifications thereto.

#### **13. Inspection Rights and Recertification Compliance:**

Broker shall maintain its books and records as to mortgage loans hereunder to meet and comply with Federal and State laws and regulations. Broker grants Lender permission and authority to audit its, books, records, files, facilities, and the experience and qualifications of Broker's staff, as well as Broker's operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit may be conducted at the location where Broker's activities are performed during normal business hours and Broker agrees to cooperate in any such audit. Broker understands that Lender will maintain an active Quality Control System and that Lender may routinely re-verify pertinent credit documentation and appraisals submitted by Broker even after a loan is closed.

Broker authorizes Lender to verify, monitor, and report the business quality of Broker at Lender's expense. Lender may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report such information. Lender may, in its sole discretion, cancel this Agreement based on such findings.

During the term of this Agreement, Lender will conduct an annual re-certification process. Broker will furnish Lender with (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker's audited financial statements promptly after the same become available (in the event Broker does not obtain an audited financial statement, Broker will furnish Lender with its internally prepared financial statements, certified by Broker's chief financial officer to be prepared in accordance with generally accepted accounting principles consistently applied with any exceptions thereto expressly noted). If requested by Lender, Broker shall also provide any other information reasonably related to substantiating Broker's continuing

eligibility status, including, but not limited to, Quality Control procedures and processes. Lender, in its sole discretion, may terminate this Agreement should Broker fail to maintain any of its eligibility thresholds.

**14. Notices:**

All notices required herein shall be in writing and shall be deemed to have been given, made, and received:

- A. one business day after the date of dispatch, if by facsimile with a confirmed transmission.
- B. one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed, overnight delivery; or
- C. three business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

All notices required to be given may be given by registered or certified mail addressed as follows:

If to Lender:	1920 Main St., Ste. 200 Irvine, CA 92614 ATTN: Client Administration	If to Broker:	_____ _____ ATTN: _____
---------------	--	---------------	-------------------------------

Or at such other offices or addresses as either party shall inform the other in accordance with this paragraph.

**15. No Assignment of Broker's Rights or Duties:**

Broker shall not assign any of its duties, obligations, or rights under this Agreement without the prior written consent of Lender, which consent shall be in Lender's sole discretion.

**16. Arbitration of Disputes, Attorneys Fees:**

Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, shall be settled by arbitration through the American Arbitration Association in accordance with its Commercial Arbitration Rules or through JAMS in accordance with its Comprehensive Arbitration Rules & Procedures or its Streamlined Arbitration Rules & Procedures, at the option of the party filing for arbitration, in Orange County, California and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, including the Superior Court of California, County of Orange. The fees and costs incurred in any such arbitration (exclusive of each party's attorney's fees and costs) shall be borne equally between the parties, however, any such fees and costs paid by the prevailing party in any such arbitration shall be added to the arbitrator's award and assessed against the non-prevailing party. In addition, the prevailing party shall also be awarded and recover from the non-prevailing party its attorney's fees in addition to any other relief to which it may be entitled. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the non-paying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they have reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the arbitration hearing date to cure the non-paying party's default.

**17. Entire Agreement:**

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporary agreements, representations, and understandings. No supplement, modification or amendment shall be binding unless executed by both parties, except where Lender has been specifically granted the right to do so hereunder. It is the intention of the parties that this Agreement shall be deemed entered into in Orange County, California, and construed under and according to the substantive laws of the state of California. All questions regarding the validity, interpretation, or performance of any of its terms, representations and warranties of any rights or obligations of the parties shall be governed by the laws of the State of California.

**18. Enforceability of Agreement:**

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**19. Further Acts of Parties:**

Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**20. Captions:**

Any captions are for convenience or reference only and are not to be construed, confining, or limiting in any way to the scope or intent of the provisions hereof.

**21. Waiver:**

The failure or delay to exercise any right hereunder shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. The waiver of any breach, term, provision, or condition of this Agreement shall not be construed to be a waiver of any other breach, term, provision, or conditions. All remedies afforded by this Agreement, or breach hereof, shall be cumulative, that is, in addition to all other remedies provided herein at law or in equity.

**22. Confidentiality of Information:**

Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate and enforce this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate and enforce this Agreement. The receiving party may disclose confidential information as may be required by regulatory request, law, or court order, but must first notify the discloser, if legally permitted and practicable, so that the discloser may seek a protective order at its sole cost (with the recipient providing cooperation); however, the receiving party may provide confidential information to a regulatory authority with supervisory power over it without providing notice to the disclosing party.

Each party agrees that it will ensure the protection and security of nonpublic personal information in compliance with the Gramm- Leach-Bliley Act (P.L. 106-102) (15 U.S.C. §6809) and implementing regulations thereof, and all other applicable laws, rules, and regulations. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration, or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information.

**23. Rights of Offset:**

If any amount Broker owes to Lender under this Agreement or the Guidelines remains outstanding for more than thirty (30) days after it is due, Broker authorizes Lender to deduct from any subsequent mortgage loans brokered hereunder all such amounts due Lender. Any such offset may be exercised by Lender at any time and from time to time with prior notice to Broker.

**24. Termination:**

This Agreement will continue until terminated by either party. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other. Either party may terminate this Agreement immediately without prior notice for cause, including, without limitation, breach of any representation, warranty, promise, or agreement made or deemed to be made in this Agreement or the Guidelines, or default in performance of any duty, obligation, or responsibility hereunder or under the Guidelines. Lender may terminate this Agreement without prior notice if Broker has brokered no loans to Lender within any consecutive six (6) month period. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

**25. Future Communication:**

Broker permits and authorizes Lender and its affiliates to send to Broker and Broker's employees, via e-mail or facsimile transmission, (a) notifications concerning changes to existing products, (b) new product features, (c) general

business communications, and (d) other marketing materials. Broker acknowledges that such information is provided by Lender for use by Broker and Broker's employees pursuant to the ongoing commercial relationship between Broker and Lender, as outlined herein.

**26. Proprietary Information/Non-Circumvention:**

Broker acknowledges that unique lending programs, processes, guidelines, and procedures (the "Lender Programs") constitute a trade secret and represent proprietary information owned solely by Lender. Broker agrees that Broker, its officers, directors, employees, agents, successors, and assigns will keep Lender's Programs confidential and will use Lender's Programs only in conjunction with this Agreement. Broker further agrees that Broker its officers, directors, employees, agents, successors, and assigns will not circumvent Lender by dealing directly with Lender's investors regarding any Lender loan program. This clause shall survive the termination of this Agreement and shall be enforceable by and in addition to any other remedies allowable by law.

**27. Change of Ownership, Financial Condition or Senior Management:**

Broker will promptly advise Lender of any material adverse change in its business or financial condition, or any change in its ownership or management. Broker shall also immediately inform Lender in writing of any change in status of any required license and of any pending, threatened, or final judicial, administrative, or regulatory action or order that may impact the status of a required license or its eligibility under this program. In addition to Lender's rights to terminate this Agreement as provided in this Agreement, Lender may refuse to fund loans submitted by Broker if Lender reasonable determines that Broker will be unable to fulfill any of its obligations under this Agreement.

**LENDER:**

**BROKER:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# BROKER COMPENSATION ADDENDUM

As part of the Broker Agreement executed between Vista Point Mortgage, LLC dba Brokers Advantage Mortgage

("Lender") and \_\_\_\_\_ ("Broker"),

Broker and Lender enter into this Broker Compensation Addendum ("Addendum") thereto. All compensation paid to Broker ("Broker Compensation") must comply with the Loan Originator Compensation ("LO Comp") Rule in Regulation Z, which implements the Truth in Lending Act (12 CFR Part 1026). Broker attests that written compensation policies and procedures are in place for its employees and it is fully compliant with all federal, state, and local laws and regulations. Broker attests that all its loan officers are compensated in compliance with the LO Comp Rule of Regulation Z.

Broker hereby makes a Broker Compensation election effective for all mortgage loans registered and funded by Lender on or after the date Lender signs this Addendum. Any changes to this election must be made by written notice under the terms of the Compensation Change Process below.

### Lender Paid Compensation Plan

Any Lender paid compensation shall be Broker's sole source of compensation for such loan. Accordingly, Broker shall not charge any borrower(s) additional fees nor arrange for any other form of compensation from any other person or entity other than the Lender. Broker's compensation will be a predetermined percentage of the loan amount, as set forth below:

\_\_\_ 1.00%    \_\_\_ 1.25%    \_\_\_ 1.50%    \_\_\_ 1.75%    \_\_\_ 2.00%

Once Broker selects Lender paid compensation for a loan, at no point thereafter can Broker's compensation for such loan be other than Broker's selected Lender paid compensation level.

### Borrower Paid Compensation Plan

Lender permits compensation to be paid to the Broker directly by the borrower and limits such compensation (i) up to a maximum of 500 basis points for business purpose loans and (ii) up to a maximum of 300 basis points for all other loans.

Broker is required to determine the source of compensation (lender paid or borrower paid) upon the submission of the loan application to Lender. Borrower paid compensation is a financial agreement exclusively between the Broker and borrower that is agreed upon by both parties prior to submission of the loan application to Lender. If Broker submits a loan as borrower paid, but the loan is changed to Lender paid at the time the loan is locked, at no point thereafter can Broker's compensation for such loan be other than Broker's selected Lender paid compensation level. Lender will not allow Broker to reduce or otherwise change compensation on a particular loan, unless permitted by applicable law. If borrower paid compensation is selected, under no circumstances may Broker receive compensation, directly or indirectly, from any person other than the borrower in connection with the loan.

### Compensation Change Process

Changes to Lender Paid compensation election may only be made effective for the first date of the next calendar quarter (January 1, April 1, July 1, October 1). A revised and signed Addendum must be submitted at least ten business days prior to the end of the quarter to [brokerapproval@brokersadvantagemtg.com](mailto:brokerapproval@brokersadvantagemtg.com) in order for such change to be considered for the next calendar quarter. Lender reserves the right to accept or reject all compensation change requests. Approved Broker compensation election changes will be provided in writing and go into effect on the first business day of the calendar quarter after the change request is received and approved. If requested, Broker will provide Lender a copy of its Loan Originator Compensation Policy. This policy and the operational procedures followed by the Broker must always comply with all federal, state, and local laws and regulations.

The representative signing below certifies they are duly authorized to bind Broker to all Addendum terms.

**LENDER:**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BROKER**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## BROKER COMPLIANCE ATTESTATION

Broker is required to have policies and procedures in place to deliver complete and compliant loan applications and to comply with all applicable laws and regulations, defined as: applicable federal, state, and local laws and legal requirements (as set forth below and otherwise including statutes, rules, regulations, and ordinances), including but not limited to all usury, truth-in-lending, real estate settlement, integrated disclosures, consumer credit, equal credit opportunity, privacy, anti-predatory or abusive lending, or unfair and deceptive acts and practices laws; requirements and guidelines of each governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction over a person and/or a mortgage loan, including, but not limited to, the CFPB and all state regulators; and judicial and administrative judgments, orders, stipulations, awards, writs, settlements, and injunctions to which the person is a party.

Regulation B - Equal Credit Opportunity Act  
Regulation C - Home Mortgage Disclosure Act  
Regulation G - S.A.F.E. Mortgage Licensing Act  
Regulation N - Mortgage Acts and Practices – Advertising

Regulation P - Privacy of Consumer Financial Information  
Regulation V - Fair Credit Reporting Act  
Regulation X - Real Estate Settlement Procedures Act  
Regulation Z – Truth-in Lending Act

In addition to the federal regulations listed above, Brokers are also subject to Bank Secrecy Act/Anti-Money Laundering Legislation (BSA/AML). The Financial Crimes Enforcement Network (FinCEN) issues the BSA/AML regulations and is enforced by the IRS. To comply with BSA/AML, Broker must have procedures in place to detect certain fraudulent, criminal, or suspicious activity, and file a Suspicious Activity Report (SAR) as warranted by the applicable statutes and regulations.

Due to the requirements placed upon financial parties from the CFPB and other agencies, Vista Point Mortgage, LLC dba Brokers Advantage Mortgage requires our Brokers to understand and be responsible for their own regulatory compliance. By signing below, you affirm you have regulatory compliance controls and procedures in place to ensure compliance with all applicable laws and regulations.

Broker will not submit any requests for "table-funded loans", as defined in Regulation X.

By signing below, I declare that I am authorized to execute this attestation on behalf of the Company and that the above is true and accurate to the best of my knowledge.

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

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

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

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



For system access, please provide contact information for primary users who will need to access the loan submission website, Encompass TPO Connect. If you need assistance or training on how to use the website, please contact your Account Executive.

NAME	NMLS ID	TITLE	EMAIL

# Request for Taxpayer Identification Number and Certification

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

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

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*