



## BROKER APPLICATION CHECKLIST

Thank you for your interest in Greenbox Loans, Inc. Greenbox Loans, Inc.'s Broker Approval department is responsible for the review and processing of your broker application. The following documentation is needed to support broker approval. Additional items may be requested on a case by case basis.

Greenbox Loans, Inc. requires the following documents listed below prior to funding any loans.

**NOTE: All forms provided are in Bold print**

- New loan ready to submit

### SIGN AND EXECUTE THE ATTACHED DOCUMENTS

- Broker Application** completed and signed
- Roster of all Loan Originators** (including producing broker and/or branch managers)
- Branch Office Addition Form** (if applicable)
- Corporate Resolution Form/LLC Resolution Form** (whichever is applicable - executed by the Corporate Secretary)
- Broker Agreement** completed and signed
- Compensation Questionnaire and Acknowledgement**
- Compensation Plan Agreement**
- Authorization/Release For Company, Owners and Professionals**
- Mortgage Loan Fraud Policy - Zero Tolerance** completed and signed
- Broker AML Certification**
- Broker Affiliation Form**
- W9**

### ATTACH THE FOLLOWING DOCUMENTS

- Copies of all state lending licenses – Main Office, Branch Office(s). The license must show the fictitious business name (if applicable).
- Copies of all Loan Originator and Broker licenses.
- Audited Financial Statements Year to Date P&L, Current Balance Sheet (dated within the last 60 days)
- Professional resumes of all principal officers and the broker of record.
- Copy of Errors & Omissions and Fidelity Bond
- Articles of Incorporation / DBA Filing
- Quality Control Plan

Email Package: [brokeradmin@greenboxloans.com](mailto:brokeradmin@greenboxloans.com)

*We look forward to receiving your application package and will generally provide a response as soon as possible.*



## BROKER APPLICATION FORM

Wholesale Account Executive:

- New Application
- Reactivation

### CORPORATE LOCATION INFORMATION

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

dba(s): \_\_\_\_\_

Main Location Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ NMLS # \_\_\_\_\_ BRE# \_\_\_\_\_ Tax ID# \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Date Organized/Incorporated: \_\_\_\_\_ Form of Organization (check one):  Corporation  Sole Owner  Limited Liability Company  
 Bank Charter  Partnership  Limited Liability Partnership

Organized/Incorporated in which state: \_\_\_\_\_

### COMPANY PRINCIPALS (Name all principals with ownership % or interest in the company)

Name: \_\_\_\_\_ Position/ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Name: \_\_\_\_\_ Position/ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Name: \_\_\_\_\_ Position/ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Name: \_\_\_\_\_ Position/ Title: \_\_\_\_\_ SS#: \_\_\_\_\_ Ownership %: \_\_\_\_\_

(REQUIRED)

\* **Broker of Record:** \_\_\_\_\_ **NMLS No.** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

### COMPANY CONTACTS

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

Legal Contact: \_\_\_\_\_ e-mail Address: \_\_\_\_\_

### LENDER REFERENCES (A minimum of three required)

<b>Lender</b>	A.E.
Tel. No. ( )	Email
<b>Lender</b>	A.E.
Tel. No. ( )	Email
<b>Lender</b>	A.E.
Tel. No. ( )	Email
<b>Lender</b>	A.E.
Tel. No. ( )	Email

## PRODUCTION INFORMATION

Product	Units	Dollar Volume	Product	Units	Dollar Volume
Agency Conforming			Agency Conforming		
Agency Jumbo			Agency Jumbo		
FHA			FHA		
FHA Streamline			FHA Streamline		
VA			VA		
Other			Other		
Total			Total		

### QUESTIONNAIRE

1. Has your company, and/or any principals or corporate officers ever been denied, suspended, or disqualified by HUD or VA?

No     Yes - If yes, please explain \_\_\_\_\_

2. Is the company, and/or principals or corporate officers involved in any legal action that could affect the company's capacity to perform under the broker agreement?  No     Yes - If yes, please explain: \_\_\_\_\_

3. Have any formal complaints, lawsuits, liens or judgments been filed against the company, and/or principals or corporate officers with any state regulatory agency within the past 3 years? ?  No     Yes - If yes, please explain: \_\_\_\_\_

4. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceeding/complaint or conviction for alleged fraud or misrepresentation in connection with any real estate related activity?  No     Yes - If yes, please explain: \_\_\_\_\_

5. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past 7 years?  No     Yes - If yes, please explain: \_\_\_\_\_

6. Has your company made any indemnification to another lender due to loss or potential loss incurred?  No     Yes - If yes, please explain: \_\_\_\_\_

7. Has your company been required to repurchase any mortgage loans from an investor within the last three years?

No     Yes - If yes, please explain: \_\_\_\_\_

8. Is your company an affiliate of a builder, developer, real estate sales firm, appraisal firm, a firm providing title insurance or closing services or any firm involved in the mortgage insurance industries?  No  Yes - If yes, please explain: \_\_\_\_\_

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9. How did you hear about GreenBox Loans, Inc.? **(Check one)**

<input type="checkbox"/> GreenBox Loans, Inc. Representative	<input type="checkbox"/> Broker Referral
<input type="checkbox"/> Internet Search Engine	<input type="checkbox"/> Flyer by e-mail
<input type="checkbox"/> Broker Convention/Conference	<input type="checkbox"/> Other: _____

**INSURANCE**

Type of Insurance	Insurance Company Name	Aggregate Amount	Expiration Date
Errors & Omissions			
Fidelity Bond			

**CERTIFICATION**

All of the information contained in this application and supporting information/documents is true and complete to the best of my knowledge. I hereby **authorize** GreenBox Loans, Inc., and their affiliates to obtain verification of any source named herein, perform a background investigation (including but not limited to criminal, employment, professional) and obtain credit and other information concerning the Broker named, its principals, affiliates and employees. As part of our due diligence, additional information may be requested as necessary. Federal law requires financial institutions to verify the identity of each individual with whom they conduct business. GreenBox Loans, Inc. will verify your identity using the information provided on this application and supporting documents.

GreenBox Loans, Inc., 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, unless otherwise instructed by Applicant. Applicant agrees by signing below to allow GreenBox Loans, Inc. to use the address, phone numbers, fax numbers and the e-mail address provided herein to communicate information to the Applicant related to GreenBox Loans, Inc. products and services. This will include but not be limited to marketing materials and rate sheets.

_____	_____	_____
Principal officer Signature	Printed Name	Date

_____	_____	_____
Broker of Record Signature (if not a principal)	Printed Name	Date



**LIST OF LICENSED MORTGAGE LOAN ORIGINATORS**

TO RECEIVE DAILY RATE SHEET (with the Broker of Record)

*D	Name	NMLS #	States Approved	Email	Mobile Phone #
	Jane Doe	123456	CA, FL,AZ	<a href="mailto:jdoe@xx.com">jdoe@xx.com</a>	XXX-XXX-XXXX

TO BE ISSUED INDIVIDUAL LOGIN CREDENTIALS (with the Broker of Record)

*D	Name	NMLS#	States Approved	Email	Mobile Phone #
	Jane Doe	123456	CA, FL,AZ	<a href="mailto:jdoe@xx.com">jdoe@xx.com</a>	XXX-XXX-XXXX

\* (D) Designation:  
 LO - Loan Officer  
 BP - Broker Processor

NOTE: Please use another sheet if necessary. Thank you.



## BRANCH OFFICE ADDITION FORM

Account Executive: \_\_\_\_\_

### CORPORATE LOCATION INFORMATION

Company Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Corporate Location Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### BRANCH LOCATION INFORMATION

Branch Location Name/ DBA: \_\_\_\_\_

Branch Location Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Manager Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Telephone No.: (     ) \_\_\_\_\_ - \_\_\_\_\_

Branch Location Name/ DBA: \_\_\_\_\_

Branch Location Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Manager Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Telephone No.: (     ) \_\_\_\_\_ - \_\_\_\_\_

Branch Location Name/ DBA: \_\_\_\_\_

Branch Location Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Branch Manager Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Telephone No.: (     ) \_\_\_\_\_ - \_\_\_\_\_

FHA Originator Branch ID: \_\_\_\_\_

\*\*\* Required prior to submitting FHA loans\*\*\*

Ext: \_\_\_\_\_ Fax No.: (     ) \_\_\_\_\_

This completed form and the supporting documents listed below are required prior to the funding of any loans submitted by a branch location.

- Mortgage Broker, Mortgage Lender Branch License or Exemption Letter — If exempt from licensing, please provide an explanation:
- Branch Manager's Professional Resume



## CORPORATE RESOLUTION

I hereby certify that I am the Secretary of \_\_\_\_\_ a corporation of the State of \_\_\_\_\_, and that as such Secretary, I have custody of the records of this Corporation, and by virtue of such action, the Board of Directors passed the following resolution at a meeting dated \_\_\_\_, which is now in force and is not in conflict with the Charter or Bylaws of the Corporation.

RESOLVED, that the officers and agents of this Corporation appointed and named below are hereby authorized in the name of and on behalf of the Corporation to enter into an agreement with Greenbox Loans, Inc. and its operating subsidiaries ("Greenbox Loans, Inc.") to sell and/or broker mortgage loans and that these individuals are each and severally authorized to sign on said agreement and on behalf of the Corporation and to effect any changes with respect thereto.

FURTHER RESOLVED, that these individuals are each and severally authorized to enter into commitments with Greenbox Loans, Inc. and to execute any and all other documents on behalf of this Corporation.

FURTHER RESOLVED, this Corporation is authorized to sign an agreement as required by Greenbox Loans, Inc.

FURTHER RESOLVED, that this authorization shall remain in force until Greenbox Loans, Inc., receives, at its office, a certified copy of a resolution of this Corporation to the contrary, revoking all previous authorizations heretofore given. The revocation of previous authorizations, with respect to said account, shall not affect the validity of any item signed by the person or persons, at the time authorized to act.

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

IN WITNESS WHEREOF, I have executed this resolution in my capacity as Secretary of this Corporation this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_.

\_\_\_\_\_  
**Secretary Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**



## LIMITED LIABILITY COMPANY RESOLUTION

I hereby certify that I am the Secretary of \_\_\_\_\_ a Limited Liability Company (LLC) of the State of \_\_\_\_\_, and that as such Secretary, I have custody of the records of this Limited Liability Company, and by virtue of such action, the Board of Directors passed the following resolution at a meeting dated \_\_\_\_\_, which is now in force and is not in conflict with the Charter, Operating Agreement or Bylaws of the LLC.

RESOLVED, that the officers and agents of this Limited Liability Company appointed and named below are hereby authorized in the name of and on behalf of the Limited Liability Company to enter into an agreement with Greenbox Loans, Inc. and its operating subsidiaries ("Greenbox Loans, Inc.") to sell and/or broker mortgage loans and that these individuals are each and severally authorized to sign on said agreement and on behalf of the LLC and to effect any changes with respect thereto.

FURTHER RESOLVED, that these individuals are each and severally authorized to enter into commitments with Greenbox Loans, Inc. and to execute any and all other documents on behalf of this LLC.

FURTHER RESOLVED, this Limited Liability Company is authorized to sign an agreement as required by Greenbox Loans, Inc.

FURTHER RESOLVED, that this authorization shall remain in force until Greenbox Loans, Inc., receives, at its office, a certified copy of a resolution of this Limited Liability Company to the contrary, revoking all previous authorizations heretofore given. The revocation of previous authorizations, with respect to said account, shall not affect the validity of any item signed by the person or persons, at the time authorized to act.

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Printed Name)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

\_\_\_\_\_  
**Authorized Agent (Signature)**

IN WITNESS WHEREOF, I have executed this resolution in my capacity as Secretary of this Limited Liability Company this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_.

\_\_\_\_\_  
**Secretary Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**





## BROKER AGREEMENT

This Broker Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Greenbox Loans, Inc. a California corporation having its principal office at 3250 Wilshire Blvd., Ste. 1900, Los Angeles, CA 90010 ("Lender") and \_\_\_\_\_ ("Broker"). This Agreement sets forth the terms and conditions under which Broker will act for the purpose of originating residential mortgage loans for submission to Lender.

### RECITALS

- A. Lender is in the business of taking applications for residential mortgage loans secured by a first or subordinate lien on a one to four family dwelling (each, a "Mortgage Loan");
- B. Broker is in the business of aiding and assisting applicants in pre-qualification for mortgage loans, choosing a mortgage product and completing applications and processing those applications for its clients; and
- C. Broker desires to submit to Lender, on a non-exclusive basis, applications, and related documentation, for Mortgage Loans, such loans to be underwritten, and if approved, closed and funded by Lender pursuant to the terms of this Agreement.

### ARTICLE 1

#### ELIGIBLE LOANS; PRICING

- 1.1 **MORTGAGE LOAN PROGRAMS.** Lender shall from time to time, distribute to Broker information with respect to the types of Mortgage Loan applications it is willing to accept along with the methods in which Mortgage Loans may be transmitted. For purposes of this Agreement the term "submits", shall have the same meaning as the term "Register". Lender will fund only those Mortgage Loan applications eligible for the Mortgage Loan programs offered by Lender. Broker acknowledges that Lender reserves the right to alter, add or delete Mortgage Loan programs from time to time and Broker accepts responsibility for knowing which Mortgage Loan programs are offered by Lender at any given time. Broker shall be responsible for assuring that each Mortgage Loan application submitted complies with all the terms and conditions of Lender's Mortgage Loan programs.
- 1.2 **MORTGAGE LOAN PRICING.** Lender shall issue to Broker on a periodic basis, pricing information ("Pricing Sheet") applicable to Mortgage Loan programs it offers. Such pricing information is subject to change without notice. Pricing is also available via the Lenders Online portal. Broker shall comply with the guidelines contained in the Pricing Sheet concerning documentation, interest rates and lock-ins which apply to the particular Mortgage Loan program offered by Lender.

### ARTICLE 2

#### DUTIES OF BROKER

- 2.1 **TAKING OF APPLICATIONS/DISCLOSURES.** Broker shall take applications for Mortgage Loans at its offices in its own name through its employees. Broker shall provide to each person or persons who submits an application that is to be submitted to Lender, contemporaneously with the taking of the application, broker disclosure(s) that comply with applicable laws. Broker may not submit third party originations to Lender under this Agreement.

**2.2 REGISTRATION APPLICATION.** Broker shall submit each Mortgage Loan application with Lender via the Lenders Online portal. Lender may communicate to the Broker through various methods of communication including, but not limited to, electronic media, facsimile or written letter. Broker shall submit for each Mortgage Loan application to Lender the fully completed broker disclosure(s) which have been signed wet and/or electronically as of the date of application by the applicant and the Broker or it's employee; the application signed by the applicant; and such credit, financial and other information as set forth by the Lender. Broker shall assist Lender in obtaining any additional information needed by Lender to facilitate the underwriting and closing of the loan transaction.

**2.3 PERFORMANCE OF BROKER SERVICES.** In addition to taking the information from applicant, filling out the application and providing and explaining the broker disclosure(s). Broker shall, for every loan, perform services, including, but not limited to, all of the following:

- (a) analyzing the applicant's income and debt and pre-qualifying the prospective applicant to determine the maximum Mortgage Loan that the prospective applicant can afford;
- (b) educating the applicant in the home buying and financing process, advising the applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product;
- (c) collecting financial information (e.g., tax returns, Form 4506, bank statements) and other related documents that are part of the application process;
- (d) initiating/ordering VOE's (Verifications of Employment) and VOD's (Verifications of Deposits); (e) initiating/ordering requests for mortgage and other loan verifications; initiating/ordering appraisals; initiating/ordering inspections or engineering reports;
- (f) providing disclosures (Truth in Lending, Good Faith Estimate, others) to prospective applicants as required by Federal and State laws and by any applicable Regulation and by any loan product;
- (g) assisting applicants in understanding and addressing credit problems;
- (h) maintaining regular contact with applicants, real estate agents, and Lender between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- (i) ordering legal documents (e.g., title reports);
- (j) determining whether the property is located in a flood zone or ordering such service;
- (k) participating in the loan closing;
- (l) analyzing the information provided by applicant and confirming that the applicant's application complies with applicable laws and program guidelines; and
- (m) Providing such other services as may be required by a particular loan transaction.

**2.4 COMMUNICATIONS WITH APPLICANT.** Broker shall be responsible for all communications with applicant regarding the loan application. Broker certifies that it will promptly deliver to applicant any and all documents prepared by Lender and intended for delivery to applicant regardless of the manner in which such documents are delivered to the Broker.

**2.5 LOAN RESCISSION, REIMBURSEMENT OF FEES.** If Broker has collected any fees from an applicant, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the applicant pursuant to applicable state or federal law or regulation. Broker shall promptly refund all such fees that are required to be refunded to the applicant.

**2.6 ASSIGNMENT.** Upon request of Lender, the Broker shall immediately assign, transfer and convey to Lender all of its rights, title and interest in the Mortgage Loan file and any and all of its contents.

## **ARTICLE 3**

### **DUTIES OF LENDER**

**3.1 UNDERWRITING OF REGISTERED MORTGAGE LOANS.** Lender or its agent shall underwrite every

Mortgage Loan application in accordance with the terms of this Agreement, and Lender's underwriting guidelines and requirements in effect from time to time. Lender shall have no obligation to approve, close and/or fund a Mortgage Loan which in its sole discretion does not meet Lender's underwriting guidelines and requirements. In making its funding determination, Lender expressly disclaims any conclusion Broker may draw as to the general quality or acceptability of the Mortgage Loan application. Lender retains sole and absolute discretion to reject any Mortgage Loan application which does not comply with the terms and conditions of this Agreement or for any reason whatsoever (except any reason prohibited by law), and to set the terms and conditions of any approval of a Mortgage Loan application. Lender shall notify Broker of the disposition of a Mortgage Loan application. Broker may not represent that Lender has approved or will approve any Mortgage Loan application until Lender informs Broker in writing that it has done so. If Lender declines any Mortgage Loan application, Broker shall notify the applicant promptly upon receipt of notice of Lender's decision. Lender will have no obligation or liability to Broker for any Mortgage Loan, which is not closed by Lender or for any delays in the processing of any Mortgage Loan applications.

- 3.2 **CLOSING OF MORTGAGE LOANS.** Lender shall proceed to the closing of the Mortgage Loan under the terms and conditions of its approval. Lender shall prepare the closing package and close the Mortgage Loan in its name and with its own funds.

## ARTICLE 4

**GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BROKER.** As an incentive to lender to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker makes the following representations, warranties and covenants to Lender and any successor in interest to Lender under this Agreement as of the date hereof and as of each and every date Broker submits a Mortgage Loan application to Lender. Lender shall be deemed to have relied on such representations, warranties and covenants, regardless of any independent investigation it may have made or may hereafter make.

- 4.1 **DUE ORGANIZATION; GOOD STANDING.** Broker is duly organized, validly existing and in good standing ( in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence during the time of its activities with respect to the organization and closing of the Mortgage Loans subject to this Agreement.
- 4.2 **AUTHORITY AND CAPACITY.** Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and legitimately authorized by all necessary corporate action. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.
- 4.3 **EFFECTIVE AGREEMENT; NO CONFLICTS.** The execution, delivery and performance of this Agreement by Broker, the compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), or bylaws including Partnership agreements or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation applicable to it.
- 4.4 **COMPLIANCE WITH LAWS.** Broker's activities in general, and each application for a Mortgage Loan submitted to Lender in particular, and all documentation submitted in connection therewith, are in compliance with all applicable federal and state laws, regulations, interpretive rules, policies and opinions pertaining to residential mortgage loan origination including, but not limited to: the Truth-in-Lending Act and Regulation Z; the Real Estate Settlement Procedures Act, and Regulation X; the Fair Credit Reporting Act, and Regulation V; the Equal Credit Opportunity Act, and Regulation B; the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010; the Flood Disaster Protection Act; the Patriot Act; and, all applicable federal and state statutes, regulations, rules and orders governing fraud, predatory lending, lack of consideration, unconscionability, consumer credit transactions, and consumer protection. Broker further represents and warrants that it is properly licensed in all jurisdictions where required for the origination of Mortgage Loans as provided for in this Agreement and agrees to maintain all applicable licenses and approvals in good standing during the term of this Agreement.
- 4.5 **NOTICE OF THREATENED ACTIONS.** Broker has not been issued any administrative order, cease and desist decree or been the subject of regulatory action. Broker shall immediately advise Lender in writing of any inquiry, material complaint or pending or threatened action, by way of proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state, local government, real estate agency/board or quasi-governmental body, or agency or instrumentally thereof necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Mortgage Loan application registered with Lender, Broker shall advise Lender immediately of such notice and deliver a copy of the Notice to Lender. Broker further warrants that no material complaints have been filed against Broker alleging unfair and misleading or

deceptive practices and/or violations of Consumer Protection Laws and will notify Lender immediately in the event of any such occurrences.

**4.6 LITIGATION.** Except as previously disclosed in writing to and acknowledged in writing by Lender, Broker is not a party to (a) any pending, or, to Broker's knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending, laws or regulatory compliance, (b) any claims by applicants, or (c) any negative investor or regulatory finding through audits or examinations.

**4.7 NO UNTRUE OR MISLEADING STATEMENTS.** No representation, warranty or written statement made by Broker to Lender in the Agreement or in any electronic statement or form including schedules, spreadsheets, written statements or documents furnished to Lender in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

**4.8 INSURANCE.** Unless otherwise agreed to in writing, Broker possesses and shall maintain at no expense to Lender, during the term of this Agreement, errors and omission insurance, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverage's, satisfactory to Lender. Broker shall notify Lender of changes thereto or cancellation thereof.

**4.9 BUSINESS INFORMATION.** Broker shall furnish to Lender and its representatives any necessary information and data concerning the affairs of Broker, as Lender may reasonably request, including information regarding the status of its licenses, permits, authorizations and approvals necessary for the lawful practice of its business as well as copies of such documents. Broker shall furnish, annually as requested by Lender, copies of financial statements, the type and sufficiency of which shall be determined by Lender in its sole discretion together with such other information bearing upon Broker's financial condition as Lender may reasonably request.

**4.10 ABILITY TO PERFORM.** Broker represents that it employs or will employ a sufficient number of knowledgeable and capable professional individuals to perform the services required by this Agreement.

**4.11 COMPLIANCE MANAGEMENT SYSTEM.** Broker shall maintain, at all times during the term of this Agreement, an effective Compliance Management System ("CMS") designed to prevent violations of federal consumer financial law, and associated consumer harm. Broker shall make available, upon the request of Lender: (a) copies of Broker's written policies, procedures, internal controls and training materials in connection with residential mortgage loan origination; and, (b) permit Lender access, during normal business hours and upon reasonable advance notice, to the offices of Broker in order that Lender may make appropriate on-site reviews as necessary to confirm the propriety and effectiveness of Broker's CMS.

**4.12 CONSUMER COMPLAINTS.** Broker agrees to immediately report to Lender any consumer complaint involving a borrower associated with a Mortgage Loan application submitted to Lender.

## **ARTICLE 5**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO MORTGAGE LOANS**

As further inducement to Lender to enter into this Agreement and to consummate the closing and funding of Mortgage Loans hereunder, Broker makes the below referenced representations, warranties and covenants. Each of the following representations and warranties (a) apply to each Mortgage Loan application submitted by Broker to Lender and funded by Lender; (b) is for the benefit of Lender and its successors and assigns; (c) remains in full force and effect for so long as the Mortgage Loan remains outstanding and for such time that Lender is subject to any risk of loss or liability as to any Mortgage Loan application submitted by Broker; (d) is deemed to have been relied on by Lender, regardless of any independent investigation it may have made or may hereafter make; and, (e) is in addition to any other specific representations or warranties contained elsewhere herein.

- 5.1 **COMPLIANCE WITH LAWS.** As of the date each Mortgage Loan is funded by Lender, the Mortgage Loan is in compliance with all applicable federal state and local laws and regulations set forth in Section 4.4 above.
- 5.2. **COMPLIANCE WITH LENDER POLICIES AND PROCEDURES.** The origination of the Mortgage Loan complies in all respects with the terms of this Agreement. Each Mortgage Loan application submitted to Lender was originated by Broker and not by a third party. All applications for Mortgage Loans and all Mortgage Loan information and documentation submitted in connection with such applications have been prepared and/or completed in accordance with applicable law and all information provided by each of applicant and Broker in such applications, Mortgage Loan documents, or other documents is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading. All Broker compensation has been fully disclosed to applicant in compliance with applicable laws. The applicant has executed and received a copy of the Broker disclosure(s) as required by applicable law and there are no disputes with respect to Broker's compensation in connection with the origination or closing of the Mortgage Loan.
- 5.3 **FACTUAL DISCLOSURE.** With regards to all Mortgage Loans submitted to Lender hereunder all facts relating to any Mortgage Loan transaction which are known or should be known to Broker which may adversely affect the value of the property securing the Mortgage Loan, (the "Mortgage Property"), the credit, character or capability of the applicant, the validity of the mortgage, or any other aspect of the transaction have been disclosed in writing to Lender.
- 5.4. **NO ADVERSE CIRCUMSTANCES.** Broker has no knowledge of any circumstances or conditions with respect to any Mortgage Loan, Mortgage Property, applicant or applicant's credit standing that reasonably could be expected to cause third party investors to regard any Mortgage Loan as an unacceptable investment, cause any Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.
- 5.5. **NO OTHER AGREEMENTS.** Broker has not made, directly or indirectly, any payment on the Mortgage Loan, the Mortgage Loan application, or for goods and services rendered in connection with the origination and closing of the Mortgage Loan, or on any other loan of applicant from any other person or entity. Broker has also not made any agreement with any applicant providing for any variation of the note rate, schedule of payment or other terms and conditions of the Mortgage Loan; and Broker has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.
- 5.6 **PROPERTY.** The real property securing the Mortgage Loan is in compliance with all applicable federal, state and local legal and regulatory requirements relating to environmental matters, and neither Broker nor the borrower has received notification from any federal, state or other governmental authority relating to hazardous material on or affecting the real property security or to any potential or known liability under any environmental law arising from the ownership or operation of the real property security.
- 5.7 **APPRAISAL.** The appraisal of the real property securing the Mortgage Loan was made and signed by a qualified and properly licensed appraiser who meets Lender's requirements for appraisers, and who had no interest, direct or indirect, in the Mortgage Loan or the real property securing the Mortgage Loan.
- 5.8 **NEW INFORMATION.** If Broker learns, or has reason to believe, at any time from the period between the submission of a Mortgage Loan application and the closing of a Mortgage Loan that any of its representations and/or warranties are no longer true or accurate, Broker shall immediately give written notice thereof to Lender.
- 5.9 **SUBMISSION OF FALSE OR FRAUDULENT INFORMATION / EARLY PAYMENT DEFAULT.**

Broker acknowledges that Lender relies on Broker to submit Mortgage Loan applications and related documentation that meet investor and legal guidelines in effect from time to time. In the event that any false, non-compliant or fraudulent information is or was submitted in connection with any Mortgage Loan, and Broker knew, or in the exercise of reasonable diligence should have known, of the false, non-compliant or fraudulent information, or in the event any representation or warranty made by Broker is or was untrue, upon Lender's discovery thereof, or in the event of a Payment Default, Lender shall have the absolute right to cause

Broker to reimburse any and all sums provided by Lender to fund and close such Loan within ten (10) days of Lender's notification to Broker ("Reimbursement Notification") without limitation upon any and all other available rights and remedies. For purposes hereof, the term "information" shall mean any and all information obtained from the loan applicant or any reference source that would, according to standard practices and procedures in the mortgage lending industry, be within the control or knowledge of Broker, as well as any appraisal-related information that is a result of, or is communicated because of, any relationship or transaction between the appraiser and Broker.

- a. Payment Default shall mean (i) If a borrower becomes thirty (30) or more days delinquent with respect to any of the first four (4) monthly payments; or (ii) If a borrower becomes sixty (60) or more days delinquent with respect to any of first six (6) monthly payments.
- b. In the event of a Payment Default as defined by section 5.9, Broker shall have the option to either: (i) reimburse Lender any and all sums paid to Broker in connection with such Mortgage Loan, or (ii) pay Lender a default payment in the amount of three thousand dollars (\$3,000) ("the Indemnity Payment") within sixty (60) days of demand by Lender, unless a longer period is agreed upon by Lender, in writing, time being of the essence. Failure of Broker to remit the Indemnity Payment within the time frame provided above shall constitute an absolute waiver of the Broker's right to elect payment of the Indemnity Payment and thereafter Broker shall be unconditionally obligated to reimburse Lender any and all sums provided by Lender to fund and close such Loan.
- c. For purposes of this Section 5.9, a borrower shall be considered to be "delinquent with respect to a monthly payment" if said monthly payment is not received by Lender or its assigns by the first day of the month following the month within which the monthly payment was due, regardless of the number of days in any month. For example: (a) If the borrower has not made their January payment by the first day of February, the borrower shall be considered thirty (30) days delinquent with respect to the January payment; (b) If the borrower has not made their January payment by the fifteenth day of February, the borrower shall be considered forty-five (45) days delinquent with respect to the January payment; (c) If the borrower has not made their January payment by the first day of March, the borrower shall be considered sixty (60) days delinquent with respect to the January payment; (d) If the borrower has not made their January payment by the first day of April, the borrower shall be considered ninety (90) days delinquent with respect to the January payment.
- d. Under no circumstances may Broker advance funds for or on behalf of a borrower for any delinquent payment or to otherwise make funds available to any borrower to avoid or cure a default by the borrower.
- e. Upon thirty (30) days' notice by Lender, Broker acknowledges and agrees that Lender may change any of the terms of this Section 5.9, including but not limited to the Payment Default definition. Beginning on the thirty-first (31st) day after notice, the changed terms shall apply to any loan that closes thereafter.

**ARTICLE 6**

6.1 **EARLY PAYOFF.** Should any Mortgage Loan originated by Broker and funded by Lender pay off in full during the Premium Recapture Period (see, Schedule A below), Broker shall pay Lender the greater of the Schedule A Premium (see, Schedule A below) or \$3000:

<b>Loan Type</b>	<b>Premium</b>	<b>Premium Recapture Period</b>
Non-QM Alt / Bank Statements Doc	<b>1.50%</b>	180 Days from date of loan funding
Non-QM Full Doc	<b>1.50%</b>	180 Days from date of loan funding
Non-QM Investment	<b>1.50%</b>	180 Days from date of loan funding
Agency	<b>1.50%</b>	180 Days from date of loan funding

\* **Premium is based upon the loan amount.**

Upon thirty (30) days' prior notice to Broker, Broker acknowledges that Lender may modify this schedule, which modification shall thereafter be binding upon the Broker.

6.2 **SET-OFF.** Without limiting the indemnity obligation of Broker hereunder, Broker agrees that Lender shall have the right to offset or recoup against any amounts owed by Broker pursuant to Section 6.1 or under this Agreement against any outstanding amounts owed by Lender to Broker .

## **ARTICLE 7 REMEDIES**

7.1 **INDEMNIFICATION.** If Broker, its loan officer, or one of Broker's employees knowingly provides Greenbox documentation that is determined to be falsified or falsely altered by Broker's employee after the loan closes and funds then Broker will repurchase the loan and remit all fees and income previously paid to Broker within 45 days to Greenbox.

Greenbox is responsible for the verification process pursuant to prudent underwriting standards prior to closing each loan submitted by Broker. Greenbox has the sole responsibility for underwriting each loan submitted under this Agreement by Broker pursuant to all applicable guidelines.

Should the loan fall into default or any collection process for any reason other than fraud proven to have been committed by an employee of Broker then the loan remains the responsibility of Greenbox including but not limited to all responsibility for collections, notices, foreclosure processes and proceedings, and Broker will not be responsible to repurchase the loan or return any broker fees, commissions, costs or other amounts paid to Broker by Greenbox or collected by Broker from the borrower.

7.2 **NON-WAIVER.** Nothing in this Article 7 shall be construed so as to limit, waive, prejudice, or impair any other rights or remedies Lender may have at law or in equity.

## **ARTICLE 8**

### **TERM; TERMINATION**

8.1 **TERM.** The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article.

8.2 **TERMINATION.** Broker acknowledges that Lender may with or without cause, at its sole discretion, terminate Broker's participation in Lender's wholesale lending program, at any time, immediately upon providing written notice, at Lender's sole discretion. Broker and Lender agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver any specific loan, or of Lender to approve or fund any specific loan or loans under Lender's wholesale program. Such termination shall not in any respect change or modify the obligations of the parties with respect to (a) loan applications which have been submitted to Lender pursuant to Article 2 prior to the date of termination (except in the case of fraud) or (b) Broker's obligations under this Agreement accruing prior to the date of termination.

## **ARTICLE 9**

### **MISCELLANEOUS**

9.1 **ASSIGNMENT.** Lender shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without Lender's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event Lender assigns any of its rights in the Mortgage Loans closed hereunder, such assignee shall have the same rights as Lender with respect to this Agreement.



- 9.2 **NOTICES.** Any notice or demand shall be in writing and shall be deemed to have been given if either served personally or sent by prepaid, registered or certified mail, return receipt requested, or by overnight courier. Notices shall be addressed to each party as indicated on the page of this Agreement where such party has executed this Agreement. Either party may give notice of its change of address by written notice to the other. Nothing in this paragraph shall be interpreted to restrict Lender's right to modify Lender's underwriting guidelines or requirements, or to publish such modifications in writing or by electronic means including, but not limited to, transmission by copier or posting to the Lender website.
- 9.3 **BOOKS AND RECORDS; COOPERATION.** Broker shall prepare and maintain files of Mortgage Loans in accordance with applicable guidelines established in the industry and applicable law. Broker will cooperate with Lender in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with Lender, its auditors and/or regulatory examiners in any audit of Lender and in any regulatory examination of Lender.
- 9.4 **RELATIONSHIP OF PARTIES.** Neither party is the partner, agent, employee or representative of the other, and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch or agent of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs.
- 9.5 **BROKERS.** Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Broker's entering into this Agreement with Lender, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.
- 9.6 **CONFIDENTIALITY.** Broker agrees that information concerning Lender's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this section. Confidential Information may include, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of Lender in various forms, which information is used or is useful in the conduct of Lender's business including Lender's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of Lender only in connection with performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to any person who does not need Confidential Information in order to perform under this Agreement. Broker shall maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to Lender upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent or notification requirement under any applicable federal or state information privacy law or regulation then in effect. In the event it is necessary for Broker to disclose Confidential Information to a third party in order to perform Broker's duties hereunder and Lender has provided Broker with written authorization to do so, Broker shall disclose only such Confidential Information as is necessary for such third party to perform its obligations to Broker. If requested by Lender, any employee, representative, agent or subcontractor of Broker shall enter into a non-disclosure agreement with Lender to protect the Confidential Information of Lender. A breach of Broker's confidentiality obligations may cause Lender to suffer irreparable harm in any amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the Lender the

right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Lender may have at law or in equity. Neither Party shall engage in any unauthorized disclosure, sharing, or use of any non-public personal information of individual consumers which a Party may receive from or on behalf of the other Party, other than for the lawful purpose for which such information was transmitted. Each party shall comply with the Gramm-Leach-Bliley Act and its implementing regulations.

- 9.7 **NON-SOLICITATION.** Broker shall not solicit the refinance of any Mortgage Loan originated by Broker and funded by Lender for a period of twelve (12) months after the closing date of such Mortgage Loan. Notwithstanding the foregoing, it is understood and agreed that promotions undertaken by Broker which are directed to the general public at large, or segments thereof (provided no such segment shall consist primarily of the mortgagors in connection with loans funded by Lender) including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio, television and/or internet advertisements, shall not constitute solicitation under this section 9.7. Broker further agrees that is will not solicit the employees of Lender for employment by, or association with, Broker during the term of this Agreement, and for a period of twelve (12) months after the termination of this Agreement.
- 9.8 **ADVERTISING AND TRADEMARK.** Broker shall not engage in any form of advertising whatsoever utilizing either the name of Lender or any subsidiary or affiliate of Lender or any of the product names, trade names, symbols or trademarks of any of Lender's loan products, unless specifically licensed in writing to do so.
- 9.9 **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof.
- 9.10 **MODIFICATION AND WAIVER.** Except as expressly stated to the contrary elsewhere herein, no termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement. or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by an authorized officer of the party or parties to be bound thereby. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Nothing in this paragraph shall be interpreted to restrict Lender's right to modify the Agreement as provided for elsewhere in this Agreement or to publish such modification in writing or by electronic means including, but not limited to, posting to the Lender website, along with the effective date of such modification. Broker shall be responsible for monitoring Lender's website for notice of any modification to this Agreement or to any other policies or procedures. Broker shall notify Lender of any objections to such modification within twenty (20) calendar days of the effective date of the modification or Broker shall be deemed to have consented to and bound by the modification as of the effective date thereof.
- 9.11 **MODIFICATION OF OBLIGATIONS.** Lender may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of an applicant or other persons obligated to Lender in connection with a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.
- 9.12 **SURVIVAL OF PROVISIONS.** If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

9.13 **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and

enforced in accordance with, applicable federal law and the laws of the State of California. Any action arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court located in the State of California. Further, each party expressly waives any objection which such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final un-appealed decision of those courts.

- 9.14 **AGREEMENT FAIRLY CONSTRUED.** This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.
- 9.15 **HEADINGS.** The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.
- 9.16 **GOOD FAITH DEALING.** The parties hereto agree to deal in good faith with each other at all times.
- 9.17 **EXPENSES.** Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including, but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.
- 9.18 **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 9.19 **BROKER CONSENT.** Approval of a broker application by Lender and execution of this Agreement by both parties are required prior to participation in Lender's wholesale lending program. Broker and its owners, officers and employees are subject to a background check as part of Lender's application review process and on-going monitoring of brokers participating in Lender's wholesale lending program. These checks may be performed by Lender, its subsidiaries and affiliates, or in whole or in part by a third party service provider ("Service Provider") on Lender's behalf. Broker acknowledges that, as part of Lender's application review process. Lender will receive for its review and verification a broker application provided by Broker to Lender or Service Provider, and that either or both of Lender and Service Provider may perform due diligence reviews of the broker application. Broker hereby consents to this review process and to Lender's use of the Broker application and related materials ("the Broker Package") as described herein and authorizes Lender, its subsidiaries and affiliates, or Service Provider to verify any information contained in the Broker Package with the sources referenced therein. Broker further authorizes Lender to consult such other sources, and perform such additional due diligence as Lender deems necessary, in its sole discretion, to evaluate Broker's application and continuing qualification for participation in Lender's wholesale lending programs. Broker hereby gives its express consent to receive facsimile transmissions (hereafter referred to as "faxes"), emails and other electronic communication from Lender and its employees, parents, subsidiaries, affiliates, agents and/or assigns (hereafter collectively referred to as "Lender"), including, but not limited to, those faxes that may constitute advertisements of the various loan programs, products and/or services offered from time to time by Lender. This consent to receive faxes shall apply to all telephone facsimile numbers of Broker, its employees or agents. This consent shall remain in effect until it is revoked in a writing delivered to Lender at the address contained in this Agreement. Broker also agrees that should it access any of Lender's Mortgage Loan Programs electronically that it will be subject to any separate Terms and Conditions contained on Lender's Internet site and or a third party where the Lenders site is housed.
- 9.20 **RELEASE OF LIABILITY.** Broker hereby discharges and releases Lender, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorney's fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to Lender's use of the Broker Application Package or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold Lender harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

**IN WITNESS WHEREOF**, the parties have freely entered into this Agreement as of the date first set forth above.

**GREENBOX LOANS INC.**

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
Officer (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## BROKER COMPENSATION QUESTIONNAIRE AND ACKNOWLEDGMENT

Broker hereby acknowledges that Broker must comply with the CFPB Rule on Loan Originator Compensation (“the Rule”) for all loan files received by Greenbox Loans, Inc. that are subject to the Rule; that is, on any consumer loan secured by a dwelling.

By initialing below, Broker represents warrants and covenants, with respect to every loan file submitted to Greenbox Loans, Inc., as of the date of submission, and at all times thereafter, as provided below:

Plan Components	Initials
Any and all of Broker’s compensation plans for its loan originators are fully compliant with the requirements of the Rule.	
None of Broker’s compensation agreements are based on any term of a loan other than the loan amount, or any “proxy” for any term, as such terms are used in the Rule.	
All Lender-paid compensation shall be based solely on a fixed percentage of the loan amount, subject to any fixed minimum or maximum dollar limits established by Greenbox Loans, Inc. in advance.	
If Broker receives compensation from the consumer (“borrower-paid”), Broker shall not receive compensation, directly or indirectly, from any person other than the consumer in connection with that transaction. If Broker receives compensation from Lender, Broker may not receive any compensation from any other source, including the consumer.	
Broker will include with every loan file submitted to Greenbox Loans, Inc., factual documentation of compliance with the safe harbor and anti-steering provisions of the Rule, including copies of an executed Loan Options Disclosure.	
Records of compensation policies and of the loan-level compensation paid to loan originators will be retained for a minimum of three (3) years or such longer period as may be required by law. At any time upon reasonable request, Broker will provide Greenbox Loans, Inc. the ability to access and copy all such records for the purposes of determining compliance, or in the event of any claim, audit or examination.	

\_\_\_\_\_  
Broker of Record Signature

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

\_\_\_\_\_  
Date



## COMPENSATION PLAN AGREEMENT

**Broker:** \_\_\_\_\_

This GreenBox Loans, Inc. Compensation Plan Agreement is entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_ by and between GreenBox Loans, Inc. (Lender), and \_\_\_\_\_ (Broker) doing business as \_\_\_\_\_

Broker agrees to the following terms and conditions for all residential mortgage loan applications submitted to Lender for funding consideration:

**1. Lender-Paid Compensation Plan Designation:**

- A. Lender-paid compensation will be based on the fixed percentage of the loan amount selected by Broker (below), which percentage shall be applied to all loans submitted by Broker to Lender regardless of loan product, loan purpose or loan terms.
- B. If Broker receives lender-paid compensation, Broker shall not receive compensation from any other source in connection with that mortgage loan.
- C. Broker has provided actual and necessary goods, services and/or facilities in connection with the mortgage loan.
- D. Broker has submitted fully executed copies of all required disclosures in connection with the mortgage loan.
- E. Broker compensation will be based on the lender-paid compensation designation in effect at the time the loan application package is submitted to Lender for funding consideration.
- F. If Broker owns two subsidiary mortgage brokerages, the affiliates must be viewed as one for purposes of lender-paid compensation.
- G. Brokers are not permitted to credit any portion of lender-paid compensation to the borrower.
- H. All lender-paid compensation will be paid only to the Broker noted above.
- I. Broker shall ensure that all compensation paid to its loan originators is compliant in all respects with applicable law including, without limitation, Regulation Z.
- J. Lender-paid compensation is available only on certain programs. Check Lender's rate sheet for availability.

**\* LENDER-PAID COMPENSATION PLAN – Loan Amounts up to \$699,000**

Mark one	Lender Paid Compensation Plan	Broker Initial / Signature
	Plan 0.75% - Compensation Percentage	
	Plan 1.00% - Compensation Percentage	
	Plan 1.25% - Compensation Percentage	
	Plan 1.50% - Compensation Percentage	

\* LENDER-PAID COMPENSATION PLAN – Loan Amounts \$700,000+

Mark one	Lender Paid Compensation Plan	Broker Initial / Signature
	Plan 0.75% - Compensation Percentage	
	Plan 1.00% - Compensation Percentage	
	Plan 1.25% - Compensation Percentage	
	Plan 1.50% - Compensation Percentage	

NOTE: Broker cannot charge a processing fee. (They can only receive compensation from one source.) A **licensed contract processor**, with an NMLS number, may be paid as a third party.

2. **Consumer-paid compensation:** Consumer-paid (or borrower-paid) compensation may be negotiated by Broker with the borrower and may vary on each individual loan transaction. Lender is not responsible for, nor a party to, the consumer-paid compensation agreement entered into between the borrower and Broker. Broker agrees that all consumer-paid compensation will comply in all respects with applicable law including, without limitation, Regulation Z. If Broker receives compensation from the borrower, it shall not receive compensation, directly or indirectly, from any other source, including Lender, in connection with that transaction. Consumer paid compensation may include seller concessions.
3. **Effective Dates:** Lender-paid compensation percentages shall not vary while this Compensation Plan Agreement is in effect. The lender-paid compensation plan above will remain in effect on incoming loan submissions until a new plan designation is made by Broker and accepted by Lender, subject to the available change date. The acceptance of all compensation plan changes elected by Broker will be in the sole discretion of Lender. Lender may permit lender-paid commission plan changes on a quarterly basis. Notice of Broker's election of a new compensation plan must be received by Lender no later than five business days prior to the beginning of a new quarter in order to be applied to loans submitted during that quarter.
4. **No Lender-Paid Compensation Plan Designation:** If Broker fails to select a lender-paid compensation plan and there is no lender-paid Compensation Plan Agreement then in effect, lender-paid compensation will default to Lender's lowest offered plan for all transactions received during that period.
5. **Pre-Submission Locks (To Be Delivered TBD Locks):** From time to time Lender may allow Broker to lock the interest rate for a loan application prior to delivery of the mortgage file from Broker to Lender. Lender-paid compensation will be paid based on the compensation plan in effect at the time of file delivery.
6. **Change or Discontinuance of Compensation Plan:** Lender reserves the right, in its sole discretion, to modify or discontinue any compensation plan, or the terms of this Compensation Plan Agreement, at any time.
7. **Loan Estimate — Origination Charges:** Broker shall disclose the full and accurate amount of its loan origination fee in compliance with Regulation Z. The lender may, at its option reject the loan submission if Broker's Compensation has been inaccurately disclosed.

**Lender-Paid Compensation Plan Agreement Agreed:**

**BROKER**

\_\_\_\_\_  
*Principal /Officer (Print name)*

\_\_\_\_\_  
*Designation*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**GREENBOX LOANS INC.**

\_\_\_\_\_  
*Principal/Officer (Print name)*

\_\_\_\_\_  
*Designation*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*





## AUTHORIZATION/RELEASE FOR COMPANY, OWNERS AND PROFESSIONALS

\_\_\_\_\_ (the "Applicant") acknowledges that as part of the due diligence process undertaken by Greenbox Loans, Inc. that the Applicant and/or all Owners and Professionals will be subject to a background and experience examination. Applicant further acknowledges that the Applicant benefits from the efficiencies in the due diligence process mortgage industry entities engage in by the exchange information about their experience in doing business with professionals and entities, such as the Applicant. Therefore, the Applicant hereby consents and gives Greenbox Loans, Inc. permission to obtain information about Applicant, and/or all Owners and Professionals (including all employees/contractors) including but not limited to, professional history information, criminal record information, credit information and other public record information.

Greenbox Loans, Inc. performs quality control reviews of the loans that Applicant submits for registration, review, underwriting and/or purchase. Applicant agrees and gives its consent that Owners, Professionals and its employees will release any and all information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Greenbox Loans, Inc. and any vendor/trade organization that is used to obtain information regarding Applicant and/or all Owners, Professionals and Loan Applications.

I hereby acknowledge that I have been authorized by the above-named company ("Company") to act on its behalf. Furthermore, I hereby authorize Greenbox Loans Inc., to obtain personal consumer reports/credit information from one or more of the three national credit repositories (Equifax, Experian, Trans Union) so that Greenbox Loans, Inc. can use the information to approve the Wholesale Broker Application. This authorization is intended to comply with the consumer report request as set forth in 15 U.S.C. 1681b9a) (2).

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

## LOAN FRAUD ZERO TOLERANCE

All approved Wholesale Loan Brokers and Correspondents must be aware that the licensed mortgage broker bears the responsibility for all actions of the broker's employees or licensees. The broker is responsible for the content and quality of each application taken and each loan submitted to Greenbox Loans, Inc.

### THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

#### 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-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information of documentation that is known, should he known, or should be suspected to be inaccurate.
  - a) Simultaneous or consecutive processing of a multiple owner occupied loans from one applicant and supplying different information on each application.
  - b) Allowing applicant or interested third party to "assist with the processing of the loan."
6. Broker's non-disclosure of relevant information.

#### Impact of Loan Fraud

The effect of "Loan Fraud" is costly to all parties involved. Greenbox Loans, Inc. stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and if sold will require repurchase by Greenbox Loans, Inc. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

#### Consequences to Broker

1. Criminal (prosecution)
2. Loss of Real Estate Broker's License
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by Greenbox Loans, Inc.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with Greenbox Loans, Inc.

**I have read the here going and understand Greenbox Loans, Inc.'s position on "Loan Fraud".**

\_\_\_\_\_  
Principal Officer Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker of Record Signature (if not a principal)

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

\_\_\_\_\_  
Date

## Broker AML Certification

---

\_\_\_\_\_ (“Broker/Company”) hereby certifies to Greenbox Loans Inc. (“Lender”) that Company has met and will meet on an ongoing basis all of the responsibilities and obligations listed below:

### RESPONSIBILITIES & OBLIGATIONS

1. Broker/ Company has implemented and will maintain a satisfactory Anti-Money Laundering (AML) Program as required by 31 CFR Parts 1010 and 1029, including without limitation the following:
  - a. The development of effective internal policies, procedures, and controls;
  - b. The designation of a qualified compliance officer;
  - c. An ongoing AML employee training program; and
  - d. An independent audit function to test the AML Program
2. Broker/ Company will perform all obligations under the Anti-Money Laundering laws and regulations, and any amendment thereto, as to (i) verifying the identity of each customer or client of Broker/Company, and (ii) monitoring, recordkeeping, reporting and other obligations regarding transactions and other activity with each customer.
3. To the extent not otherwise addressed above, Broker/Company and its agents or affiliates will operate in conformity with all applicable federal and state laws, rules and regulations in obtaining and/or processing loans that are ultimately funded or purchased by Interbank.
4. Broker/Company will ensure that it obtains an independent audit by a duly qualified and unrelated party or employee of Broker/Company’s compliance with the requirements of the Anti-Money Laundering laws and regulations, including independent testing of such compliance.
5. Broker/ Company will make any information and records regarding any of the above matters Available to Greenbox upon request.

### CERTIFICATION

The above is certified and verified as accurate by Broker/ Company as of the date set forth below. Company will ensure the above remains accurate for so long as company has any dealings with Interbank and will promptly notify Greenbox in the event that any of the above ceases to be accurate at any time.

**BROKER/COMPANY:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

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

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



## BROKER AFFILIATION

Greenbox Loans, Inc. would like to thank you for your continued business and support.

We would like to notify you that there is a new change implemented in the disclosures in regards to your affiliation with either: a Title Company, Escrow Company, or Real Estate Company.

Please check all that apply so we can update our records for future reference:

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

- Title Company
- Escrow Company
- Real Estate Company
- Not Applicable/Affiliated

Thank You!

Greenbox Loans, Inc.



3250 Wilshire Blvd., Suite # 1900  
Los Angeles, CA 90010

# 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>	<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; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	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 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.

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## 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 on page 3.

<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.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

By signing the filled-out form, you:

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

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. 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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. 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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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 Regulations 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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or 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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





# BPC vs. LPC Comparison Chart

	Borrower-Paid Compensation	Lender-Paid Compensation
Source of compensation	All Broker compensation is paid from the Borrower's own funds	All Broker compensation is paid directly from Greenbox
Variation in Compensation	All compensation is negotiated between the Broker and the Borrower and is paid from Borrowers own funds, therefore, this can vary from one loan to the next.	All compensation is paid to the Broker from the Lender, at a predetermined margin, and cannot vary from one loan to the next.
Premium Pricing	May be used to pay toward Borrower's third party charges, but cannot be credited toward any portion of the Broker's compensation	Any premium pricing must be credited toward the Borrower's third party charges or Gbox fees, as Lender-Paid Compensation can never increase or decrease. This credit cannot exceed the total of third party charges and Gbox fees.
Broker Credits	Broker may reduce their compensation and offer credits toward the Borrower's third party charges	Broker cannot reduce their compensation. However when the YSP exceeds the predetermined LO comp margin, the overage will be credited to borrower's third party charges.
Processing Fees	Broker is allowed to charge processing fees to the borrower	Broker cannot charge processing fee. (They can only receive compensation from one source.) A <b>contract processor</b> , with an NMLS, MLO & DRE Broker's License, may be paid as a third party.
SellerContribution	Seller contributions are considered borrower funds and therefore, can be credited toward Broker compensation	Seller contributions are considered borrower funds and therefore, cannot be credited toward Broker compensation, as the Broker cannot receive comp from both the borrower and the lender

