



## NON DELEGATED CORRESPONDENT APPLICATION

### Application Submission Checklist

Company Name		Date
Contact	Account Executive:	

#### *Required Sections of the Application*

- ☐ Corporate/Home Office Information
- ☐ Questionnaire
- ☐ Corporate Resolution
- ☐ Certification & Authorization
- ☐ Correspondent Setup Form
- ☐ Social Security Number Disclosure
- ☐ Affiliated Entities Form
- ☐ Limited Power of Attorney
- ☐ W-9 form (Properly executed IRS form W-9)
- ☐ Non Delegated Correspondent Agreement

#### *Required Attachments*

- ☐ Resumes of all Principal(s)/Senior Officers, Manager(s) and Branch Manager(s)
- ☐ Copy of Articles of Corporation / Partnership / Subchapter S. Corp.
- ☐ Copy of Statement of Information or Resolution of Officers
- ☐ Signed and Dated Most Recent P & L Statement and Balance Sheet (Minimum of \$150,000.00 required for Net Tangible Asset)
- ☐ Quality Control Plan
- ☐ Hiring Procedure (Must state "We are checking all employees, including management, against the GSA, LDP, and FHFA SCP List")



## NON DELEGATED CORRESPONDENT APPLICATION

### Corporate / Home Office Information

Legal Business Name:

Federal TaxID Number/EIN:

Address:

City:

State:

Zip:

Phone:

Fax:

Website:

Primary Contact Name:

Title:

Phone:

Email Address:

Type of Organization (Check One): ☐ Bank ☐ Credit Union ☐ Mortgage Banking Entity

Organization Ownership (Check One): ☐ Privately Held ☐ Publicly Traded

State of Organization:

County:

FDIC/NCUA Certificate Number:

MERS Org ID:

Holding Company Name (If Applicable):

MERS Type:

Holding Company Federal Tax ID Number/EIN:

NMLS #:

Three References: (List All FNMA/FHLMC Wholesale Lenders with Whom You Are Approved)		
Company	Contact Person	Email Address

### Questionnaire

Please answer each question below by selecting “Yes” or “No” in the box to the right of each question. If you answer “Yes” to questions 1-9 provide an explanation in the space provided.

1. Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation in the past 7 years?
2. Has your company, and/or principals or corporate officers, ever filed for protection from creditors under any provision of the bankruptcy laws within the past 7 years?
3. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency in the past 7 years?
4. Has any investor requested the repurchase of mortgages or requested an indemnity in the last 7 years?
5. Has your company had a Mortgage Insurance Master Policy cancelled or suspended in the last 7 years?
6. Has your company ever had unfavorable findings with regard to mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency?
7. Has any owner, partner, officer, director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA, or FHLMC in the last 7 years?
8. Has there been a material change in company ownership, board of directors or senior management in the past 5 years?
9. Have you acquired or terminated ownership with any other businesses in the past 5 years?
10. Does your employee hiring procedure include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?
11. Does your company follow the recommended quality control guidelines for responsible lending of either Fannie Mae or Freddie Mac?
12. Does your company have an Anti-Money Laundering program in place?



## NON DELEGATED CORRESPONDENT APPLICATION

### Corporate Resolution

#### *Certification Regarding Corporate Authority*

To give assurances to the parties entering into the Broker Agreement and/or Correspondent Loan Purchase Agreement, Correspondent Lending Seller Guide and any affiliated Contract Documents (the “Agreement(s)”) with NMSI, Inc., the following information is certified as being true and accurate by the undersigned officer of

\_\_\_\_\_ (the “ Company “):

1. The Company is in good standing in the state of its incorporation;
2. The Company has obtained the necessary authority from its Board of Directors to enter into the Agreement(s) and to execute the Agreement(s) and any other documents necessary to carry out the Agreement(s).
3. The Agreement(s) and any other necessary documents, once executed by the Company, constitute valid and enforceable Agreement(s), whether or not such execution pre-dates this certification.
4. The following individuals are duly elected officials of the company holding the office or position set opposite their names, each having full authority to bind the company to the terms and conditions of the Agreement(s).

Name	Title	Signature

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

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

Printed/typed Name: \_\_\_\_\_

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



**Certification & Authorization**

***Certification & Authorization***

The undersigned declares that the statements set forth in this Wholesale Application and in any documents provided to NMSI, Inc. in connection with this application are true and correct. The undersigned authorizes NMSI, Inc. to obtain any other information it may deem necessary about the named company and its principals from any sources, including any agency, investor, credit bureau, PMI company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity. The undersigned acknowledges that such reports and information will be obtained and used only in connection with NMSI, Inc.' approval of applicant's eligibility to conduct business with NMSI, Inc. and not for any consumer credit or other purpose. It is further understood that any misrepresentation on this application could result in criminal action and the termination of such relationship. A facsimile signature on this application shall substitute for, be as binding as, and have the same legal effect as an original form signature.

NMSI, Inc. agrees that any financial information provided by the applicant will be treated as confidential and will not be released to any third party unless required by law or court order

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

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

Printed/typed Name: \_\_\_\_\_

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



## Correspondent Setup Form

### *Trustee Information*

Trustee (only required if originating in **AZ, CA, CO, DC, ID, MD, NE, NV, NC, OR, TN, TX, UT, VA, WA or WV**) – Used for Deed of Trust. Attach additional if needed.

Trustee Name:

Trustee Address:

City:

State:

Zip:

### *Post-Closing Document Information*

#### **Customer Service**

Required for NMSI Inc. "Hello Letter" sent to client at servicing transfer.

Contact Person:

Phone:

Hours of Operation:

Time Zone:

Customer Service Address:

City:

State:

Zip:

---

#### **Payee Name**

Identifies entity borrower makes payment(s) to (i.e. "ABC Bank" or "XYZ Servicer") on NMSI, Inc. 'Hello Letter' sent to borrower at servicing transfer.

Payee Name:

---

#### **Payment Information**

Required for NMSI, Inc. 'Hello Letter' sent to client at servicing transfer.

Payment Contact Person:

Phone:

Online Payment Website:

Phone Payment Hotline:

Payment Address:

City:

State:

Zip:

Payment P.O. (Drop) Box Address:

City:

State:

Zip:



## NON DELEGATED CORRESPONDENT APPLICATION

---

### Correspondent Setup Form

#### *Contact Information*

Please provide contact information in the event we need to contact you with questions to complete the loan purchase.

#### Post-Closing Contact

Name:

Phone:

Email Address:

---

#### Secondary Market Contact

Name:

Phone:

Email Address:

---

#### Servicing Contact

Name:

Phone:

Email Address:

---

#### Warehouse Lending

Please provide the information below. If there are more than five (5), Please attach a list of the Warehouse Lenders.

Warehouse Lender	Contact Name	Contact Phone #	Line Amount



**Social Security Number Disclosure**

***Ownership Information (Not applicable to Banks & Credit Unions)***

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:

Owners Name:	Ownership %:	SSN:
Address:		
City:	State:	Zip:
		NMLS ID:







## Portal Access Request Form

Partner Name:  
QLMS Account Executive:

Provide contact information for all employees needing access to QLMS Web Portal and internal systems. Select the Security Level associated with each employee on the table in Security Levels section.

### *Originating Division/Branch Information*

Complete the information requested for each branch office that will be **originating** mortgages. Make copies or attach a list if needed for additional branches.

Main Office: NMLS ID:

Address:

City: State: Zip:

Phone: Fax:

State/Federal Charter: Type of Company

---

Division/Branch Name: NMLS ID:

Address:

City: State: Zip:

Phone: Fax:

---

Division/Branch: Name: NMLS ID:

Address:

City: State: Zip:

Phone: Fax:

---

Division/Branch Name: NMLS ID:

Address:

City: State: Zip:

Phone: Fax:

**Affiliated Entities Form*****Certification of Affiliated Entities*****Name of Broker/Correspondent Lender:**

Pursuant to Section 4.4 of the broker agreement that you signed, it was agreed that use of affiliated service providers would not be used in any mortgage loan transaction unless you first notified NMSI, Inc. Mortgage Services. Under new mortgage rules effective January 2014 that changed and made more restrictive the definition of points and fees as it applies to the Ability to Repay/Qualified Mortgage Rule as well as the Homeownership Equity Protection Act ("HOEPA"), we need to know whether an affiliated service provider is being used in a transaction to accurately calculate the points and fees. As a result, we need your cooperation in supplying us with this required information by disclosing to us the name of any affiliated service provider that you transact business with and certify to this fact.

Does your company maintain an affiliated business relationship\* or transact business with an affiliated service provider? Yes / No:

An affiliated business relationship is defined as having a minimum 20% ownership stake in another firm.

**Affiliated Entity Name:****Address:****City:****State:****Zip:****Nature of Service Provided (Check all that apply):**☐ Title Services☐ Settlement Services☐ Appraisal Services☐ Real Estate Services☐ Insurance☐ Wealth Management

Other (Describe):

**Affiliated Entity Name:****Address:****City:****State:****Zip:****Nature of Service Provided (Check all that apply):**☐ Title Services☐ Settlement Services

Appraisal Services

Real Estate Services

☐ Insurance☐ Wealth Management

Other (Describe):

I/We hereby certify that the above information is accurate and that NMSI, Inc. Mortgage Services may rely upon the information that I have provided. Failure to disclose or use of affiliated business entities without the disclosure of such relationship(s) and the express written authorization by Lender is considered a breach of contract in accordance with section 4.4 of the Broker Agreement, and the Correspondent Seller Guide.

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

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



## NON DELEGATED CORRESPONDENT APPLICATION

---

### Limited Power of Attorney

\_\_\_\_\_ (“Correspondent”), *(full legal name of Correspondent and all d/b/as)* is a *(check one)*:

- ☐ corporation,
- ☐ limited liability corporation,
- ☐ partnership,
- ☐ limited partnership,
- ☐ sole proprietorship,
- ☐ \_\_\_\_\_ *(other)*

which is *(check one)*:

- ☐ incorporated in
- ☐ registered in
- ☐ principally located in \_\_\_\_\_ *(state)*.

Correspondent appoints NMSI, Inc., and its successors and assigns (“NMSI”), as the true and lawful attorney-in-fact for Correspondent for any mortgage loan (“Loans”) which NMSI has purchased from Correspondent under any Correspondent Loan Purchase Agreement(s) between Correspondent and NMSI (“Agreement”). Under this Limited Power of Attorney, NMSI may:

1. Execute in Correspondent’s name, by the signature of any authorized NMSI employee or agent: any and all documents in connection with the Loans including, but not limited to, loan applications, disclosures, notices, affidavits and agreements, and any and all documents for the purpose of assigning and transferring to NMSI any and all mortgages, deeds of trust, security instruments, and the related notes, including, but not limited to, the assignments of mortgages, deeds of trust, and security instruments, the note, affidavits and agreements. Correspondent gives and grants NMSI full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, and to supply information and make, correct, amend, endorse, accept or deliver all agreements and instruments, as fully, to all intents and purposes, as Correspondent might or could do if present at the doing thereof through one of its authorized representatives, with full power of substitution and revocation.;
2. Request and obtain loan documents and records, including but not limited to recorded mortgages, assignments, amendments or other documents, and may contact settlement agents, recorders’ offices, attorneys or such other parties who may be holding such documentation and may request, on behalf of Correspondent, that such documentation be provided directly to NMSI;
3. Request and obtain original title commitments, policies and endorsements, and contact settlement agents, title agents, attorneys or title insurers or such other parties who may be holding such documentation and may request, on behalf of Correspondent, that such documentation be provided directly to NMSI;
4. Request and obtain any mortgage payments made by borrowers that are payable to Correspondent but should be applied to Loans; and may endorse any checks for such payments so that such payments may be applied to such Loans; and



## NON DELEGATED CORRESPONDENT APPLICATION

### Limited Power of Attorney

5. Contact mortgage insurance companies, hazard insurance companies, or such other insurers that may insure any borrower, or any obligation under any Loan; and may request, in the name of Correspondent, that such insurers reissue policies or endorsements in such manner as NMSI, in its sole discretion, may request.

Correspondent ratifies and confirms all that NMSI shall lawfully do or cause to be done by virtue of this Limited Power of Attorney. Correspondent may only revoke this Limited Power of Attorney in writing and only upon the expiration of one-hundred eighty (180) days from the effective date of the Agreement's termination in accordance with the Agreement's terms, and this Limited Power of Attorney shall be deemed to be a power coupled with an interest for that purpose.

This Limited Power of Attorney does not modify or limit the representations; warranties; covenants; or obligations to indemnify, repurchase, or cure loan defects, contained in any agreement between NMSI and Correspondent.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Correspondent:

By: \_\_\_\_\_  
(Signature of authorized officer of Correspondent)

\_\_\_\_\_  
(Printed name of authorized officer)

\_\_\_\_\_  
(Title of authorized officer)

### Notary Acknowledgement

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned person appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument acknowledge to me that he/she/they executed the same in his/her/their capacity(ies) and by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf which the individual(s) acted, executed the instrument.

Notary Public \_\_\_\_\_  
State of \_\_\_\_\_, County of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Document Drafted and Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to:  
NMSI, Inc.  
2975 Wilshire Blvd. Ste. 600  
Los Angeles, CA 90010

**Request for Taxpayer  
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

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

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

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

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

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

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

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).



- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <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 Information, 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) entered on the line for a FATCA exemption code.

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<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 on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<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.)

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

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

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

**LOAN PURCHASE AGREEMENT**

This Non-Delegated Correspondent Loan Purchase Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between NMSI, Inc. ("NMSI") and; \_\_\_\_\_ ("Non-Delegated Correspondent"). In consideration of the terms contained in this Agreement, NMSI and Non-Delegated Correspondent agree as follows:

**1. PURCHASE AND SALE OF MORTGAGE LOANS**

From time to time, Non-Delegated Correspondent may sell to NMSI and NMSI may purchase from Non-Delegated Correspondent one or more residential mortgage, home equity or other loans ("Loan(s)") in accordance with the terms, conditions, covenants, requirements, procedures, representations and warranties set forth in this Non-Delegated Correspondent Loan Purchase Agreement, as may be amended from time to time, and NMSI Correspondent Seller Guide and all amendments bulletins, program requirements and supplements to such Manual (collectively hereinafter referred to as the "NMSI Correspondent Seller Guide"). NMSI and Non-Delegated Correspondent agree that the NMSI Correspondent Seller Guide is incorporated by reference herein and is part of the Non-Delegated Correspondent Loan Purchase Agreement (both documents shall be collectively referred to herein as the "Agreement").

For each Loan offered for sale by Non-Delegated Correspondent to NMSI, Non-Delegated Correspondent will deliver Loan documentation to NMSI in accordance with the applicable terms, conditions, requirements, procedures, representations and warranties set forth in this Agreement. NMSI may purchase Loans with or without conducting a complete review of the Loan documentation, NMSI's review of, or failure to review, all or any portion, at the Loan documentation shall not affect NMSI's rights to demand repurchase of a Loan or any other NMSI right or remedy provided by this Agreement.

For each Loan NMSI agrees to purchase, NMSI shall pay the amount agreed upon by NMSI and Non-Delegated Correspondent ("Purchase Price") in accordance with the applicable provisions of the NMSI Correspondent Seller Guide. NMSI may offset against the Purchase Price any outstanding fees or other amounts owing from Non-Delegated Correspondent to NMSI pursuant to this Agreement in connection with the particular Loan purchase or other transactions.

As of the date NMSI purchases each Loan and in consideration of the purchase of each Loan, Non-Delegated Correspondent agrees to (i) transfer to NMSI all of its right, title and interest in and to each Loan, including without limitation all documents held or subsequently acquired by Non-Delegated Correspondent relating to each Loan and (ii) execute all documents necessary to transfer such right, title and interest to NMSI.

**2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF NON-DELEGATED CORRESPONDENT**

As an inducement to enter into this Agreement and to consummate the transactions contemplated hereunder, the parties set forth below make the following representations, warranties, and covenants to the other and any successor in interest to such other party under this Agreement as of the date hereof, as of each and every date Non-Delegated Correspondent submits an Application to NMSI, and as of the date any related mortgage loan is closed and funded by NMSI. Each party 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.

### 2.1. DUE ORGANIZATION; GOOD STANDING

Non-Delegated Correspondent and NMSI each covenant, represent, and warrant that it 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 origination and closing of the mortgage loans subject to this Agreement.

### 2.2. AUTHORITY AND CAPACITY

Non-Delegated Correspondent and NMSI each covenant, represent, and warrant that it 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 validly authorized by all necessary corporate officers, board members, or other governing body or persons of each party to this Agreement. This Agreement constitutes a valid and legally binding Agreement between the parties, enforceable in accordance with its terms.

### 2.3. EFFECTIVE AGREEMENT; NO CONFLICTS

The execution, delivery, and performance of this Agreement by each party, its compliance with the terms hereof, and the 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), bylaws, partnership agreement, 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.

### 2.4. COMPLIANCE WITH ALL APPLICABLE LAWS

Non-Delegated Correspondent has complied, and shall comply, both in the conduct of business generally, and in its origination of each mortgage loan, with all applicable federal, state, and local laws, rules, and regulations, including without limitation:

- The Equal Credit Opportunity Act (ECOA) and Regulation B
- The Truth-in-Lending Act (TILA) and Regulation Z
- The Real Estate Settlement Procedures Act (RESPA) and Regulation X
- The Bank Secrecy Act (BSA) and 31 CFR Chapter X
- The Fair Housing Act
- The Gramm-Leach-Bliley Act (GLBA)
- The S.A.F.E. Mortgage Licensing Act and Regulations G and H
- The Mortgage Acts and Practices-Advertising (Regulation N)
- The Fair Credit Reporting Act (FCRA)
- All applicable state and local laws and regulations governing mortgage lending

Non-Delegated Correspondent represents and warrants that no mortgage loan is:

- (i) A High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act (HOEPA),
- (ii) A Higher-Priced Mortgage Loan as that term is defined under Regulation Z, except for programs and requirements that meet the criteria allowing HPML.
- (iii) A high-cost loan under any similar federal, state, or local law, or
- (iv) A mortgage loan that falls into any other classification under state law which is not eligible for purchase.

Non-Delegated Correspondent further represents and warrants that it, and its mortgage loan originators, are properly licensed or registered in all jurisdictions where required for the origination of mortgage loans as

provided for in this Agreement and agrees to maintain all applicable licenses, registrations, and approvals in good standing during the term of this Agreement. Non-Delegated Correspondent further represents and warrants that it shall not engage in any unfair, deceptive, or abusive acts or practices. Non-Delegated Correspondent has not used and shall not use any affiliated vendors without disclosure of such relationship and the express written authorization by NMSI.

## 2.5. DISCLOSURE OF POTENTIAL ACTIONS

Except as previously disclosed in writing to and acknowledged in writing by NMSI, neither Non-Delegated Correspondent nor any of its principals, officers, directors, managers, mortgage loan originators, or underwriters, has been suspended, terminated, sanctioned, or issued any administrative order, Cease and Desist decree, or been the subject of regulatory action by FHA, VA, FNMA, FHLMC, GNMA, any mortgage insurance company, or any federal, state, or local regulatory authority. Non-Delegated Correspondent shall immediately advise NMSI in writing of any inquiry, material complaint, or pending or threatened action against it or any of its principals, officers, directors, managers, mortgage loan originators, or underwriters.

## 2.6. INSURANCE REQUIREMENTS

Non-Delegated Correspondent shall maintain fidelity bond coverage of at least \$300,000 and errors and omissions insurance and shall provide evidence of such coverage upon request by NMSI.

## 2.7. BUSINESS INFORMATION

Non-Delegated Correspondent shall furnish to NMSI any necessary information related to its operations, compliance, and financial condition as reasonably requested.

## 2.8. ABILITY TO PERFORM

Non-Delegated Correspondent represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

## 2.9. REPRESENTATIONS, WARRANTIES, AND COVENANTS AS TO EACH MORTGAGE LOAN

As further inducement to NMSI to enter into this Agreement and to consummate the closing and funding of mortgage loans hereunder, Non-Delegated Correspondent makes the below-referenced representations, warranties, and covenants. Each of the following representations and warranties:

- (a) Applies to any and all Applications submitted by Non-Delegated Correspondent to NMSI,
- (b) Is for the benefit of NMSI and its successors and assigns,
- (c) Continues in full force and effect for so long as NMSI is subject to any risk of loss or liability as to any Application submitted by Non-Delegated Correspondent,
- (d) Is deemed to have been relied on by NMSI, 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.

## 2.10. COMPLIANCE WITH POLICIES AND PROCEDURES

The origination of each mortgage loan complies in all respects with the terms of this Agreement. Each Application submitted was originated by Non-Delegated Correspondent and not by a third party. All Applications, including all mortgage loan documents and 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 the Applicant and Non-Delegated Correspondent in such Applications 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.

#### 2.11. FRAUD PREVENTION

Non-Delegated Correspondent shall not submit any Application or related documents containing false or misrepresented information. Non-Delegated Correspondent shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Non-Delegated Correspondent, its employees or licensees, or the Applicant, or any other third party retained by or controlled by Non-Delegated Correspondent or Applicant (other than affiliates of NMSI) involved in the origination of the mortgage loan.

Non-Delegated Correspondent understands and agrees that in the event NMSI reasonably believes misrepresentations or fraud generated either through the Non-Delegated Correspondent (by any Applicant or third party), by the Non-Delegated Correspondent, or with the Non-Delegated Correspondent's knowledge exist in an Application or any related documents, NMSI may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Non-Delegated Correspondent acknowledges the importance of NMSI's right and necessity to disclose such information. Non-Delegated Correspondent waives any and all claims for liability, damages, and equitable or administrative relief in connection with NMSI's disclosure of such information.

#### 2.12. FHA LOANS

If the Application is delivered to NMSI for a loan intended to be insured by the Federal Housing Administration (FHA), it has been originated in conformance with all applicable FHA requirements and Non-Delegated Correspondent is authorized under applicable FHA regulations to originate an FHA loan. Non-Delegated Correspondent has taken no action or failed to take any action, the effect of which would prevent NMSI from obtaining FHA insurance or which would at any time invalidate, in whole or in part, the FHA insurance on any submitted Application which is subsequently approved, closed and funded by NMSI.

#### 2.13. APPRAISALS

Appraisal requirements shall be as set forth in the NMSI Correspondent Seller Guide

#### 2.14. COMPLIANCE WITH AGENCY REQUIREMENTS, FNMA, FHLMC OR INVESTOR GUIDELINES

All Applications submitted to NMSI shall be in full conformance with this Agreement, the Non-Delegated Correspondent Guide, and all applicable NMSI requirements. If the Application is submitted to the NMSI for a loan intended to be a conventional conforming loan, it has been originated in conformance with all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage-backed securities pool, as applicable, and is otherwise originated as an investment quality loan suitable for sale on the secondary market to a secondary market investor.

#### 2.15. NO OTHER AGREEMENTS

Except as otherwise permitted by NMSI, Non-Delegated Correspondent has not made, directly or indirectly, any payment on the mortgage loan, the Application, or any fee paid for goods and services rendered in connection with the origination and closing of the mortgage loan, or on any other loan of the Applicant from any other person or entity. Non-Delegated Correspondent 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 Non-Delegated Correspondent has not received a request for approval of or notice of any proposed assumption, loss draft, or payoff of the mortgage loan.

### 3. COSTS

Non-Delegated Correspondent shall pay all costs and expenses incurred in connection with the transfer and delivery of Loans to NMSI purchased pursuant to this Agreement, including but not limited to, Loan assignment preparation and recording fees, fees for title policy endorsements and continuations, the issuance, retrieval or recovery of any Loan insuring documents or other trailing documents applicable to a Loan, and Non-Delegated Correspondent's attorneys' fees.

### 4. CORRESPONDENT ADVERTISING; NON-SOLICITATION AND CUSTOMER PRIVACY

Non-Delegated Correspondent may advertise to the public the availability of various Loan programs, but Non-Delegated Correspondent may not, in any way, directly or indirectly identify NMSI in any such advertising unless NMSI has, in advance, approved use of NMSI's name in such advertising.

Non-Delegated Correspondent also agrees that it shall comply with the Gramm-Leach-Bliley Act and all other applicable federal, state or local laws related to the use, destruction and/or retention of the non-public personal and/or financial information associated with all Loans and the related Loan borrower(s) and mortgagors.

### 5. TERM

The term of this Agreement is one-year from the date of execution by NMSI unless terminated pursuant to Section 7 of this Agreement.

### 6. RELATIONSHIP BETWEEN NMSI AND CORRESPONDENT

This Agreement does not create any agency between Non-Delegated Correspondent and NMSI. Non-Delegated Correspondent shall conduct its business under this Agreement as an independent contractor and shall have the rights and responsibilities of an independent contractor. NMSI shall not be responsible for any actions or omissions by Non-Delegated Correspondent. Non-Delegated Correspondent agrees it will not represent, orally, in writing, by implication or otherwise, that it can act in any capacity on behalf of NMSI. NMSI is prescribing no marketing plan for Non-Delegated Correspondent and exercises no control over the methods, operations and practices of Non-Delegated Correspondent except as provided in this Agreement. Non-Delegated Correspondent acknowledges it is not selling or distributing NMSI's services, and NMSI has made no promise, representation or warranty regarding the profitability of any arrangement with Non-Delegated Correspondent or any Loan product or program made available to be purchased by NMSI. Non-Delegated Correspondent further acknowledges and agrees that NMSI may share with NMSI's affiliates for cross-sell and/or due diligence purposes any Confidential Information of Non-Delegated Correspondent regarding NMSI's relationship with Non-Delegated Correspondent.

Non-Delegated Correspondent and NMSI acknowledge that each will be providing the other party with valuable proprietary information ("Confidential Information") including, but not limited to, information regarding NMSI's or Non-Delegated Correspondent's products, programs, underwriting policies, procedures and customers. Except as necessary to perform its obligations under this Agreement to provide required information to its regulators or as required by law, each party will not disclose any Confidential Information to any person outside that party's organization and will limit access to this information within its organization on a strict "need to know" basis and will comply with the confidentiality provisions of the NMSI Correspondent



Seller Guide. Each party agrees to notify all of its directors, officers, employees and other agents of its obligations regarding Confidential Information and will cause such directors, officers, employees and other agents to comply with such obligations.

## 7. TERMINATION

7.1. 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 Section 7. This Agreement shall remain in effect unless terminated by either party in accordance with the provisions set forth herein.

7.2. TERMINATION BY NMSI Non-Delegated Correspondent acknowledges that NMSI may, with or without cause, terminate this Agreement at any time, immediately upon providing written notice to Non-Delegated Correspondent at NMSI's sole discretion. Such termination shall not in any respect change or modify the obligations of the parties with respect to: (a) Applications which have been submitted to NMSI pursuant to the terms of this Agreement prior to the date of termination (except in the case of fraud); or (b) Non-Delegated Correspondent's obligations under this Agreement accruing prior to the date of termination. NMSI may terminate this Agreement for cause immediately and without prior notice upon the occurrence of any of the following events: (i) A breach by Non-Delegated Correspondent of any representation, warranty, covenant, or obligation under this Agreement, which is not cured within the time period specified by NMSI, if applicable; (ii) The suspension, revocation, or expiration of any license required for Non-Delegated Correspondent to conduct its mortgage lending or brokering business; (iii) The filing of any bankruptcy, receivership, or similar proceeding by or against Non-Delegated Correspondent; (iv) The involvement of Non-Delegated Correspondent, its employees, officers, or agents in fraudulent activities, misrepresentations, or material omissions related to any mortgage loan transactions covered by this Agreement; or (v) NMSI determines, in its sole discretion, that Non-Delegated Correspondent's actions or business practices present an undue risk to NMSI's reputation, legal standing, or financial condition.

7.3. TERMINATION BY NON-DELEGATED CORRESPONDENT Non-Delegated Correspondent may terminate this Agreement with or without cause by providing NMSI with at least thirty (30) days prior written notice of termination. Such termination shall not relieve Non-Delegated Correspondent of any obligations arising prior to the effective date of termination, including but not limited to, outstanding obligations under repurchase, indemnification, or compliance with applicable laws.

7.4. EFFECT OF TERMINATION Upon termination of this Agreement for any reason: (i) Non-Delegated Correspondent shall immediately discontinue any activities related to submitting Applications to NMSI; (ii) Non-Delegated Correspondent shall, at NMSI's request, provide NMSI with all Loan documents, disclosures, records, and files related to any Loan submitted or originated under this Agreement; (iii) NMSI shall not be obligated to purchase any Loans not approved prior to the termination date, except as otherwise agreed in writing; and (iv) Non-Delegated Correspondent shall immediately cease using any of NMSI's proprietary materials, guidelines, systems, or branding elements.

7.5. SURVIVAL OF OBLIGATIONS All of the representations, warranties, and covenants made by Non-Delegated Correspondent herein, as well as any obligations related to repurchase (Section 11), indemnification (Section 11), non-solicitation (Section 4), confidentiality (Section 13), and compliance with laws, shall survive any termination of this Agreement. These obligations shall remain in full force and effect regardless of whether NMSI was aware of any breach or misrepresentation prior to termination.

7.6. CONTINUATION OF LIABILITY Termination of this Agreement shall not relieve Non-Delegated Correspondent of any liability or obligation under this Agreement, including: (i) Any obligation related to repurchase or reimbursement for Loans that are later found to have been originated in violation of NMSI's requirements, guidelines, or applicable laws; (ii) Any obligation to defend, indemnify, or hold NMSI harmless against losses, damages, penalties, or claims arising from actions taken by Non-Delegated Correspondent prior to termination; (iii) Any obligation to cooperate with NMSI in resolving outstanding loan-related matters, including documentation requests, borrower disputes, or legal inquiries.

7.7. RETURN OF DOCUMENTS AND MATERIALS Upon termination of this Agreement, Non-Delegated Correspondent shall promptly return to NMSI all confidential information, marketing materials, system access credentials, and any other proprietary materials provided by NMSI during the term of this Agreement. Non-Delegated Correspondent shall not retain copies of such materials, except as required for regulatory compliance.

7.8. FINAL ACCOUNTING AND SETTLEMENT Within thirty (30) days following the termination of this Agreement, NMSI and Non-Delegated Correspondent shall complete a final accounting and settlement of any outstanding fees, charges, or reimbursements due under this Agreement. Any disputes related to final settlement shall be resolved in accordance with the dispute resolution provisions set forth in this Agreement.

## 8. ASSIGNMENT

8.1. ASSIGNMENT BY NMSI NMSI shall have the absolute right to assign or transfer this Agreement, including all of its duties, obligations, and rights hereunder, to any affiliate, successor entity, or third-party assignee without obtaining prior consent from Non-Delegated Correspondent. Such assignment may include: The rights to purchase, hold, or manage mortgage loans originated under this Agreement; The servicing or administration of Loans purchased hereunder; Any authorization or information provided by Non-Delegated Correspondent in connection with NMSI's approval or recertification. If NMSI assigns any of its rights in the mortgage loans closed hereunder, such assignee shall have the same rights and remedies as NMSI under this Agreement.

8.2. LIMITATIONS ON ASSIGNMENT BY NON-DELEGATED CORRESPONDENT Non-Delegated Correspondent shall not assign, transfer, delegate, or subcontract any of its duties, obligations, or rights under this Agreement without NMSI's prior written consent. Any attempted assignment without such consent shall be null and void. For purposes of this Agreement, the following shall be considered an assignment requiring NMSI's prior written consent: A change in ownership of Non-Delegated Correspondent where fifty percent (50%) or more of voting control is transferred; A merger, consolidation, or reorganization of Non-Delegated Correspondent; The sale or transfer of substantially all of Non-Delegated Correspondent's assets or business operations. Any approved assignment shall not relieve Non-Delegated Correspondent of any obligations under this Agreement.

8.3. EFFECT OF ASSIGNMENT Upon any approved assignment by either party: The assigning party shall notify the other party in writing of the effective date of such assignment; The assignee shall be bound by all terms, conditions, obligations, and warranties under this Agreement; Non-Delegated Correspondent shall cooperate in good faith with NMSI or its assignee to ensure a smooth transition of outstanding Loan commitments.

8.4. SUCCESSIONS AND ASSIGNS This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, permitted assigns, and legal representatives. No assignment shall impair or limit the rights of any party to enforce obligations under this Agreement.

#### 9. NON-EXCLUSIVE AGREEMENT

Either party shall be free to market its products and services to, and to contract with, other parties and customers as it deems appropriate in compliance with this Agreement.

#### 10. ADDITIONAL COVENANTS

- (a) Non-Delegated Correspondent will allow NMSI to periodically investigate the financial (including, but not limited to, obtaining corporate and/or individual credit reports) and other status of Non-Delegated Correspondent and, if necessary, the financial and other status of Non-Delegated Correspondent's directors, officers and/or employees. Non-Delegated Correspondent shall cooperate with NMSI to obtain the written consent of one or more of Non-Delegated Correspondent's directors, officers and/or employees to such periodic investigation. Non-Delegated Correspondent agrees that the failure to obtain such consent may result in the termination of this Agreement. Non-Delegated Correspondent will promptly respond to or otherwise comply with NMSI's reasonable request(s) for periodic financial statements, results of any quality control programs and any other documentation required by NMSI. Non-Delegated Correspondent shall, upon request by NMSI, execute supplemental resolutions, acknowledgments and/or certifications as may be reasonably necessary to evidence power, authority and capacity of Non-Delegated Correspondent to enter and perform under this Agreement.
- (b) Non-Delegated Correspondent will immediately notify NMSI if it (i) breaches any representation, warranty or covenant of this Agreement and/or (ii) becomes subject to any enforcement and/or investigative proceeding by any licensing or regulatory authority or agency and/or (iii) is named as a party or becomes involved in any material litigation.
- (c) Non-Delegated Correspondent will immediately notify NMSI if Non-Delegated Correspondent and/or any of its principal director(s) or owner(s) (i) becomes the debtor in any voluntary or involuntary bankruptcy proceeding, (ii) requests the appointment of a receiver and/or (iii) has incurred or is likely to incur a material, adverse change in its/their financial condition.
- (d) Non-Delegated Correspondent will immediately notify NMSI of any material change in ownership and/or management.
- (e) Non-Delegated Correspondent will review the NMSI Correspondent Seller Guide. Failure to review the NMSI Correspondent Seller Guide will not relieve Non-Delegated Correspondent of any liability hereunder.

#### 11. CURE OR REPURCHASE/INDEMNIFICATION

The representations, warranties, and covenants set forth in this Agreement shall survive the sale of the Loans to NMSI and shall inure to the benefit of NMSI, notwithstanding any knowledge qualifiers, any restrictive or qualified endorsement on any mortgage note or assignment of mortgage, or the examination or lack of examination of any mortgage file.

If NMSI, in its sole and exclusive discretion, determines: (i) A breach of any representation, warranty, or covenant contained in this Agreement exists as of the date NMSI purchased such Loan; (ii) Any Loan was or is capable of being rescinded by the applicable borrower(s) pursuant to the provisions of any applicable federal (including, but not limited to, the Truth-In-Lending Act) or state or local law or regulation; and/or (iii) Any Loan was subject to an Early Payment Default as defined in the NMSI Correspondent Seller Guide, an Early Payoff, or any other payment-related defect as defined in the NMSI Correspondent Seller Guide, Non-Delegated Correspondent shall, upon notification by NMSI, promptly take all necessary steps to correct or cure such defect to the full and complete satisfaction of NMSI. If Non-Delegated Correspondent is unable to correct or cure the defect, NMSI shall have the sole discretion to require Non-Delegated Correspondent to either: (i) Repurchase the defective Loan(s) from NMSI at the Repurchase Price as defined in the NMSI Correspondent Seller Guide ("Repurchase Price"); or (ii) Agree to alternative remedies as NMSI deems appropriate, including, but not limited to, additional indemnification or a refund of a portion of the Loan(s) Purchase Price.

If NMSI requests a repurchase of a defective Loan(s), Non-Delegated Correspondent shall remit to NMSI the full Repurchase Price by cashier's check or wire transfer of immediately available federal funds. Upon receipt of the Repurchase Price, NMSI shall:

- Release to Non-Delegated Correspondent the related mortgage file(s); and
- Execute and deliver any necessary instruments of transfer or assignment without recourse or warranty, as required to vest in Non-Delegated Correspondent or its designee title to the repurchased Loan(s).

In addition to NMSI's cure, repurchase, and other remedies under this Agreement or at law or equity, Non-Delegated Correspondent shall indemnify NMSI and hold it harmless against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other expenses resulting from: (i) Non-Delegated Correspondent's breach of any representation, warranty, or covenant contained in this Agreement; and/or (ii) Non-Delegated Correspondent's advertising, promotions, or other activities. Non-Delegated Correspondent acknowledges that the cure and/or repurchase provisions of this Section 11 do not eliminate, diminish, or impair Non-Delegated Correspondent's indemnification obligations set forth in this Agreement. Furthermore, Non-Delegated Correspondent agrees that the notice provisions of this Section 11 may be updated at NMSI's sole discretion through amendments to the NMSI Correspondent Seller Guide.

#### 11.1 REPRESENTATIONS AND WARRANTIES OF NON-DELEGATED CORRESPONDENT

In addition to the obligations set forth in this Section 11, Non-Delegated Correspondent acknowledges and agrees that each Loan sold to NMSI is subject to the representations and warranties contained in this Agreement and the NMSI Correspondent Seller Guide.

#### 11.2 REIMBURSEMENT FOR EARLY PAYOFF LOANS (PREMIUM/CREDIT RECAPTURE):

In the event that any Non-Delegated Correspondent-originated loan is reduced in principal amount by (1) at least 15% of the original principal balance within the first 90 days or (2) at least 30% of the original principal balance from the 91st day to the 210th day following the loan's funding date or closing date, whichever is later, whether by Borrower's sale of the real property, loan refinance, or otherwise, Non-Delegated Correspondent, or if Non-Delegated Correspondent is incapable of paying for any reason, the current or former members, equity holders, principals, partners, stockholders, on a joint and several basis, shall promptly refund and reimburse NMSI:

(a) Any related Premium above par and/or any other pricing enhancements paid by NMSI or credited to the Borrower's closing costs; or (b) The service release price ("SRP") of no less than 1.000% of the loan amount that was included in the final pricing of the loan, whichever is greater, plus NMSI's attorney fees and costs to recover these sums from Non-Delegated Correspondent.

This covenant is a material inducement for NMSI to enter this Agreement. NMSI would not enter this Agreement without this covenant, and NMSI has relied upon this covenant to enter this Agreement.

### 11.3 EARLY PAYMENT DEFAULTS (CORRESPONDENT'S LOAN REPURCHASE OBLIGATIONS):

For any loan sold by Non-Delegated Correspondent to NMSI that can be sold to or insured by a government agency, department, or federally backed program, Non-Delegated Correspondent shall repurchase the loan if any of the first four (4) scheduled monthly payments is ninety (90) days delinquent. For all other types of loans originated by Non-Delegated Correspondent, Non-Delegated Correspondent shall repurchase the loan if any of the first four (4) scheduled monthly payments is thirty (30) days delinquent. Such delinquent loans shall be deemed in early payment default status, and Non-Delegated Correspondent shall have five (5) business days from receipt of NMSI's notice to repurchase said loans at the then-current repurchase price stated in the notice.

For purposes of this section, a loan becomes "delinquent" when a scheduled monthly payment is not received by NMSI or its assigns by the scheduled payment due date; an additional day of delinquency shall accrue for each consecutive day that the payment is not received by NMSI or its assigns. However, any loan that is delinquent for a full calendar month shall be deemed thirty (30) days delinquent without regard for the number of days in that month.

Non-Delegated Correspondent shall not advance funds for or on behalf of any Borrower for any loan payment or otherwise make funds available to any Borrower to avoid or cure any default by Borrower. Furthermore, any payment for which NMSI has deducted funds at the time of closing a loan originated by Non-Delegated Correspondent is not and shall not be considered as the first payment due from Borrower after the loan closing date.

Non-Delegated Correspondent's repurchase obligation under this section is separate and in addition to any other repurchase obligations, early payoff obligations, and other remedies available to NMSI under this Agreement or at law or equity.

## 12. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of California and applicable federal law.

NMSI and Non-Delegated Correspondent agree that any action, suit, or proceeding to enforce, defend, or construe this Agreement or otherwise arising out of either party's performance under the Agreement shall be brought in the United States District Court for the Central District of California. Each party irrevocably submits to the jurisdiction of this forum and waives the defense of an inconvenient forum to the maintenance of any such action, suit, or proceeding in such state or federal court and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in either forum.

### 12.1. ARBITRATION

(a) **Mandatory Arbitration** Any dispute, claim, or controversy arising out of or relating to this Agreement, including the validity, enforceability, interpretation, performance, termination, or breach thereof, shall be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") or another mutually agreed-upon arbitration organization. The arbitration shall take place

in California at either NMSI Headquarters located at 2975 Wilshire Blvd #600, Los Angeles, CA 90010 or JAMS Los Angeles located at 555 W 5th St Ste 3200, Los Angeles, CA 90013 at NMSI's choice, and the arbitrator(s) shall apply the substantive laws of the State of California, unless otherwise agreed in writing by the parties.

(b) Arbitration Procedure

The arbitration shall be conducted before a single arbitrator unless the parties agree in writing to a panel of three arbitrators.

The arbitrator(s) shall be experienced in commercial contract disputes and shall have no prior business relationship with either party.

The arbitration shall be conducted under the AAA Commercial Arbitration Rules, unless the parties mutually agree otherwise.

Each party shall bear its own costs and expenses of arbitration, except as otherwise required by applicable law or determined by the arbitrator(s).

(c) Exceptions to Arbitration Requirement Notwithstanding the foregoing, either party may seek injunctive relief or equitable remedies in a court of competent jurisdiction to prevent immediate and irreparable harm, such as misuse of confidential information, trade secrets, or intellectual property. Such claims shall not be subject to arbitration.

(d) Final and Binding Decision The decision of the arbitrator(s) shall be final, binding, and enforceable in any court of competent jurisdiction. Judgment on the arbitration award may be entered in any court having jurisdiction.

(e) Waiver of Class Actions To the fullest extent permitted by law, the parties agree that any arbitration shall be conducted solely on an individual basis and not as a class, collective, or representative action. The arbitrator(s) shall have no authority to consolidate claims or adjudicate any form of class or collective action.

13. CONFIDENTIALITY. Each party agrees that information concerning the other'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, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of each party in various forms, which information is used or is useful in the conduct of that party's business including the origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Each party may use Confidential Information of the other party only in connection with its performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Non-Delegated Correspondent and NMSI each agree to comply with all applicable federal, state and local statutes and regulations respecting the privacy of consumer information including the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and any similar state laws. Each party acknowledges and agrees that it is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40) and with other statutory, legal and regulatory requirements as well as its internal information security

program for information protection. Before Non-Delegated Correspondent provides NMSI with non- public personal information concerning Non-Delegated Correspondent's consumers and customers, Non-Delegated Correspondent shall obtain authorization from such consumers and customers to forward such information and further permit NMSI to share such information with unspecified third parties solely in furtherance of the request by such consumers and customers for financial services. Non-Delegated Correspondent acknowledges that pursuant to this Agreement, it may receive non-public personal information concerning NMSI's consumers and customers. With respect to such information, Non-Delegated Correspondent agrees that it shall not: (a) use the non-public personal information provided by Non-Delegated Correspondent for any purpose other than in connection with the enforcement of its rights or the performance of its duties under this Agreement; and (b) share any non- public personal information provided by NMSI other than in connection with (i) the enforcement of its rights or the performance of its duties under this Agreement (ii) pursuant to the exceptions set forth in 15 U.S.C. Section 6802(e) and accompanying regulations, (iii) as required by law, or (iv) in connection with requests or demands by bank examiners. Confidential Information of the other party shall be returned to such party or destroyed in accordance with such party's commercially reasonable records retention program 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 Non-Delegated Correspondent or NMSI to disclose Confidential Information of the other party to a third party in order to perform its duties hereunder and the other party has provided it with written authorization to do so, such party shall disclose only such Confidential Information as is necessary for such third party to perform its obligations. A breach of each party's confidentiality obligations may cause the other party to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the other party 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 it may have at law or in equity.

#### 14. NOTICE; MODIFICATION AND WAIVER

14.1. NOTICE REQUIREMENTS All notices, demands, or other required communications under this Agreement shall be made in writing and delivered to the respective party at the address specified in this Agreement or such other address as a party may designate in writing. Notices shall be deemed properly given if: Delivered personally, with receipt acknowledged in writing; Sent by certified or registered mail, return receipt requested, postage prepaid; Sent by overnight courier service, with written confirmation of delivery; or Sent by electronic mail (email), provided that a confirming copy is sent within one (1) business day via one of the above methods. Any notice shall be deemed received: On the date of delivery, if delivered personally or via email; On the second (2nd) business day following deposit with an overnight courier service; or On the third (3rd) business day following deposit in the United States mail. Non-Delegated Correspondent acknowledges and agrees that NMSI may also provide notices by electronic posting on its designated online portal or website, in which case the notice shall be deemed effective as of the date of posting.

14.2. MODIFICATION AND WAIVER No termination, cancellation, modification, amendment, deletion, addition, or other change to this Agreement, or any provision hereof, shall be effective unless: Specifically set forth in writing and Signed by an authorized officer of the party or parties to be bound thereby. NMSI reserves the right to unilaterally modify this Agreement as permitted elsewhere in this Agreement, including but not

limited to updates published in writing, electronically, or by posting on NMSI's website or portal. Such modifications shall be effective immediately upon posting unless otherwise stated. The waiver of any right or remedy under this Agreement in one instance shall not be deemed a waiver of such right or remedy in future instances. No failure or delay by either party in enforcing any provision of this Agreement shall be construed as a waiver of any right to enforce such provision in the future.

**14.3. CONTINUATION OF OBLIGATIONS** Notwithstanding any modification or waiver, all obligations related to: Loan repurchase (Section 11), Indemnification (Section 11), Confidentiality and non-solicitation (Sections 13 and Section 4), and Compliance with laws shall survive any modification or waiver of this Agreement.

**14.4. NO IMPLIED MODIFICATIONS OR WAIVERS** Neither party may assert that an oral agreement, course of dealing, or prior conduct constitutes a modification or waiver of any provision of this Agreement. Only written modifications executed by authorized representatives of both parties shall be valid.

#### **15. CORRESPONDENT GRANT OF LIMITED POWER OF ATTORNEY**

Non-Delegated Correspondent hereby appoints NMSI and the directors, officers, employees, agents, successors and assigns of NMSI as its true and lawful attorney-in-fact without right of revocation and with full power of substitution for and in its place and stead to (i) demand and control all sums due on Loans purchased pursuant to this Agreement and to enforce all rights with respect thereto, (ii) endorse, mark, place or otherwise evidence Non-Delegated Correspondent's name as payee on all checks, drafts, acceptances or other form of partial or full Loan payment delivered or tendered to NMSI, (iii) endorse, mark, place or otherwise evidence Non-Delegated Correspondent's name on all notes, mortgages, deeds of trust, and other forms of security instruments or collateral and all assignments, full or partial releases or satisfactions of said mortgages, deeds of trust, and other forms of security instruments or collateral for all Loans purchased pursuant to this Agreement. Non-Delegated Correspondent agrees to execute such other documents as NMSI may reasonably request to evidence the appointment of NMSI as Non-Delegated Correspondent's attorney-in-fact.

#### **16. MARKETING, ADVERTISING, AND TRADEMARK USE**

Non-Delegated Correspondent shall not engage in any form of advertising whatsoever utilizing either the name of NMSI or any subsidiary or affiliate of NMSI or any of the product names, trade names, symbols, or trademarks of any of NMSI's loan products, unless specifically licensed in writing to do so.

#### **17. MISCELLANEOUS**

All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the NMSI Correspondent Seller Guide. All Section headings are for convenience only and shall not be construed as part of this Agreement. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and, to accomplish this purpose, the provisions hereof are severable. This Agreement shall not be effective until signed by both parties.



IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NAME OF NON-DELEGATED CORRESPONDENT:

\_\_\_\_\_

**NMSI, INC.**

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

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

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

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

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

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

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

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