



California Lending Source

Office Policy Manual

Required Document Checklist:

- Please Fill, Sign, Date & Initial ALL PAGES in this packet
- Provide a complete, professional resume (NOTE: Resume must state FHA experience if any)

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PURPOSE AND GENERAL DEFINITIONS

DEFINITIONS

Hereafter, the employing broker Real Estate Source, Inc. DBA “California Lending Source” shall be referred to as “RES/CLS” . Also, the Loan Officer signing this contract and between whom RES/CLS and the Loan Officer are entering into an agreement, shall be referred to as “LO”. “Lender” refers to any wholesale lender with which RES/CLS has a working relationship. With RES/CLS being the Loan Broker/Originator and these wholesale lenders being referred to hereafter as “Lender”

PURPOSE

The purpose of this document is to ensure that Real Estate Source, Inc. & it’s agents and Loan Officers maintain compliance with HUD/FHA requirements and Wholesale Lender requirements for Sponsored Originators along with all federal and state real estate, banking, anti-money laundering, and lending regulations.

Effective Date:

The Effective Date of this Agreement shall be the date on which it is signed by Loan Officer.

Governing Law:

This Agreement shall be governed by and construed according to the laws of the State of California, without regard to its conflict of laws principles.

Captions and Section Headings:

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

Survival:

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

Termination of this Agreement:

This agreement between RES/CLS and its agent/loan officer may be terminated by RES/CLS at any time for any reason. The Loan Officer may terminate this agreement and therefore leave the employ of RES/CLS at any time for any reason but must still comply with the terms set forth in this agreement in the event of termination of this agreement.



ASSOCIATE-LICENSEE “LOAN OFFICER” COMMISSION AGREEMENT

(SENIOR LOAN OFFICERS)

A. Broker Fee

Real Estate Source, Inc. DBA “California Lending Source” (RES/CLS) will collect

- A) \$795.00 BROKER FEE PER LOAN
- B) \$995.00 Processing Fee/loan
- C) 0.73% fee (from net commission) for state required insurance (see below)

Please note: E&O insurance is included in the per transaction broker fee

B. State Required Insurance

As of January 1st 2018, 0.73% will be deducted from of all net commissions paid to Loan Officers in order to cover state required worker’s compensation insurance. [For example, assuming a gross \$11,790.00 Compensation; Deducting a broker fee of \$795.00 & Processing Fee of \$995.00, that gives a net commission of \$10,000.00 , subtract 0.73% for worker’s comp insurance, (\$73.00 **OR** \$7.30/\$1,000) will leave \$9927.00 commission paid to agent] SEE BELOW:

\$11,790	←	Gross Compensation	
-	\$795	←	CLS Broker's Fee
-	\$995	←	Processing Fee
\$10,000	←	Net Commission	
\$10,000	←	Net Compensation	
-	\$73	←	Worker's Comp. Insurance (0.73% of Net Commission)
\$9,927	←	Commission Paid to LO	

[This will become effective January 1st 2018](#)

Independent Contractor:

RES/CLS/ and LO agree that LO is not an employee of RES/CLS and may not be construed as such by reason thereof. Instead the LO is an independent contractor, and is hereby expressly prohibited from holding itself out as RES/CLS’s employee. LO shall have no authority to sign any writing on behalf of RES/CLS or to commit RES/CLS or its wholesale lenders in any manner whatsoever to fund loans. Broker shall not make express or implied representations or warranties to loan applicant(s) that conflict with the authority set forth herein.

I, the Loan Officer/Licensed Loan Originator signing below, understand the above terms of Real Estate Source, Inc’s/DBA “California Lending Source”(RES/CLS) compensation plan and I hereby agree to RES/CLS compensation terms. Real Estate Source, Inc.

Loan Officer (Print Name)

Signed

Date

Real Estate Source, Inc.
DBA “California Lending Source”

Brokerage

Broker

Tony Soheil Dini
NMLS#288511

NMLS#

Initial



LO RESPONSIBILITIES

1. Prior to submittal to processor, all files must have a FULLY filled out point file including:
 - a. Interest Rate
 - b. Assets
 - c. Debts
 - d. Escrow Contact Info
 - e. Fees
 - f. M.I. (If applicable, indicate if lender or borrower paid)
2. Fully Filled Loan Submission Form here: <https://storage.googleapis.com/wzukusers/user-26447939/documents/5b08923e5bd1eWdlSnMF/CLS%20Loan%20Submission%20Form.pdf>
3. A loan summary (Can be in point file under notes) which must include:
 - a. Lender to submit loan to
 - b. Type of loan & Name of Loan Product
 - c. Purpose of loan (purchase, refi, what are they doing with cash out, etc)
 - d. How borrower(s) will be holding title
 - e. Desired Terms (down payment, amount of cash out, etc)
 - f. Compensation/Origination Charges (borrower paid, lender, fee, amount, etc.)
4. Submit to processor (RES/CLS provides a Google account for all LOs. ALL files must be submitted through the Google Drive associated with your account.

LOAN OFFICER DUTIES INCLUDE:

- Intake of application from Borrower(s)
- Collection of all required loan/income documentation. List can be found here: <https://www.californialendingsource.com/docs>
- Ensuring the loan fits all lender guidelines prior to submission to processor
- Prequalification of Borrower(s) prior to sending to processor
- Ordering and reviewing initial credit report
- Discussions with the borrower regarding the loan terms, and instill the importance of getting the disclosures signed and needs list/condition items back as soon as possible
- Rate locks, re-locks and extensions (or as directed by RES/CLS)
- Provide processor with export PCF Point file, credit report, Borrower's Authorization with credit card info, Affiliate Business Disclosure
- Verification of income and income documentation
- Collection of all documents required to clear conditions
- Contacting the borrower(s) for any other items requested by Lender, RES/CLS, or processor during the loan process.
- Co-ordinate with client, escrow & RE Agent(s) for closing schedule & signing
- Loan Officer will work with the same processor through closing

NOTE: Even if your client desires an alt doc/bank statement loan, it is strongly encouraged that LO obtain all of the documents normally required on a full-doc loan submission OR at minimum have client(s) make documents available upon request.

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PROCESSOR RESPONSIBILITIES

- Upon submission, processor will open and examine file and send an acknowledgement back to LO along with a list of items that may need to be addressed up front within 24 hrs.
- Processor will verify application is complete
- Submit/Upload loan to Lender
- Processor will work with Escrow & Lender to ensure proper & timely LE & Disclosures are produced & Sent to borrower(s) via email directly from lender.
- Verify disclosures are accurate and complete
- Receive & review conditions sheet after approval & Co-ordinate with LO & Escrow to collect all necessary Docs for Lender
- Upload underwriting conditions, funding conditions
- Co-ordinate closing schedule with the LO, Lender & Escrow

NOTE: LO shall be point of contact for borrower(s) on all transactions. Processor will not contact clients directly. Clients are not to contact the processor(s) directly unless specifically instructed to do so by processor.



FAIR LENDING & ANTI-DISCRIMINATION POLICY

It is against the policy of Real Estate Source, Inc. and its DBA "California Lending Source" (RES/CLS) TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER, OR AGE.

RES/CLS is committed to making high quality mortgage services available to diverse communities and customers on an equal opportunity basis. Loan products are available to all individuals who meet our lending criteria without regard to race, color, religion, national origin or ancestry, sex, marital status, handicap status, familial status, age (provided the applicant has the capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the Consumer Credit Protection Act. RES/CLS does not tolerate discrimination of any kind and any act of discrimination violates RES/CLS's policy and its corporate commitment of providing homeownership opportunities to all qualified applicants. Our stand on nondiscrimination is absolute; there is a zero tolerance for any discriminatory act or behavior. Treating everyone fairly and making decisions based solely on creditworthiness is "Win/Win", plain and simple.

CONSISTENT AND FAIR TREATMENT

It is the policy of RES/CLS to treat all consumers consistently and fairly and in compliance with fair lending laws. Our LOs will offer assistance, encouragement and services in a fair, equitable and consistent manner during performance of their jobs. We will communicate our fair lending policy to all of our LOs and hold them accountable for treating all consumers consistently and fairly.

It is our policy and our practice to comply fully with the letter and spirit of fair lending statutes, including but not limited to, those cited below.

RES/CLS does not discriminate based on:

- | | | |
|-------------------|-------------------------------|--------------------------------|
| ◆ Race | ◆ Gender | ◆ Religion |
| ◆ Handicap | ◆ Exercise of Consumer Rights | ◆ Receipt of Public Assistance |
| ◆ National Origin | ◆ Age | ◆ Family Status |
| ◆ Color | ◆ Marital Status | |

Additionally, we commit to adherence to all state, municipal and local laws, regulations, statutes and all other laws regulating our industry. We expect all LOs to fully understand fair lending practices and to deal fairly and equally with all loan applicants.

We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied with in each jurisdiction that the LO conducts business.

QUALITY CONTROL: OPERATIONS AND PERSONNEL:

QUALIFYING DOCUMENT VERIFICATION

All documentation provided to obtain loan approval must be verified either verbally or in writing. This includes all documentation submitted with full & alternate documentation applications.

Determination will also be made whether the information in the preliminary loan application, final application and all credit documents is consistent or reconciled. Applications will be monitored to ensure that sufficient questions are asked of each applicant to be certain that a complete picture of the applicant's ability to repay the loan is presented. This includes sufficient information regarding the income, source of funds and intended use of the property/funds. Included in the monitoring will be an interview with applicant to determine they understood the process and their obligations to avoid misrepresentations and falsifications. The identity of the loan applicants will also be verified. LO will also be monitored by RES/CLS management to ensure they are knowledgeable of the origination process and are able to adequately convey the applicant's responsibilities in obtaining an FHA insured mortgage.

DOCUMENTATION REQUIRED FOR QUALITY CONTROL/COMPLIANCE OF CLOSED LOANS

1. Initial credit reports (three bureau merged in-file credit reports) will be included with each loan file unless the loan was a streamline refinance. The new credit report is to be ordered from a source other than the credit report used for underwriting. (See list of approved credit vendors on company website)
2. Verification of employment and income will depend on the documentation obtained during processing.
 - a. Written verifications of employment, paystubs and W-2's are to be verbally or in writing verified with the employer.
 - b. Executed IRS form 4506T must be obtained and used to verify the accuracy of the tax returns and/or W-2's.
3. Source of funds such as verification of deposit, depository statements, stock or security statements, HUD-1's for proceeds from sale of a previous residence and gift funds will be verified either verbally or in writing. Determination will be made that the loan file contains pertinent documentation of the mortgagor's source of funds for the required investment, the acceptability of that source and that any obligation to repay the funds was properly documented. Discrepancies in verifications of sources of funds must be investigated and resolved.
4. Handwritten applications or initial applications, if originally generated by computer, are to be sent to the borrowers with a cover letter for verification of accuracy. Determination will also be made if the initial application includes each outstanding debt and asset.
5. Determination will be made that the mortgagor was not utilized as a "straw buyer" and that the property has not been transferred at the time of closing or soon after. This plan is in addition to the quality control reviews performed by the Wholesale Lender.

As a condition of entering into and maintaining a business relationship with MWF, all Brokers are expected to be familiar with fair lending requirements and to deal fairly and equally with all loan applications, and

- 1) Acknowledges understanding of MWF's Fair Lending policy.
- 2) Agrees to comply with the letter and spirit of all Federal, State, and local licensing, lending, disclosure, and consumer protection laws;
- 3) Agrees to educate its principals, employees, affiliates, and agents about fair lending practices and the above laws; and MWF Fair Lending Acknowledgment | Revised: 12-20-2016 Page 3 of 3
- 4) Agrees to advise MWF immediately upon ascertaining any violation of the above laws by its principals, employees, affiliates, third party service providers or agents.
- 5) Counterparts. This Agreement may be executed and delivered by electronic transmission (facsimile or email), and in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same Agreement.

_____ Initial



REQUIREMENTS/GENERAL STANDARDS:

- All LOs must use company provided email address and Google Drive when conducting business involving origination of mortgages.
- All LOs must use company provided copy of POINT to fill loan applications and submit to processor.
- All LOs must keep in good standing and maintain active, NMLS and RE licenses in the state of employment with RES/CLS.
- NMLS must be displayed on all marketing material and email signatures alongside CalDRE# as detailed on the compliance page on the following pages: morecommission.info and californialendingsource.com
 - <https://www.morecommission.info/compliance-announcements>
 - <https://www.californialendingsource.com/california-lending-source-compliance-announcements>
- ABSOLUTELY NO RUNNING OF CREDIT without uploading a fully filled & signed copy of Borrower Sig authorization & Affiliated Business disclosure.
- ABSOLUTELY NO GIVING OF ANY REFERRALS, COMMISSION CREDITS, GIFT CARDS, OR ANY OTHER FORM OF COMPENSATION TO ANYONE, EVER.
- All files put in Google Drive and shared w/ broker & processor
- LO shall not have any affiliates, partner, director, principal manager, employee or 1099 contractor who is currently suspended under a limited denial of participation (LDP); under indictment for or has been convicted of an offense that reflects adversely upon the sponsored originators integrity, competence or fitness to meet responsibilities of a sponsored originator; will not engage in business practices that do not conform to generally accepted practices of prudent origination or that demonstrate irresponsibility; have been convicted of or who has pled guilty to a felony related to participation in the real estate or mortgage loan industry; or is in violation of provisions of the SAFE Mortgage Licensing Act of 2008 or any provision of State law.
- Operations are conducted in a professional, business-like environment;
- LO will be at all times in compliance with the provisions of the Real Estate Settlement Procedures Act (RESPA), including the distribution to mortgagors of the Special Information Booklet, Good Faith Estimates and disclosure of business relationships with a particular provider of services.
- The work of each LO & Loan Processor affiliated with RES/CLS can and will be audited by RES/CLS at any time during the course of, or after close of any and all transactions that LO is/has participated in.
- Labelling Files: [page link]
- How to use Google Drive: [page link]
- Physical documents must either be delivered to office or kept in a locked and secured location.



ANTI-MONEY LAUNDERING POLICIES

Money laundering – Defined

1. The introduction of illegally obtained currency into the financial/banking system.
2. Using the financial/banking system to illegally hide currency that was lawfully or unlawfully obtained. When financial institutions accept these cash deposits, the institutions legitimize (or launder) the funds.

Suspicious activity – Defined

It is impossible to define all activity that would qualify as suspicious. However, the following guidelines quantify the types of suspicious activities that the institution will monitor for.

Policy

RES/CLS management will actively search for suspicious activity. When it is discovered, a representative officer will review it and make a recommendation as to whether a Suspicious Activity Report (SAR) should be filed.

A guideline for SAR reporting is that the assigned officer will usually have ten (10) business days to conduct the review and make his or her recommendation. All recommendations will be made in writing and reported to Lender and/or forwarded to the Bank Secrecy Act (BSA) Officer.

All supporting evidence for the SAR will be maintained for a minimum of five (5) years, and will be securely stored.

LO & RES/CLS hereby acknowledge the importance of preventing money laundering, terrorist financing, and financing of proliferation and shall make their best effort to prevent all such illegal activities by any individuals including RES/CLS customers and employees, from engaging and/or providing assistance to engage in illegal money laundering or terrorist financing activities in order to contribute and maintain financial stability and assist a development of the sound global financial system.

Loan Officer (Print Name)

Signed

Date

Real Estate Source, Inc.
DBA "California Lending Source"

Brokerage

Broker *Tony Soheil Dini*
NMLS#288511

_____ Initial



LAW SUMMARY

Fair Housing Act (FHA)

The FHA prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). It also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women.

Equal Credit Opportunity Act (ECOA)

ECOA Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction.

Fair Credit Reporting

Fair Credit Reporting Act Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information & requires disclosures when adverse action is taken.

Home Mortgage Disclosure Act (HMDA)

HMDA requires lenders to collect certain information about the loans they make so the government can track applications and ensure lenders are taking and approving applications equally for all groups of people.

Truth in Lending Act (TILA)

TILA requires the disclosure of information about the lender; amount financed, and finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing.

Real Estate Settlement Procedures Act (RESPA)

RESPA requires lenders to provide advance disclosure information on loan settlement procedures and costs & also regulates the ways in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance.

Telemarketing Sales Rule

Telemarketing Sales Rule establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and those records must be kept of telemarketing transactions.

Gramm Leach Bliley Act (GLB)

The Financial Modernization Act of 1999, also known as the "Gramm-Leach-Bliley Act" or GLB Act includes provisions to protect consumers' personal financial information held by financial institutions. There are three principal parts to the privacy requirements: the Financial Privacy Rule, Safeguards Rule and Pretexting Provisions.

I, the undersigned Loan Officer/Licensed Loan Originator, have read, understand and acknowledge above summary of laws & regulations.

Loan Officer (Print Name)

Signed

Date

_____ Initial

Real Estate Source, Inc.
DBA "California Lending Source"

Brokerage

Broker *Tony Soheil Dini*
NMLS#288511



RES/CLS POLICIES & GUIDELINES + LO CONTRACT AGREEMENT

Application:

LO shall obtain from all applicants completed loan, credit, and similar applications, together with supporting verifications, approvals and related documentation, as required by law or as directed by RES/CLS along with its Lender(s) and in compliance with Applicable Law or any instructions of these authorities.

Nothing herein shall be construed as creating any obligation of RES/CLS or its lenders to accept the loan application packages and/or approve the loan application packages as prepared and presented by LO. LO agrees not to submit to any lender any loan application package for or on behalf of a loan applicant in connection with which any circumstances, conditions or events exist that, if known to Lender or RES/CLS, would cause Lender to deny approval of such loan application package(s).

In connection therewith, LO shall not withhold any information and shall promptly disclose to RES/CLS & Lender any material information that reasonably could be expected to be a relevant consideration in Lender's decision to close a loan, including, without limitation, discrepancies between information provided by the loan applicant and that obtained from other sources, factors bearing on the physical condition of the real property intended to secure Lender's lien, and any irregularities involving the purchase transaction covering said real property or the relationship or involvement of any other LOs, Mortgage Brokers, RE Brokers, RE Agents or escrows in connection therewith.

If at any time during the period between the original submission of the a loan application package and the closing and funding of the loan applied for, LO learns or has reason to believe that any of the information or documentation submitted by LO either with the loan application package as originally submitted or as it may have been supplemented by LO, either in response(s) to Lender's request(s), if any, for additional information and/or documentation, or otherwise, or if any of LO's representations and/or warrants with regard thereto, either were when submitted or made, or thereafter have become, not true and/or not valid and/or not genuine, LO shall immediately give written notice thereof to RES/CLS & Lender.

The loans entered into pursuant to this agreement shall conform with all applicable provisions and requirements of:

- a) this Agreement;
- b) Lender's guidelines, underwriting requirements, bulletins or other requirement posted in Lender's loan matrixes & guidelines.

LO is not authorized to approve a loan application package on any Lender's behalf.

Licenses and Litigation:

RES/CLS & LO are required to have all licenses and permits to conduct mortgage business that are required by the applicable jurisdictions from which all mortgage loans originate and where the real property securing the mortgage loan is located. Additionally, RES/CLS & LO hold all applicable Federal, State, and other licenses, authorizations, endorsements, and approvals as deemed necessary to performance of obligations hereunder in compliance with Applicable Law and secondary market requirements, and is not in violation of any of the requirements of any such licenses, authorizations and/or approvals and there are no current, pending, or threatened investigations from any regulatory body, governmental or quasigovernmental entity, and there is no litigation current, pending, or threatened that could impact the business of LO or RES/CLS. Broker shall promptly notify Lender and RES/CLS if any of the representations in this subsection change.

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**Compliance:**

LO warrants that any loan it submits to Lender for approval will contain true and valid information and that LO shall, both in the conduct of its business generally, and, in particular, in its handling of each loan application, comply fully, completely, and in a timely manner with every requirement of all applicable Federal and State laws dealing with the origination of mortgage loans, including without limitation upon the generality of the foregoing, the Consumer Credit Protection Act, (“CCPA”); the Equal Credit Opportunity Act and Regulation B promulgated thereunder (“ECOA”); the Truth-in-Lending Act and Regulation Z promulgated thereunder (“TILA”); the Real Estate Settlement Procedures Act and Regulation X promulgated thereunder (“RESPA”); Gramm-Leach-Bliley Act, the related Interagency Guidelines Establishing Information Security Standards, and Regulation P and other applicable law regarding privacy; and all applicable State or Federal statutes, rules and regulations governing fraud, consumer credit transactions, predatory, and/or abusive lending, and mortgage banks and brokers in general, each as may be amended from time to time (together “Applicable Law”). In connection with ECOA, LO shall not discourage or pre-screen any applicant or in any other manner violate the terms of ECOA and Regulation B.

LO shall maintain, available for RES/CLS’s inspection, and shall deliver to RES/CLS upon demand, evidence of compliance with all such requirements. Additionally, LO warrants that any loan it submits to Lender(s) shall, both in the conduct of its business generally, and, in particular, in its handling of each loan application, comply fully, completely and in a timely manner with every requirement of all applicable RES/CLS policies and procedures then in effect.

Valid Information:

LO warrants that all signatures, names, addresses, social security numbers, amounts and other statements appearing on the credit application, mortgage notes, and all other documents relating to each mortgage loan are true and correct and do not omit any information which is necessary for Lender to make its credit decision with respect to such loan application.

LO Compensation/Fees:

The LO’s compensation is set forth in the relevant ASSOCIATE-LICENSEE “LOAN OFFICER” COMMISSION AGREEMENT.

LO shall be responsible for the payment of any fees set forth in the relevant program guides as published and as updated periodically by RES/CLS on the compliance page here: <https://www.californialendingsource.com/california-lending-source-compliance-announcements>

Among other things, LO’s duty of indemnification, or, at RES/CLS’s sole option, repurchase, shall arise upon the occurrence of any of the following:

- 1) A breach by LO of any representation, warranty or covenant contained in this Agreement.
- 2) The failure of any loan to conform with the applicable investor guidelines or requirements for such loan, as determined by RES/CLS &/OR Lender, its successors and/or assigns and/or industry standards.
- 3) Any violation by the LO or any employee or agent of the LO of any Applicable Law.
- 4) The discovery by RES/CLS or Lender(s), any investor and/or any subsequent owner of a loan, of any defect with respect to the loan, including without limitation, the ability to include the loan in a GNMA/Fannie Mae/Freddie Mac Pool or otherwise sell the loan on the secondary market.
- 5) Any claim brought by a third party against RES/CLS based on facts or allegations against LO or the origination of any mortgage loan.

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6) For the avoidance of doubt, LO is not required to indemnify RES/CLS for matters arising solely from the fraud, gross negligence, or intentional misconduct of RES/CLS. LO understands and agrees that in the event of a repurchase demand being made upon RES/CLS, LO may be required to submit further information to RES/CLS and/or to otherwise assist RES/CLS & Lender in responding to such repurchase request.

Submission of Transactions:

Upon entering a transaction into REC/CLS's or Lender's submission system and choosing to issue disclosures, LO is authorizing RES/CLS and its employees to request issuance of disclosures by the Lender on LO's behalf as LO's agent solely for the purpose of issuing disclosures.

Reimbursement of Broker:

In addition to the indemnity set forth herein, LO shall indemnify RES/CLS for all fees, costs, losses and expenses incurred, including reasonable attorney's fees, for claims made under Applicable Law.

Assignment:

Except as otherwise provided herein, neither this Agreement nor any right hereunder may be assigned by LO without the prior written consent of RES/CLS, and any such assignment shall be void and of no effect.

Records:

At all times during the term of this agreement, LO shall maintain a complete set of files and records of all business, activities, and operations conducted by LO as required by Federal and State lending guidelines and in accordance with RES/CLS's loan policies and procedures.

At all times during the term of this Agreement and at all times following the expiration or termination of this Agreement, RES/CLS, its regulators, internal auditors, or independent auditors, and its duly authorized agents, representatives, or employees have the right to audit, inspect, and copy any of the foregoing records, reports, and related materials of LO.

Confidentiality:

LO agrees to

(A) hold RES/CLS's Confidential Information in confidence, and to take precautions to protect such Confidential Information at least as strict as RES/CLS employs with respect to its own confidential materials, but in no case less than reasonable precautions LO uses to protect its own Confidential Information or as required by Applicable law. For purposes of this Agreement, "Confidential Information" shall mean:

- RES/CLS's network configuration, technical information, software, processes and methods, policies, procedures, contract terms, designs, financial information, pricing information, equipment configurations, specifications, customer and vendor lists, strategic alliances and partnerships, terms and conditions of any contracts or agreements between the parties, product and services development plans, forecasts, business and marketing plans and strategies, names and non-public information of employees and consultants, formulas, records, files, drawings, data and databases, interfaces, memoranda, know-how, patents, copyright, trade secrets, proprietary information, processes inventions, technology, and vendor lists and information, confidential information of RES/CLS's customers, affiliates, suppliers and partners,

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- (B) other non-public information which,
- I. if disclosed in a tangible or visual form, is clearly labeled as “Confidential”;
 - II. if disclosed in a non-tangible or non-visual form, is identified at the time of disclosure as Confidential Information;
or
 - III. given the circumstances of disclosure, and/or the nature of the information, Broker knew or reasonably should have known was Confidential Information, and (3) all ‘non-public personal information’ as defined in Title V of the Gramm-Leach Bliley Act and its implementing regulations (collectively, the “GLB Act”), as the same may be amended from time to time. LO’s obligation to preserve the secrecy of Confidential Information shall survive the termination of this Agreement.

Records at Termination:

Upon termination of this Agreement, Broker agrees to return to RES/CLS all files, papers, and materials of any and every kind, regardless of form, which contain or relate to Confidential Information, except that LO may keep copies of any documents LO is legally required to retain under applicable record retention statutes or rules.

Integration:

This Agreement, including any and all other materials which are incorporated into this Agreement by reference as set forth throughout this Agreement is intended to, and does, set forth the entire understanding between the parties with regard to the subject matter of this Agreement and it is an add-on/addendum to the Real Estate Source, Inc. Office Policy Manual located here: <https://www.morecommission.info/how-to-join>

Modifications:

With regard to modifications, amendments, or other changes made to the Agreement at RES/CLS’s discretion made by posting at <https://www.californialendingsource.com/california-lending-source-compliance-announcements> RES/CLS intends to notify RE Agents & LOs of said changes by means of an email of general distribution to approved RES/CLS Agents & LOs brokers or other mass communication, which generally will also be posted to the RES/CLS Website. RES/CLS is not responsible for misdirected email, inaccurate or outdated email addresses, or otherwise mis-delivered, un-delivered or un-sent notifications. NOTWITHSTANDING THE FORGOING, MWF RESERVES THE RIGHT TO AMEND OR MODIFY THIS AGREEMENT FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION AND SHALL PROVIDE THE BROKER WITH AMENDMENTS AND MODIFICATIONS BY POSTING SUCH TO

Severability:

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

Attorney Fees:

In the event of a legal action between the LO and RES/CLS for breach of contract, the prevailing party in that action shall be entitled to an award of reasonable attorney’s fees and costs.

Terms of Agreement:

This Agreement shall commence on the Effective Date and shall be indefinite, with either party having the ability to terminate this Agreement, with or without cause by either party upon written notice. Upon termination of this Agreement, all terms, conditions, covenants, indemnities, agreements, representations and warranties shall continue to apply to all loans funded pursuant to this Agreement.

_____ Initial

California Lending Source Office Policy Manual



Construction:

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty or ambiguity shall not be interpreted against any one party.

Counterparts:

This Agreement may be executed and delivered by electronic transmission (facsimile or email), and in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same Agreement. In Witness Whereof, LO and RES/CLS each have caused their duly authorized representative to execute and enter into this Agreement as of the Effective Date.

I, the undersigned Loan Officer/Licensed Loan Originator, have read, understand and acknowledge the above contract I am entering into with RES/CLS and I hereby state that I will adhere to the terms of this contract and all policies and procedures of RES/CLS detailed above.

Loan Officer (Print Name)

Signed

Date

Real Estate Source, Inc.
DBA "California Lending Source"

Brokerage



Broker *Tony Soheil Dini*
NMLS#288511

_____ Initial