



## BROKER APPLICATION CHECKLIST

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

### **Required Documentation**

- Completed and signed **Wholesale Broker Application** (Exhibit A)
- Credit Consent** form completed and signed by principal officers, owners, partners and broker of record (Exhibit B)
- A completed signed **Wholesale Broker Agreement** (Exhibit C)
- Encompass TPO and Mercury Access Form
- Current financial statements (Balance Sheet and Profit & Loss Statement) dated within the past 3 months
- Resumes of the owner, broker, officers/principals and partners
- A signed **Compliance Attestation** form (Exhibit D)
- A signed **Loan Fraud Zero Tolerance** form (Exhibit E)
- Completed **W-9** form (Exhibit F)
- Copy of applicant's Quality Control Policies and/or Procedures
- Completed **Loan Compensation Plan** form (Exhibit G)
- Completed **Roster of Mortgage Loan Originators and Loan Processors** (Exhibit H)

### **Required Documentation (FHA Lending)**

*For Broker applicants who wish to submit FHA eligible loan applications to Impac, please provide supporting documents from one of the following below:*

- If previously approved as a FHA Originator with HUD, copy of HUD approval letter including ID.
- If not previously approved as a FHA Originator with HUD, copies of training completion certificates for one or more of the following: FHA processing, FHA origination, or FHA underwriting.

### **Required Documentation (VA Lending)**

*For Broker applicants who wish to submit VA eligible loan applications to Impac, please provide:*

- A copy of VA agent letter including VA Lender ID

If you have any further questions about documentation or the processing of your application, please be sure to contact your Account Executive.



## BROKER APPROVAL CRITERIA

### POLICY OVERVIEW

The Broker Approval Policy retains only the strongest and most reputable Brokers to deliver loans. Broker relationships are defined as mortgage loan brokers who originate and process loans that are submitted for loan approval and funding in Impac's name. A complete application and approval of the Broker is required prior to loan applications being registered.

### BROKER CRITERIA

The Broker must meet criteria as follows.

- ❖ Be properly licensed and authorized to originate and broker loans meeting Impac's product line and underwriting requirements.
- ❖ Have been in business for at least two years. In cases of newer firms, principals should have a minimum of five years' experience in mortgage lending.
- ❖ Have a good reputation in the industry with proven references, and a high level of professionalism and strong ethical standards.
- ❖ Have a minimum net worth of \$25,000.
- ❖ Have a "good standing" rating with all governmental licensing and revenue collection agencies, including a public record clear of any civil or criminal judgments. A Broker whose firm has been suspended, is currently under investigation by any governmental agencies or has an open judgment in excess of \$15,000 will not be approved and will not be renewed to do business with Impac.
- ❖ All principal officers, owners and /or partners and the broker of record must have an acceptable personal credit profile. In the case of corporations, the entity must have a satisfactory corporate report. Past credit difficulties will be reviewed on a case-by-case basis. A letter from the Broker explaining the derogatory item(s) is required.
- ❖ To be eligible for FHA originations, Broker must meet one of the following qualifications:
  - 1) be an active FHA originator under the HUD Loan Correspondent program closing FHA loans within the past six (6) months;
  - 2) have completed FHA/HUD training and received certification as a FHA originator;
  - 3) have employees who have completed FHA/HUD training and received certification as a FHA processor, FHA originator or FHA underwriter. Broker must further receive certification as a FHA originator within sixty (60) days of approval.
- ❖ To be eligible for VA originations, Broker must be an approved VA agent sponsored by a lender.



## FAIR LENDING POLICY

Impac Mortgage Corp. ("Impac") is committed to treating all customers fairly and equally. We strive to ensure Impac does not discriminate in any part of lending transactions based on the following:

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

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

The following is Impac's Fair Lending Policy statement:

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



\_\_\_\_\_ Impac Account Executive

**COMPANY INFORMATION**

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

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

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_ Company Website: \_\_\_\_\_

Business Entity:  Individual  Corporation  Bank Charter  Partnership  Sole Proprietorship  Limited Liability Company

If a Corporation or Limited Liability Company, is the applicant a subsidiary of or controlled by another entity.  Yes  No

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

Company NMLS ID: \_\_\_\_\_ Primary Contact: \_\_\_\_\_ Primary Contact Email: \_\_\_\_\_

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

**OWNERSHIP / MANAGEMENT (Attach Sheet If Necessary)**

First Name	Last Name	NMLS #	Title	% Owner	Contact Email	SSN (Req.)

**MORTGAGE LOAN ORIGINATOR / BROKER OF RECORD**

First Name	Last Name	NMLS #	Title	Contact Email	SSN (Req. in CA)

**STATE LICENSES (Attach Sheet If Necessary)**

State	License #	Status	Expiration Date (Req.)	License Type

**ADDITIONAL BRANCHES (Attach Sheet If Necessary)**

Address	City	State	Zip	Branch Manager	Phone Number

**REFERENCES & COMPANY VOLUME**

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

Company	Loan Type(s)	Contact	Email address	Phone Number

## WAREHOUSE LINES (If Applicable)

Do you currently use a warehouse line to fund a portion of your loans? If yes, please list below

Warehouse Provider	Line Amount	Contact	Phone Number

For loans you fund with your warehouse line, are you delegated, non-delegated or both?  Delegated  Non-Delegated  Both

## AGENCY INFORMATION

- 1) Do you want to broker FHA/HUD loans to Impac?  Yes  No **If "Yes", do you have a FHA ID #?**  Yes  No FHA ID #: \_\_\_\_\_
- 2) Do you want to broker VA loans to Impac?  Yes  No **If "Yes", you must either 1) provide a copy of your VA approval letter, or 2) submit a request for VA sponsorship with Impac. Check here if you wish to make a sponsorship request:**
- 3) Is the Applicant approved with Freddie Mac?  Yes  No **If "Yes", please provide the following:** ID #: \_\_\_\_\_ Date Approved: \_\_\_\_\_
- 4) Is the Applicant a Fannie Mae Seller/Service?  Yes  No **If "Yes", please provide the following:** ID #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Note: Broker and their employees are prohibited from having multiple roles in a single FHA-insured transaction and are prohibited from having multiple sources of compensation, either directly or indirectly, from a single FHA- insured transaction.

## DISCLOSURES

- 1) Within the last three (3) years, has the Applicant, its owners, its broker(s) of record or any of its employees (i) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority, (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations, (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or had a registration or license revoked by a federal or state mortgage banking/broker regulatory authority?  
 Yes  No
- 2) Has your company ever had unfavorable findings with regard to brokerage or mortgage operations or servicing activities included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigating agency?  
 Yes  No
- 3) Has any owner, partner, officer, director, employee or loan officer been affiliated with any company/business that was suspended by FHA, VA, Fannie Mae, or Freddie Mac and/or subject to any voluntary or involuntary bankruptcy proceedings?  
 Yes  No
- 4) Has the Applicant ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?  
 Yes  No
- 5) Has any owner, partner, officer, director, employee or loan officer of your company ever been found guilty of a felonious criminal offense?  
 Yes  No
- 6) Is there any pending litigation involving the company or any of its owners, partners, shareholders, directors, officers, employees or loan officers?  
 Yes  No
- 7) Has your company ever been denied, suspended or disqualified by any MI companies?  
 Yes  No
- If you answered "Yes" to any of questions 1-7, please explain (attach additional sheets if necessary):**
- \_\_\_\_\_

- 8) Does Applicant have a due diligence process in place to ensure compliance with "high-cost" and "predatory lending" statutes for all applicable federal, state and, if necessary, local laws?  
 Yes  No

**If you answered "Yes" to question 8, please select any of the following that apply (at least one):**

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

\_\_\_\_\_

**If you answered "No" to question 8, please select one of the following:**

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

\_\_\_\_\_

- 9) Have you been required to repurchase a loan(s) from lenders or investors in the past 12-months?  
 Yes  No

**If you answered "Yes" to question 9, please state number of loan(s): \_\_\_\_\_ Total dollar amount: \$ \_\_\_\_\_**

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

**If you answered "No" to question 10, please provide explanation for lack of process and/or steps taken to remediate**

- 11) Has the company adopted a policy for the regular training of all employees in federal and state regulatory compliance including but not limited to the processing, tracking and resolution of client and employee complaints?  
 Yes  No **If you answered "No" to question 11, please provide explanation for lack of process and/or steps taken to remediate**

## COMMUNICATIONS

From time to time, Impac Mortgage Corp., its subsidiaries or affiliates (collectively, "Impac") may communicate with approved brokers to provide them with valuable information related to their business relationship with Impac, including, without limitation, loan product information and notices. In some cases, the information may be communicated via Impac's web site. In other cases, the information may be communicated via email. To confirm the Applicant's agreement to receive communications via email, please check the appropriate boxes below:

1) Applicant hereby consents to receive information from Impac by email:

Yes  No

2) In connection with the above consent, the Applicant consents to receive such information at the email addresses provided in this application

Yes  No

3) Further, the Applicant consents to receive such information at any other or email address that the Applicant or its owners, officer, broker of record or employees may provide to Impac from time to time after the date of this application:

Yes  No

## AUTHORIZATION

I hereby authorize Impac to conduct a background check regarding any of the information provided on this application, including, without limitation, obtaining a credit report for any of the individuals listed on this application as an owner, broker of record or employee of the Applicant. In connection with this authorization, I hereby certify that I have obtained all required consents and approvals of all individuals listed on this application to authorize Impac and its affiliates to conduct such background checks and obtain such credit reports on such individuals. Applicant acknowledges that such reports and information will be obtained and used only in connection with Impac's approval of Applicant and evaluation of Applicant's eligibility to do business with Impac and not for any consumer credit or other purpose.

Applicant certifies to its best belief and knowledge that the information provided herein is true and correct.

Impac and its affiliates agree that any financial information provided by the Applicant will be treated as confidential and will not be released to any third party.

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### Broker of Record Signature

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Typed Name

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Title

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Firm Name

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Date

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### Majority Owner/Officer Signature

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Typed Name

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Title

---

Firm Name

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Date

**PLEASE NOTE: Current Impac policy does not allow for title or escrow services to be performed by any company which is owned, in part or in full, by the same owner(s) as the broker.**



## ENCOMPASS TPO and MERCURY ACCESS

### ENCOMPASS TPO ACCESS

For system access, please provide us the name, NMLS ID number (if applicable), e-mail address and phone number of the Manager and/or Administrator who will be responsible for maintaining user access to Impac’s loan submission website, Encompass TPO (<https://6769446648.secure-onlineorigination.com/default.aspx>). If you need assistance or training on how to use the website and manage access for your users, please feel free to contact your Account Executive or the Impac Client Administration department at [client.administrator@impacmail.com](mailto:client.administrator@impacmail.com).

#### Manager(s)

Name	e-mail Address	NMLS ID #	Phone Number	Administrator? Y/N

#### Administrator(s)

Name	e-mail Address	NMLS ID #	Phone Number

### MERCURY ACCESS

For system access, please provide us the name, e-mail address and phone number of who will need access to the Mercury system.

Name	e-mail Address	Phone Number



# CREDIT CONSENT

We hereby give our consent to have Impac Mortgage Corp. and/or their designated credit reporting bureau obtain any and all information concerning our employment, checking and/or savings accounts, obligations and all other credit matters which they may require in connection with our application to broker or sell loans.

This form may be reproduced or photocopied. A copy of the original signed form shall be considered effective consent.

\_\_\_\_\_/\_\_\_\_\_  
Broker of Record (Name/Signature)                      SS#                      Date

\_\_\_\_\_/\_\_\_\_\_  
Owner or Partner (Name/Signature)                      SS#                      Date

\_\_\_\_\_/\_\_\_\_\_  
Owner or Partner (Name/Signature)                      SS#                      Date

\_\_\_\_\_/\_\_\_\_\_  
Owner or Partner (Name/Signature)                      SS#                      Date



## BROKER AGREEMENT

This Broker Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Impac Mortgage Corp. ("Impac"), a California corporation, and \_\_\_\_\_, ("Broker"), a \_\_\_\_\_ (together, the "Parties").

**WHEREAS**, Broker is engaged in the business of soliciting mortgage loan applications from the general public for submission to lenders for funding consideration.

**WHEREAS**, Impac is in the business of accepting loan applications from mortgage brokers for the purpose of funding the loan in the name of Impac.

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

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

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

Broker hereby affirms that it shares Impac's commitment to abide by fair lending principles and its primary obligation is to act in the best interest of any loan applicant and, therefore, as a material inducement for Impac to enter into this Agreement, Broker agrees:

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

Broker acknowledges and shares Impac's commitment to preventing mortgage fraud. Broker understands that Impac views fraud as both a criminal and predatory practice and that Impac may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity under both state and federal law. Broker acknowledges receipt of Impac's Loan Fraud Zero Tolerance Policy and the FBI's Mortgage Fraud Warning Disclosure.

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

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

- A. Submit to Impac a completed mortgage loan application package (the "Package") from each applicant using such forms and under such programs, procedures and fee schedules as Impac periodically may establish.
- B. For any loan application that utilizes an automated underwriting system (e.g. Desktop Underwriter for Fannie Mae or Loan Prospector for Freddie Mac) offered to Broker for the purpose of issuing credit approval, Broker has properly and accurately input all income, debt and other information as stated on the loan application and as required by the applicable Guidelines.

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

**3. Submission and Processing of Mortgage Loan Application Package:**

- A. Broker will take information from prospective mortgage loan borrowers and submit to Impac a completed Package, together with such related materials as may be designated by Impac. All such applications and related materials shall be in the form and content as specified by Impac. In the event any form is incomplete or Impac requires additional information to evaluate the loan application, Broker will use its best efforts to assist in obtaining such additional information and/or documentation.
- B. In connection with the submission of any Package to Impac, Broker may perform the following services, as applicable, but without limitation:
  - i. Initiate/order verification of employment ("VOE") and verifications of deposits ("VOD"), plus any additional documents required to establish income, employment, and cash available for closing;
  - ii. Initiate/order credit reports and requests for mortgage and other loan verifications;
  - iii. Initiate/order inspections or engineering reports;
  - iv. Provide disclosures (e.g. truth-in-lending, good faith estimates, etc.) to the applicants as required by applicable law or as required by Impac; and
  - v. Participate in the loan closing, if requested by Impac.
- C. In addition, Broker will perform at least one of the following services for each loan funded hereunder:
  - i. Analyze the applicant's income and debt and pre-qualify the applicant to determine the maximum mortgage loan that the applicant can afford;
  - ii. Educate the applicant in the home financing process, advise the applicant about the different types of credit products available, and demonstrate how closing costs and monthly payments would vary under each product;
  - iii. Collect financial information (e.g. tax returns, bank statements) and other related documents that are part of the application process;
  - iv. Assist the applicant in understanding and clearing credit problems; and
  - v. Maintain regular contact with the applicant between application and closing to apprise them of the state of the application and the satisfaction of any outstanding conditions to closing, and gather any additional credit, financial and other information as needed.
- D. Broker understands that Impac will rely on the information provided and Broker shall review the accuracy and completeness of all information provided by the applicant, and shall at all times maintain the integrity of Broker's loan application and processing operations.
- E. All Packages submitted will comply with, but not limited to, the following:
  - i. The Equal Credit Opportunity Act ("ECOA") and Regulation B;
  - ii. The Fair Housing Act;
  - iii. The Home Mortgage Disclosure Act and Regulation C;
  - iv. The Real Estate Settlement Practices Act and Regulation X;
  - v. The Truth in Lending Act and Regulation Z;
  - vi. All Federal Housing Administration ("FHA") requirements and regulations.

**4. Broker Compensation:**

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

Broker's compensation as to a mortgage loan exceeds a reasonable amount, then Impac may withhold such compensation pending investigation and resolution.

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

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

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

##### **A. Regarding the Broker:**

Broker represents and warrants to Impac at all times the following:

- i. **Due Organization:** Broker, whether a sole proprietorship, corporation or limited liability company, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation or incorporation, has full power and authority to own its assets and carry on its business as it is now being conducted, and is duly qualified to transact business where such qualification is required.
- ii. **Due Business:** Broker is in compliance and will remain in compliance with all business licensing requirements to do business in the state(s) in which Broker originates any mortgage loan and possesses and agrees to maintain as valid, all necessary licenses, permits, and authority to engage in activities contemplated by this Agreement.
- iii. **Due Authority:** Broker has the requisite authority and capacity to enter into this Agreement and the person signing this Agreement for Broker has been fully authorized by Broker to enter into this Agreement and sign this Agreement on Broker's behalf.
- iv. **Exclusionary List:** Broker does not employ any individual involved in the origination process of a mortgage loan that is listed on the General Services Administration Excluded Party List or the HUD Limited Denial of Participation List. Broker has and will take reasonable steps to ensure s/he does not employ an individual on either list in compliance with FNMA Announcement SEL-2010-01.
- v. **Employees:** All mortgage loan applications submitted to Impac will be originated and prepared by trained employees of Broker, competent in all relevant aspects of mortgage lending activities and will be properly originated, prepared and completed in accordance with all applicable local state and federal law and regulations along with the procedures and Guidelines of Impac which shall be known to Broker.
- vi. **No Third Party:** No mortgage loan will be brokered to Impac that was originated by any party other than Broker or Broker's employees, without the express written consent of Impac.
- vii. **No Predatory, Unfair, Deceptive or Abusive Lending Acts or Practices:** No predatory, unfair, deceptive or abusive lending acts or practices were used in connection with the origination of any mortgage loan.
- viii. **Ability to Perform:** Broker meets the applicable standards set forth in the Guidelines for doing business with Impac. Neither Broker, nor any of its current or former (during the time of their employment by Broker) officers, directors, principal shareholders (if Broker is a corporation), members (if Broker is a limited liability company), partners (if Broker is a partnership), or loan officers or originators have ever been excluded from conducting business with Fannie Mae, Freddie Mac, FHA or the U.S. Department of Veterans Affairs ("VA"), are under investigation or have been indicted, convicted of a felony or for any offenses for any activity involving theft, fraud or forgery or otherwise prohibited by the mortgage lending industry.
- ix. **Compliance:** Broker has complied with (a) all terms, conditions, and requirements of the Guidelines and this Agreement and (b) all applicable federal, state and local laws and regulations, including, without limitation, making all disclosures relating to the amount and source of compensation or revenue paid to Broker by a borrower, Impac, or third parties.
- x. **No Escrow and Title Company Affiliation:** No escrow company or title company used by Broker for any mortgage loan submitted to Impac is owned, in whole or in part, by Broker.
- xi. **Anti-Money Laundering Laws:** At all times, Broker agrees to comply with all applicable federal, state and local anti-money laundering laws, orders and regulations, including, but not limited to, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control.
- xii. **Fair and Accurate Credit Transactions Act:** Broker has, at all times, been in compliance with the applicable provisions of the Fair and Accurate Credit Transactions Act and has established a written program to detect, identify and mitigate identity theft by recognizing relevant patterns, practices and specific forms of activity that are "red flags" signaling possible identity theft.

##### **B. Regarding the Mortgage Loan Package:**

Broker represents and warrants to Impac at the time any Package is submitted to Impac and at the time any mortgage loan is funded and closed that:

- i. **No High Cost Loans:** No mortgage loan: (a) is subject to the provisions of the Homeownership and Equity Protection Act of 1994 as amended, (b) is a "high cost" mortgage loan, "higher-priced mortgage loan", "covered" mortgage loan or "predatory" mortgage loan under any federal, state or local law, rule, or regulation, (c) is subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee

- liability to purchasers or holders of such mortgage loans, or (d) has total points and fees charged to the borrower in excess of the limits allowed by Fannie Mae and Freddie Mac as of the date the mortgage loan is closed.
- ii. **No Defenses/No Rescission:** No loan submitted by Broker is subject to any right of rescission, set-off, counterclaim or defense and none of the terms of the loan and none of the rights provided therein are unenforceable, in whole or in part, due to any action or inaction on the part of Broker.
  - iii. **Accuracy of Data:** None of the statements, documents, or information inputted by Broker or its agents into an automated underwriting system in regards to a Package or otherwise provided by Broker or its agents in regards to any Package contains or will contain any untrue, incomplete, inaccurate, erroneous statement, or omission of a material fact. Broker understands that by making the warranty in this paragraph, it is warranting the accuracy of all information Broker and its agents submit to Impac, whether or not Broker has knowledge or reason to suspect any inaccuracy or omission. Broker acknowledges that the information in the Package may be subject to Impac's independent verification, underwriting approval or quality control review, but this shall not relieve Broker from its duties, responsibilities, representations and warranties hereunder. Broker shall not be entitled to rely on such actions of Impac to in any way relieve Broker of its responsibilities, representations, and warranties herein.
  - iv. **Broker Payment and Ownership:** Unless disclosed to Impac in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and Broker (and its agents, employees, officers and directors) shall have no direct or indirect ownership in any property intended as security for the mortgage loan being reviewed by Impac for purposes of purchase.
  - v. **Third Party Payment:** Except as otherwise disclosed to Impac in writing before the brokering of any loan, Broker: (a) has not received, and has no agreement to receive, any direct or indirect payment from any third party with respect to Package (or the related real estate transaction), including without limitation, payments from escrow agents, appraisers, or real estate brokers, or agents of borrowers, and (b) unless disclosed in writing in advance to and approved by Impac, has no direct or indirect ownership interest in any property acting as security for the loan. Broker will not collect any fees in advance of closing from prospective borrowers unless permissible under applicable law and regulation and fully disclosed to Impac. Broker has not advanced funds or induced, selected or knowingly received an advance of funds by a party other than the borrower for the payment of any amount required to obtain the loan.
  - vi. **Hazard Insurance:** If Impac has determined that the property proposed as security for a mortgage loan is located in a special flood hazard area and that flood insurance is available under the National Flood Insurance Act of 1968, as amended, then the property is covered by a flood insurance policy in the required amount with an insurer acceptable to Impac. Broker has provided prospective borrowers with the Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance as prescribed by the Flood Disaster Protection Act of 1973, as amended, not later than the deadline imposed by such Act.
  - vii. **Acceptable Insurance:** All improvements upon the mortgaged property are insured by an insurer acceptable to Impac against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the mortgaged property is located, in an amount not less than the minimal amount set forth in the Guidelines for the applicable loan program. Each such insurance policy contains a "standard mortgagee clause" and such other clauses and endorsements as specified in the Guidelines.
  - viii. **FHA Insurance and VA Guaranty:** With respect to any FHA insured mortgage loan or a VA guaranteed mortgage loan, nothing has been done or omitted by Broker to invalidate the contract of insurance with the FHA or the VA guaranty.
  - ix. **Private Mortgage Insurance:** Broker has not done or omitted to do anything, the effect of which act or omission could cause a contract of private mortgage insurance to be canceled, denied or rescinded.
  - x. **Unacceptable Investment/Marketability:** Broker has no knowledge nor any reason to know: (a) of any damage to the property proposed as security for the loan by fire, windstorm or other casualty, (b) that any property has been or will be condemned, (c) of any detrimental conditions, which could reasonably be expected to adversely affect the market value of the property proposed as security for the loan including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, noncompliance with all applicable environmental laws, or other conditions similar to any of the foregoing, (d) of any or outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those which are affirmatively insured against by the title insurance policy, (e) of any outstanding oil, gas or other mineral interest not owned or controlled by the proposed borrower which might jeopardize the security interest in the property or any manner diminish the value of the property as security for the loan, (f) of any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the property proposed as security for the loan might not be at least the amount reported therein, or (g) of any circumstances or conditions with respect to the property proposed as security for the loan (including, without limitation, lack of any required inspections, licenses, or certificates, required by law), the borrower or the borrower's credit standing that could reasonably be expected to cause private institutional investors to regard the loan as an unacceptable investment, or cause the loan to become delinquent, or adversely affect the value or marketability of the loan.
  - xi. **VA Loans:** For any VA loan: (a) neither Broker nor any of its employees or agents is or has been on the VA's Limited Denial of Participation List ("LDP List"), (b) Broker notified Impac within five (5) business days of its discovery that any of its employees or agents is, has been, or will be in the LDP List, (c) Broker has not received any negative reporting on the Credit Alert Verification Reporting System ("CAIVERS"), (d) Broker notified Impac within five (5) business days of its discovery that it has received any negative reporting on CAIVERS, (e) Broker will not and has not charged any fees in excess of those allowed by the VA, (f) Broker has and will

pay its annual VA renewal fees in a timely manner, and (g) Broker has not and will not submit a VA loan to Impac that has previously been declined by the VA.

- xii. **FHA Loans:** For any FHA insured loan: (a) Broker has: (1) been approved as an FHA correspondent and was neither suspended nor terminated by the FHA, (2) successfully obtained its certification as a FHA originator, or (3) employed a certified FHA processor or FHA originator while obtaining its status as a certified FHA originator and will become a certified FHA originator within sixty (60) days of executing this Agreement, and (b) all of Broker's employees who were involved in the origination or processing of a FHA loan were properly trained by Broker in and knowledgeable of all applicable FHA guidelines.
- xiii. **No Interest in Property:** No Package has been submitted where either Broker or any of its employees has any direct or indirect interest in the property securing the loan.

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

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

#### **8. Indemnification:**

Broker shall indemnify and hold Impac, and their respective officers, directors, employees, shareholders, representative, successors, assigns, agents and affiliates (collectively, the "Indemnitees"), harmless from and against, and shall reimburse the Indemnitees with respect to, any and all losses, damages, demands, claims, liabilities, costs and expenses, including reasonable attorneys' fees, whether or not a lawsuit is filed, of any nature or cause whatsoever, incurred by reason of or arising out of or in connection with:

- A. Any breach of any representation, warranty or covenant contained in this Agreement; or
- B. Broker's failure to perform any of its obligation under this Agreement.

#### **9. Early Payoff and Early Payment Default:**

##### **A. Early Payoff**

In addition to any other remedies available to Impac under this Agreement, a Broker shall pay Impac an early payoff fee with respect to any loan that meets any of the following conditions:

- i. Any conventional mortgage loan that is paid off within one hundred twenty (120) days of the funding date;
- ii. Any government mortgage loan that is paid off within one hundred fifty (150) days of the funding date;
- iii. Any non-agency or jumbo loan that is paid off within one hundred eighty (180) days of the funding date.

For the early payoff fee, Broker shall pay to Impac any compensation Impac paid to Broker in connection with such loan, less any prepayment penalty, if any, collected by Impac under the terms of the loan.

##### **B. Early Payment Default**

In the event that the borrower of a loan funded by Impac becomes delinquent, with respect to any of the following conditions:

- i. For any mortgage loan that is eligible to be sold to or insured by any agency, any of the first four (4) monthly payments due to Impac, which has not been received by Impac by the close of business on the ninetieth (90) day after its due date; or
- ii. For any other mortgage loan, any of the first four (4) monthly payments due to Impac that has not been received by Impac by the close of business on or before the last calendar day of the month in which such payment is due, unless such delinquency was the result of a servicing transfer error or the applicable borrower paid the applicable monthly payment to the prior servicer in a timely manner.

Any loan with the above conditions will be regarded as an early payment default. Broker shall, at Impac's sole option, either: (a) repurchase the loan; or (b) pay Impac an administrative fee of one thousand five hundred dollars (\$1,500.00), along with any compensation Broker received for the loan from Impac.

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

- A. **Request for Repurchase.** Upon discovery by either Broker or Impac of a material breach of any representation or warranty in this Agreement, Broker shall, upon demand, repurchase any mortgage loan materially affected thereby. Impac shall exercise such option by written notice to Broker. Within thirty (30) days thereafter, Broker shall pay the full repurchase amount by wire transfer to Impac and forward all appropriate instruments of assignment, all of which shall be without recourse to Impac (or such investor, if applicable). For purposes of this Section 10, the "mortgage

loan” shall mean both funded loans and the real property security for any mortgage loan should Impac or any investor become the owner thereof through foreclosure or otherwise.

- B. **Repurchase Price:** The price which Broker will pay to Impac to repurchase a mortgage loan shall be calculated as follows: (a) if the loan has been sold or assigned to a secondary market investor by Impac, the repurchase price shall be equal to: (1) all amounts paid by Impac to such assignee (including any servicing release fee or other fee or premium) to repurchase such loan, plus (2) accrued but unpaid interest on such loan from the date of repurchase by Impac from such secondary market investor through the date of repurchase by Broker from Impac, plus (3) the borrower’s current escrow/impound account balance, if any; or (b) if the loan has never been sold or assigned by Impac, the repurchase price shall be equal to: (1) the unpaid principal balance of the mortgage loan, plus (2) any accrued but unpaid interest through the date of repurchase of the loan, less any fees previously paid to Impac (but excluding any applied buydown subsidy), plus (3) borrower’s current escrow/impound account balance, if any, deposited with Impac, plus (4) any fees or premium previously paid to Broker by Impac, plus (5) other costs incurred by Impac related to the loan through the date of Broker’s purchase (or, in the case of FHA and VA loans, through the last day of the calendar month in which the repurchase takes place). Upon Broker’s purchase of a mortgage loan, Broker shall also assume all servicing obligations in connection therewith.

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

Impac agrees to review all packages submitted by Broker; however, mortgage loan approval shall be within Impac’s sole discretion. Broker shall not represent that Impac has approved or will approve any mortgage loan until Broker is informed by Impac in writing. Mortgage loans shall close in the name of Impac and Impac shall appear on the promissory note as beneficiary. In the event that a mortgage loan application is denied, Impac shall cause to be delivered to Broker a statement of credit denial, termination or change. Broker agrees to inform applicant of the adverse action on the mortgage loan application in accordance with the regulations of ECOA.

**12. Change in Underwriting Standards:**

Broker agrees that Impac’s underwriting standards may be amended at any subsequent time upon reasonable prior written notice to Broker. Upon such change and written notice, Broker shall comply with all modified Guidelines and modifications thereto. In the event Impac purchases a mortgage loan which does not comply with the Guidelines, the exception must be pre-approved in writing by Impac and Impac may purchase such loans at Impac’s option and sole discretion; provided, however, that any such purchase shall not constitute a waiver of any other guidelines, except as to that loan, and shall not obligate Impac to purchase any other mortgage loans which do not strictly conform to said Guidelines.

**13. Inspection Rights of Impac and Recertification Compliance:**

- A. Broker agrees to keep and maintain its books and records as to mortgage loans hereunder so as to meet and comply with federal and state laws and regulations. Broker hereby grants permission and authority to Impac to audit its, books, records, files, facilities, and the experience and qualifications of Broker’s staff, as well as its operations, quality control, procedures, policies, manuals, and employee compensation. Any such audit may be conducted at the location where Broker’s activities are performed during normal business hours and Broker agrees to cooperate in any such audit. Broker understands that Impac will maintain an active quality control system and that Impac may routinely re-verify pertinent credit documentation and appraisals submitted by Broker even after a loan is closed or sold to Impac.
- B. Broker agrees and authorizes Impac to verify, monitor, and report the business quality of Broker and its brokerage business at Impac’s expense. Impac may use industry sources such as, but not limited to, MARI, Dunn & Bradstreet, and other business credit reports to obtain and report, as the case may be, such information. Impac reserves, in its sole discretion, the right to cancel this Agreement based on such findings.
- C. During the term of this Agreement, Impac will conduct an annual recertification process. Broker will furnish Impac with: (i) copies of all renewals of its licenses within thirty (30) days after same are issued to Broker by the applicable regulatory authorities; and (ii) copies of Broker’s financial statements promptly after the same become available. In the event Broker does not obtain an audited financial statement, Broker will furnish Impac with its internally prepared financial statements. If requested by Impac, Broker shall also provide any other information reasonably related to substantiating Broker’s continuing eligibility status, including, but not limited to, quality control procedures and processes. Impac, in its sole discretion, may terminate this Agreement should Broker fail to maintain any of its eligibility thresholds.

**14. Notices:**

All notices required herein shall be in writing and shall be delivered in person; by United States Postal Service certified or registered mail, return receipt requested; by nationally recognized overnight courier; or electronically to the addresses provided below. All such notices are effective upon receipt.

If to Impac: 19500 Jamboree Rd.  
Irvine, CA 92612  
Attn: Client Administration

If to Broker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Broker shall not have the right to assign any of its duties, obligations, or rights under this Agreement without the prior written consent of Impac, which consent is subject to Impac's sole discretion.

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

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

**17. Entire Agreement:**

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

**18. Enforceability of Agreement:**

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

**19. Further Acts of Parties:**

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

**20. Captions:**

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

**21. Waiver:**

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

**22. Confidentiality of Information:**

- A. Each party recognizes that, in connection with this Agreement, it may become privy to non-public information regarding the financial condition, operations and prospects of the other party. Each party agrees to keep all non-public information regarding the other party strictly confidential, and to use all such information solely in order to effectuate and enforce this Agreement, provided that each party may provide confidential information to its employees, agents and affiliates who have a need to know such information in order to effectuate and enforce this Agreement. The receiving party may disclose confidential information as may be required by regulatory request, law, or court order,

but must first notify the discloser, if legally permitted and practicable, so that the discloser may seek a protective order at its sole cost (with the recipient providing cooperation).

- B. Each party agrees that it will ensure the protection and security of nonpublic personal information in compliance with the Gramm-Leach-Bliley Act and implementing regulations thereof, and all other applicable laws, rules, and regulations including, but not limited to, the California Consumer Privacy Act. Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration or destruction of nonpublic personal information and shall inform the other party as soon as possible of any security breach or other incident involving possible unauthorized disclosure of or access to nonpublic personal information.

**23. Rights of Offset:**

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

**24. Termination:**

This Agreement will continue until terminated by either party. Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice to the other. Either party may terminate this Agreement immediately without prior notice for cause, including, without limitation, breach of any representation, warranty, promise, or agreement made or deemed to be made in this Agreement or the Guidelines, or default in performance of any duty, obligation or responsibility hereunder or under the Guidelines. Impac may terminate this Agreement without prior notice if Broker has not brokered any loans to Impac within any consecutive six (6) month period. All representations, warranties, rights to audits, indemnity obligations, and other remedies will survive the termination of this Agreement.

**25. Future Communication:**

Broker permits and authorizes Impac and its affiliates to send to Broker and Broker's employees, via e-mail, fax or other electronic transmission: (a) notifications concerning changes to existing products, (b) new product features, (c) general business communications, and (d) other marketing materials. Broker acknowledges that such information is provided by Impac for use by Broker and Broker's employees pursuant to the ongoing commercial relationship between Broker and Impac, as outlined herein.

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

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

**27. Costs and Expenses:**

All costs and expenses incurred in connection with Broker's transfer and delivery of any mortgage loan to Impac including without limitation, Broker's attorney's fees, shall be paid by Broker.

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

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

**IN WITNESS WHEREOF**, Impac and Broker have caused this Agreement to be executed as of the day and year first written above.

**IMPAC MORTGAGE CORP.**

**BROKER**

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_



# ADDENDUM TO BROKER AGREEMENT BANK STATEMENT VERIFICATION

This Addendum to Broker Agreement – Bank Statement (“Addendum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Impac Mortgage Corp. (“Impac”) and \_\_\_\_\_ (hereinafter referred to as “Broker”).

WHEREAS, the parties wish to amend the previously entered into Broker Agreement (originally entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_) (the “Original Agreement”) for the purposes of allowing Impac to utilize certain bank statement verification products in connection with applications submitted to Impac by Broker.

NOW, THEREFORE, the Original Agreement will be amended by inserting the following language:

\_\_\_\_\_. Bank Statement Verification

Impac utilizes bank statement verification products offered through various third party bank statement verification partners (“Verification Partners”). These Verification Partners allow a consumer to securely login to their online financial institution accounts and give Impac access to secure and accurate consumer financial bank statement data (the “Verification Experience”). As part of the Verification Experience the consumer will receive an email sent from Impac on behalf of the Broker. The email will be co-branded with Impac and Broker’s name including Broker’s logo. This email will provide information to the consumer on the Verification Experience and will provide a link to the Verification Partner’s site where account access authorization will be provided by the consumer. There is no obligation on the part of the consumer to engage in the Verification Experience. From time to time, Impac may provide financial incentives to the Broker and/or the consumer if they engage in the Verification Experience. Broker agrees to review training materials provided by Impac on the Verification Experience and to educate consumers on the process should the consumer inquire. Broker agrees to provide Impac with its most current logo in a format acceptable by Impac for insertion into the Verification Experience email. Broker agrees to hold Impac harmless in connection with any aspect of the Verification Experience and that Impac will not indemnify Broker regarding any aspect of the Verification Experience.

**IMPAC**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BROKER**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_



# LENDER-PAID COMPENSATION PLAN SELECTION FORM

Broker Name: \_\_\_\_\_ NMLS ID #: \_\_\_\_\_

Impac Mortgage Corp. ("Impac") requests brokers to select the Lender-Paid Compensation Plan that you want based on the plan selections we offer below. The compensation plan selected applies to all branches of your mortgage company and is binding for all lender-paid loans locked by Impac during the applicable period. For a new broker, your plan selection will start immediately and will remain in effect until you timely contact Impac for a change. Changes to your compensation plan are allow to be made greater than or equal to 90 days from the last change date. The "Last change" date is defined as follows:

- For newly approved brokers, the commencement date of the compensation plan is considered the date when the first application was submitted under the plan
  - E.g., if a broker is approved 1/1/2018, but does not submit their first application until 1/15/2018, the date of "last change" is 1/15/2018. If the broker subsequently request to make a compensation plan change on 4/1/2018, the request would be denied as not having met the 90-day requirement.
- For existing approved brokers, the last change date is considered the date the plan was approved by Client Administration (submission of applications under the "new" plan is not relevant)
  - E.g., if a new broker submits a plan change request on 1/1/2018 but never submits an application on that plan, the broker cannot come in on 1/15/2018 and request to be reverted back to an old or different plan. The next allowable change period begins 4/1/2018.
- For new brokers, if no loan has ever been originated under the initially approved plan, a change can be made prior to the first submitted application

Note: Upon request Impac will honor compensation changes to be effective on current pipeline loans.

Broker Multi-State Branches. If Broker has branches in more than one state the Broker's compensation may vary from state to state based on additional costs and expenses associated with originating loans at each branch location, however, all of Broker's branches located in the same state will be on the same broker compensation plan with Impac.

Please check below the Lender-Paid Compensation Plan that you want starting with the above selected period. If you desire a floor and/or ceiling that will restrict your total compensation, please complete item #2. Please return the completed form to us promptly at clientadmin@impacmail.com. If you do not notify us of changes to your compensation plan timely, your current compensation plan selection will continue for the next quarterly period. In addition, if you have not previously selected a compensation plan and do not select one using this form, you will be assigned a compensation plan percentage of 2% with no flat fee, floor or ceiling. Please note that if your current compensation plan does not meet the choices available on the attached document, your compensation will roll into our default plan which is 2% with no flat fee, floor or ceiling.

**Contact your Account Executive with any questions regarding this form.**

1) Please select from one of the available compensation plans:

<b>Percentage</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>1.75%</b>
	<b>2.00%</b>	<b>2.25%</b>	<b>2.50%</b>	

2) If you desire a floor and/or ceiling that will restrict your total compensation, please complete the section below:

<b>Floor:</b>	<b>No Floor</b>	<b>\$1,000</b>	<b>\$2,000</b>	<b>\$3,000</b>
<b>Ceiling:</b>	<b>No Ceiling</b>	<b>\$5,000</b>	<b>\$10,000</b>	<b>\$15,000</b>

3) If you desire a flat fee (Optional), please complete the section below

<b>Flat Fee:</b>	<b>\$500</b>	<b>\$750</b>	<b>\$1,000</b>
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*Please Note: \$500 flat fee is the only option available with 2.5%*

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Date



## COMPLIANCE ATTESTATION FORM

On behalf of \_\_\_\_\_ (the "Company"), I certify that the Company has implemented an Anti-Money Laundering Program compliant with FinCEN's Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for residential mortgage lenders and originators and that said program contains:

- Policies, procedures and internal controls, based upon an assessment of money laundering and terrorist financing risks associated with the mortgage broker's/correspondent lender's products and services that will reasonably prevent, detect and report potential money laundering and other suspicious activity.
- Appointment of an AML Compliance Officer to administer the policy who is knowledgeable with Anti-Money Laundering and Suspicious Activity Report requirements
- A requirement for educating and training appropriate staff, either internally or by a third-party
- Independent testing, either by a third-party or internally, but not by the AML Compliance Officer, to monitor and maintain an adequate program
- A requirement to report suspicious activity to FinCEN within 30 days of discovery

In addition, all appropriate employees of the Company have received AML-SAR training.

Furthermore, I have reviewed Impac's Fair Lending Policy statement, a copy of which was provided as part of our application package or recertification, and acknowledge that the Company is committed to the practices of fair lending.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

*To ensure our clients are compliant with FinCEN's AML and SAR requirements and Impac's Fair Lending policy statement we require the above Compliance Attestation form to be completed and returned to Impac's Client Administration department via email at [client.administrator@impacmail.com](mailto:client.administrator@impacmail.com).*



# LOAN FRAUD ZERO TOLERANCE

All approved Wholesale Loan Brokers and Correspondents must be aware that the licensed real estate broker, mortgage lender, mortgage banker or loan broker (collectively, the "TPO") bears the responsibility for all actions of the TPO's employees or licensees. The TPO is responsible for the content and quality of each application taken and each loan submitted to Impac.

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

### Types of Loan Fraud

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

### Impact of Loan Fraud

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

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

### Consequences to TPO

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

I have read the foregoing and understand Impac's position on "Loan Fraud".

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF "BROKER OF RECORD"

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OFFICER

\_\_\_\_\_  
COMPANY NMLS NUMBER

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

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

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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