



LOAN ORIGINATOR PROCESSING AGREEMENT

THIS LOAN PROCESSING AGREEMENT is made and entered into this ____ day in the month of _____ for the year 200____, by and between _____ (Client name), hereinafter referred to as "the Client", and Innovative Edge Processing, hereinafter referred to as "IEP", where taken together "the Parties".

WITNESSETH:

WHEREAS, the Client is properly licensed and approved to broker/originate and close mortgage loans and;

WHEREAS IEP has experience processing mortgage loan applications and is interested in processing mortgage loan applications originated by the Client in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Loan Processing:** The Client may submit loan applications it has originated to IEP for loan processing. IEP agrees to promptly and diligently process such loan applications in compliance with all applicable laws and regulations. IEP will make every reasonable effort to ensure that all loan applications are fully processed to the extent that the Client's chosen lender's requirements are satisfied.
- 2. Duties of The Client:** The Client shall: (i) take and complete the application for the Loans (the "application"); (ii) collect the Application fee, if applicable, (iii) pre-qualify the applicants for the loans (the "Applicant"); (iv) pull borrowers credit report; (v) collect W-2's, pay stubs, bank statements, tax returns (if the accelerated package is chosen); (vi) designate which appraiser IEP shall be used; (vii) complete and timely forward of the initial good faith estimate; (viii) deliver to IEP the Application together with all other documents and information referenced in this paragraph or otherwise required by the lender (collectively, the "Loan File" if the "accelerated package" is chosen) to be processed by IEP.
- 3. Loan Processing Fees:** The Client understands, and agrees to, the fact that the most mutually desirable method of payment of all fees due IEP, accrued pursuant to the terms of this agreement, is by direct payment by the designated closing agent/escrow involved in each transaction. By signing this agreement, including the separate attachment A & B, the Client pledges its complete support for this stated method of payment of fees due IEP and further agrees to include the IEP fee on the "Broker Fee Sheet", in all cases possible. The Client further agrees that in cases where payment of third party processing fees are restricted it will instruct the closing agent/escrow to deduct from the funds due to the client, the fees due to IEP, and forward them directly to IEP, upon all invoices submitted to the closing agent/escrow.



4. **Disclosures:** IEP assumes no liability for errors or omissions of third parties on loan application or closing documentation. The Client is solely responsible for verifying closing figures and all documents prior to signing as well as ensuring that all loan documents meet state and federal guidelines. Additionally, the Company is responsible for the following: i) Preparing the "good Faith Estimate/Broker Demand/Fee Sheet, ii) Choosing the lender the application will be submitted to (iii) locking the interest rate with the lender; iv) Providing to IEP the missing items from the borrower as outlined helping gather the missing items from the "missing items list" as provided by IEP; (v) Discussing and disclosing the interest rates and loan terms with the borrower, and (vi) Forwarding all original documentation to IEP as requested.

5. **Indemnification:** The Client shall indemnify, defend and hold IEP harmless from any and all claims, liability and costs arising out of, or in any way connected with the Clients performance under this Agreement. IEP shall not be responsible for any files after closing or any files that do not close.

6. **Applicable Law:** This agreement will be governed by, and construed in accordance with the laws of the State of Massachusetts.

7. **Confidentiality:** IEP agrees to treat as confidential the identities of, and all financial information submitted by, all borrowers whose loan applications are being processed, or have been processed, by IEP. IEP will not be doing anything with non- public personal information other than what they have been contracted to do by the Client.

8. **Termination of Agreement:** Either party may terminate this agreement at will by notifying IEP in writing their intention to terminate this agreement. If either party terminates this Agreement, IEP agrees to promptly deliver to the Client all loan application files currently being processed, and all files for loans that have closed, in exchange for any outstanding fees that might be due to IEP.

9. **Non-solicitation:**

(a) IEP agrees that it will not solicit any of the borrowers whose loan applications are submitted to IEP for the purpose of obtaining loans for such persons. IEP shall not convey or transfer any loan application information to any other company without specific written permission from the Client.

10. **Independent Contractor:** The Client acknowledges and agrees that IEP is not an employee of the Client and is an independent contractor. IEP may, from time to time, fill out order forms on behalf of the Client in order to secure appraisals, credit reports, title insurance, surveys, Home Owners Certificates and other documents necessary to perform its processing obligations. It is understood that IEP orders these documents only as a courtesy to the Client, and the Client agrees to accept financial responsibility for any and all documents ordered in connection with the processing of their loan applications. The Client agrees to accept 100% financial responsibility for any audits conducted by the state and federal agencies or claims made by borrower in connection with the Processed Loan File.



11. **Fees and Charges:** See "Attachment A"

12. **Responsibility of the Client:** See "Attachment B"

IN WITNESS WHEREOF, the Client has entered into this agreement as of the date written herein below. By signing below, you certify that you are authorized to sign for the Client and agree to the aforementioned terms, as governed by the laws of the State of Massachusetts.

Signed this _____ day of _____ 20___. Agreed, as governed by the laws of the State of Massachusetts.

Client Name:

Address: _____

Tel #: _____ Fax #: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Innovate Edge Processing

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note: If Agreement is Faxed; IEP and the Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or email transmission. Signature transmitted by such shall have the same effect as original signatures.



“Attachment A”

Loan Processing Agreement Fee List

Conventional/Conforming loans	\$600
FHA/VA/USDA	\$600
Jumbo Loans	\$600
Piggyback/HELOC/2nd Mortgages	\$50
Sub-Prime/None Conforming Loans	\$60
Stand-Alone/HELOC /2nd Mortgages	\$100
Re-Submission to 2nd lender	No Change
Re-Submission to 3 rd lender	\$50
Preparing a Subordination Agreement	\$50

Additional Fee’s may be incurred:

Courier/postage/overnight delivery fee’s if applicable

Any charges to Innovative Edge Processing for borrower verifications, including toll-free telephone charges and service fees (i.e. The Work Number, “1-900” charges for VOD’s etc.)

Additional fees for work done beyond the terms of the Agreement may be negotiated on a case-by-case basis

Innovative Edge Processing will provide a detailed invoice to document all fees and expenses.

Our loan processing fee is paid at the time of the closing by the Client or on the settlement statement as a third-party line item.

*IEP does not assess any charges for loans that do not close.



“Attachment B”

Responsibility of the Client

The loan officer/client will be responsible for the following items:

- Interest rates – locking the loan and extension of the lock
- State & Federal Compliance
- Fee’s & Giving final approval on the Hud-1 statements
- Commitment Letters
- Maintaining file for their records
- Payment to Innovative Edge Processing when the payment is not allowed on hud per the lender
- Providing payment for a Subordination Request before the request can be submitted