

PRECISION PROCESSING & BROKER AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Precision Processing and \_\_\_\_\_ (Mortgage Broker), a U.S. company hereinafter referred to as "the Broker"

Precision Processing has substantial experience processing mortgage loan applications and is interested in processing mortgage loan applications and arranging for funding of loans originated by the Broker in accordance with the terms set forth below.

The Broker is in the business of brokering mortgage loan applications and desires to enter into a contractual arrangement with Precision Processing pursuant to which Precision Processing will process the Loans submitted to Precision Processing by Broker.

This stated, and in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Duties of Broker. Broker shall: (1) take a complete application (1003) for the Loan (2) pre-qualify the borrower for the loan and provide a pregrade or Lender Registration to Precision Processing (Brokers are responsible for rate locks and extensions) (3) pulling tri-merge credit report if needed (4) Disclose package per RESPA and request any initial documents needed from the customer (5) Responsible for appraiser to be paid (6) complete and timely forward of the loan, allowing Precision Processing adequate time to achieve all tentative closing dates (7) be available to review and sign off on the fee sheet and HUD prior to closing.

2. Duties of Precision Processing Precision Processing shall, immediately upon receipt of the loan file via electronically or hard file, begin processing which shall include but not limited to: (1) Review the file and send a e-mail within 24 hours confirming receipt and a list of foreseeable conditions needed for U/W to the loan officer (2) order or follow up on appraisal, title and additional documents needed for u/w (3) delivery of the loan file to the investor for u/w. Follow up and clear any remaining conditions (4) scheduling of closing and completion of fee sheet; (6) return of original file for brokers auditing purposes.

3. Contact with Borrowers. Precision Processing acknowledges that the Borrowers are proprietary to the Broker. Broker may agree to allow Precision Processing to contact and otherwise discuss the respective Loan file with and obtain information from the borrowers. If you would like Precision Processing to contact your customers, be sure to circle YES on the submission form.

4. Fee Broker agrees to pay specified processing fee as stated on the pricing sheet. To collect payment, Precision Processing will either (1) submit an invoice to the closing agent, and be paid at the fund of escrow; if Closing Agent fails to pay Precision Processing and includes Precision Processing fee in Broker check, Broker shall pay Precision Processing directly (2) invoice submitted directly to the Broker. Please remit payment upon receipt of funded check.

5. Representations and Warranties. Each party represents to the other that the respective duties and obligations of each party shall be performed in a prompt and professional and prudent manner in accordance with all applicable state and federal regulations. All loan information between parties in this agreement will be confidential and not sold to or discussed with parties outside of this agreement, with the exception of third party providers and lenders that are specific to the transaction. Precision Processing further assures that it will not solicit any of the borrowers whose loan applications are submitted to Precision Processing for the purpose of obtaining loans for such persons. Precision Processing will not convey or transfer any loan application to any other brokerage company without specific written permission from the Broker.

6. Nature of Relationship. Precision Processing and Broker acknowledge that at all times they are operating as independent parties. Nothing contained herein shall constitute a partnership or joint venture between Precision Processing and Broker. Broker acknowledges that Precision Processing is not an employee of the Broker but operating as an "Independent Contractor". Precision Processing may, from time to time, fill out order forms on behalf of the Broker in order to secure appraisals, credit reports, verifications of employment, deposit and rent or mortgage history, insurance certificates and other documents necessary to perform its processing obligations. The Broker agrees to accept 100% financial responsibility for any audits conducted by state and federal agencies or claims made by borrower in connection with the processed Loan file. Mortgage Broker does not assume financial responsibility in the event Precision Processing is found to have committed fraud on a Processed Loan file.

7. Termination of this Agreement: This agreement is an "at will" agreement. No notice is required if either party is unhappy with the relationship. All services rendered, shall be paid for in full.

8. Indemnification. Each party agrees to indemnify and hold the other party harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorney's fees, relating to or arising out of or in connection with such party's breach of representations and warranties or other term or provision of this Agreement.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the remainder of this Agreement, which shall be enforced to the fullest extent practicable.

Precision Processing  
By: \_\_\_\_\_  
Caroline Sokol, President

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

BROKER:  
By: \_\_\_\_\_

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

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