

## WEI Mortgage Corporation

**Broker ID #:** \_\_\_\_\_

**AE Name:** \_\_\_\_\_

Thank you for your interest in becoming an approved broker with WEI Mortgage Corporation.

Please prepare following documents, sign and mail them to WEI's office to complete this process.

- (i) **Broker Licenses** (must be current and active)
- (ii) **Agreement**
- (iii) **IRS Form W-9**

If you have any questions, please contact your Account Executive or call (240) 243-9000 to talk to a Customer Representative at WEI.

Please reference your Broker ID on all correspondence.

**Mailing Address:** WEI Mortgage Corporation  
Attn to: Wholesale Application  
15200 Shady Grove Rd Suite 206  
Rockville, MD 20850

**Phone No.:** (240) 243-9000  
**Fax No.:** (240) 243-9100

**Website:** <http://weilending.com>



Broker Name: \_\_\_\_\_ (“Broker”)

Address: \_\_\_\_\_

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

## BROKER AGREEMENT

Pursuant to this Broker Agreement (the “Agreement”), WEI Mortgage Corporation (“WEI”) and Broker (collectively the “Parties”) hereby agree as follows:

- 1. Origination.** Broker, in its discretion, and at its sole expense, may submit to WEI on behalf of a prospective Borrower’s application for a residential mortgage loans (“Mortgage Loan”) which conforms to all the requirements of the specific mortgage loan program at the time the application is submitted. The acceptance or processing of any loan application shall not be construed as a commitment by WEI to fund the Mortgage Loan. The decision to approve any loan application shall be in the sole discretion of WEI. Broker has no authority to obligate, commit or bind WEI for any purpose, without WEI’s prior written consent. Broker shall not make any commitment to any loan applicant on behalf of WEI without WEI’s prior written approval. WEI, in its sole discretion, may revoke its approval of Broker under this Agreement at any time.
- 2. Compliance with Policies.** Broker shall comply with the terms of this Agreement and all of WEI’s policies and procedures in conjunction with the registration of Mortgage Loan applications for Mortgage Loans under WEI’s programs. Broker shall be responsible for determining whether an application meets the terms and requirements of the programs provided and WEI shall have no obligation to register a loan which does not comply with those terms and requirements.
- 3. Documentation.** Each Mortgage Loan application must be in accordance with WEI’s program guide and be on forms acceptable to WEI. Broker shall submit to WEI for each registered Mortgage Loan the application signed by the applicant and such credit, financial and other information necessary for WEI to investigate, underwrite and fully review the application. Broker shall assist WEI in obtaining any additional information needed by WEI or to otherwise facilitate the closing of the Mortgage Loan transaction. Broker shall maintain a complete and accurate account, satisfactory to WEI, of all funds collected and paid relating to the Mortgage Loans. The contents of all Mortgage Loan packages submitted to WEI shall immediately become the property of WEI, and all information therein may be subject to WEI’s independent verification; provided, however that any investigation by WEI of such information shall in no way release the Broker from its duties pursuant to this Agreement. Broker irrevocably appoints WEI as its attorney-in-fact with full power of substitution for and on behalf of Broker for the limited purpose of endorsing any checks, instruments or other papers representing payments on Mortgage Loans funded by WEI and Broker hereby consents to WEI completing, executing, delivering and recording any assignment or other document, to endorse any Mortgage Loan note in the name of Broker and do every act or thing necessary or desirable to effect transfer of a WEI funded Mortgage Loan note or mortgage or any related collateral to protect the interest of WEI in the collateral for the Mortgage Loans.
- 4. Fraud.** (a) Broker shall not submit any application or other Mortgage Loan document containing fraud or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by the Broker, its employees or licensees, or the Borrower, or any other third party involved in the origination of the Mortgage Loan. Broker shall cooperate in any fraud or excess delinquency investigations conducted by WEI. WEI shall have the right to conduct quality control audits during Broker’s normal business hours and to review those files related to Mortgage Loan packages submitted to WEI and the books, records, reports, statistics and other documents of Broker relating to the Mortgage Loans and to Broker’s closing procedures, and its communications with WEI. Immediately upon request, Broker shall provide to WEI copies of any written reports on regulatory audits of Broker’s business and operations. (b) Broker shall not submit any application or other Mortgage Loan document containing fraud or misrepresentation information. Broker shall purchase any Mortgage Loan if fraud has occurred in the origination of the Mortgage Loan. Broker understands and agrees that in the event that WEI reasonably believes misrepresentations or fraud, including but not limited to instances of misstatements and/or inconsistencies generated either by Broker, with Broker’s knowledge, or should have been discovered upon Broker’s reasonable diligence, exists in an application or other related document, then WEI may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies and fraud databases. Broker acknowledges the importance of WEI’s right, and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with WEI’s disclosure of such information.
- 5. Compliance with Laws.** (a) WEI is committed to comply with all laws and regulations and requires that each Broker shall comply with all laws and regulations applicable to it as a mortgage broker under HUD regulations, including, but not limited to, the Real Estate Settlement Procedures Act and Regulation X, the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Housing Act, Fair Credit Reporting Act, the Privacy Act, the Fair Debt Collections Practices Act and all other applicable local, state and federal laws and regulations. The Broker shall strictly comply with all applicable laws prohibiting predatory lending, lending discrimination and unfair or deceptive practices. Broker agrees that it will deliver to WEI upon demand, evidence of compliance with all such requirements enumerated in this Section 5. (b) Broker shall provide fair and equitable treatment to all home loan applicants, regardless of race, color, gender, marital status, familial status, immigration status, sexual orientation, religion, disability or national origin.
- 6. Agreement with Credit Information Providers.** Broker shall strictly comply with all applicable laws and regulations regarding the access of consumer credit, including but not limited to the Fair Credit Reporting Act and its implementing regulations. Notwithstanding anything in this Section to the contrary, Broker acknowledges and agrees that WEI may receive certain consideration pursuant to Broker’s relationship with such third party credit provider. WEI shall provide a list of approved credit providers to the Broker upon request. In no case may WEI access credit for a Broker without the written authorization from such Broker that WEI may act on its behalf.
- 7. Fees on Funded Mortgage Loans.** All broker compensation due to the Broker in connection with the application for or the processing, making or closing of any Mortgage Loan may be deducted from the proceeds of the Mortgage Loan and will be paid upon completion of all Mortgage Loan documentation in accordance with the Mortgage Loan closing instructions. Broker agrees to charge only such fees for its services and such expenses as are permitted by applicable law. No consideration of any kind shall be due or payable on any Mortgage Loan transaction unless and until 48 hours after confirmation that the Mortgage Loan has been funded and closed by WEI. No broker compensation will be due and payable from WEI to Broker if the proposed Mortgage Loan is not accepted and funded by WEI.
- 8. No Additional Fees.** Broker represents and warrants that Broker shall be responsible for all costs and expenses of Broker and Broker’s service providers, including but not limited to third party credit providers, and WEI shall have no responsibility for all liability therefore; and that Broker has not advanced funds to or induced, solicited or knowingly received any advance of funds from an applicant or any other party, directly or indirectly for the payment of any amount required to be paid with respect to the Mortgage Loan package.
- 9. Authority and Binding Obligation.** Broker has the full power, authority and capacity to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement all documents, instruments and agreements required to be executed by Broker pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized by all necessary action of Broker. This Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker enforceable in accordance with its terms. The performance of Broker’s duties under this Agreement will not violate the provisions of Broker’s organizational documents, and agreement to which it may be a party or any court order, judgment or decree to which it may be subject. Broker acknowledges and agrees that WEI does not accept any Mortgage Loans closed pursuant to a co-broker arrangement.

10. Verification of Mortgage Loan Documents. All information submitted by Broker to WEI with regard to the Mortgage Loan applications, including all written materials, are represented and warranted by the Broker to be true, correct, currently valid and genuine. The Mortgage Loan package does not contain any false, fraudulent, inaccurate or erroneous information or statements, and does not omit any material facts necessary to make any statement or information included in the Mortgage Loan package true, accurate and understandable. No advance fee, note, loan, postdated check or other form of compensation or obligation were taking in communication with any Mortgage Loan by the Broker, unless permitted by applicable law. All other representations as to each such Mortgage Loan are true and correct and meet the requirements and specifications of all parts of this Agreement. The closing of a Mortgage Loan by WEI shall in no way relieve Broker from or constitute a waiver of any of the requirements of this Agreement for any Mortgage Loan or from the representations and warranties made as to every Mortgage Loan under the terms of this Agreement.
11. Duly Licensed. Broker possesses all necessary licenses, permits and authority to conduct a mortgage brokerage business and to engage in the activities contemplated by this Agreement.
12. Control of Documents. Except where the Borrower has been asked to submit Mortgage Loan documents directly to Broker, no Borrower shall have had in its direct or indirect possession or control any completed credit, income, employment or deposit verification document.
13. Ownership. Unless disclosed to WEI in writing, Broker shall have no direct or indirect ownership interest or financial interest in any property serving as security for a Mortgage Loan, in any title company, escrow company or notary providing settlement services on a Mortgage Loan, nor shall Broker have any financial interest, whether evidenced by ownership or debt, in any property servicing as security for a Mortgage Loan at any time prior to funding of the Mortgage Loan by WEI.
14. Survival. This Agreement and the warranties, representations and covenants contained herein and Broker's liability to WEI of any nature or kind, with respect to Mortgage Loans funded by WEI shall survive the termination or cancellation of this Agreement, the sale or assignment of any Mortgage Loan and the foreclosure of any Mortgage Loan. WEI may rely upon Broker's warranties, representations and covenants, irrespective of any knowledge WEI may have, and Broker shall not be relieved of any liability to WEI unless WEI waives, in writing, a breach of any warranty or representation. Further, Broker shall not be relieved of any liability to WEI as a result of, nor may Broker assert a claim or defense based on, WEI's approval of the form of the Mortgage Loan documentation.
15. Independent Contractors. Nothing in this Agreement shall be construed as making Broker a joint venturer with, or a partner, representative, employee or agent of, WEI. Broker shall not hold itself out as such, nor shall Broker use WEI's name in any advertising without WEI's prior written consent. Broker shall at no time represent to any person, agency or entity that it has any relationship with WEI other than one of an independent contractor.
16. Indemnification. Broker shall indemnify and hold WEI harmless from and against any and all loss, claim, damage, liability and cost sustained or incurred by WEI, including all costs and reasonable attorney's fees and costs, arising out of or based upon the inaccuracy or breach of any warranty or representation made by broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by it under this Agreement, or any claim by a Mortgage Loan applicant arising out of a failure or refusal to fund a Mortgage Loan. In the event of any claim against WEI or Broker by a Mortgage Loan applicant, WEI shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such Mortgage Loan applicant including, without limitation, the right to compromise, settle, defend or continue any such action. WEI shall have the right, but shall be under no obligation, to assume the legal defense of Broker, and Broker shall pay WEI its reasonable share of legal costs and expenses.
17. General Purchase Obligation. Broker agrees to purchase from WEI any Mortgage Loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event that Broker has breached any of the terms of this Agreement. Broker shall purchase any Mortgage Loan required to be purchased pursuant to this Agreement, within ten (10) days after Broker's receipt of written demand for purchase from WEI. The purchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by WEI with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs and expenses incurred by WEI including penalties incurred by WEI from any investor, or servicer and reasonable attorney's fees incurred in connection with the purchase; and (e) any fees paid by WEI, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such Mortgage Loan. Upon any purchase of a Mortgage Loan by Broker, WEI shall endorse the Note and shall assign the Mortgage in recordable form to Broker, without representations and warranties, whether express or implied and without recourse to WEI.
18. Miscellaneous: (a) Termination. This Agreement may be terminated at any time by mutual agreement of the parties or upon written notice by one party to the other. In the event that notice of termination has been communicated to Broker, WEI shall not be obligated to fund any pending Mortgage Loans originated by Broker. (b) Notices. Except as to routine business matters, any and all communications between the parties hereto or notices provided herein to be given shall be delivered in person or sent by certified or registered mail, return receipt requested, to the Broker at the address set forth above and to *WEI Mortgage Corporation at 15200 Shady Grove Rd Suite 206, Rockville, MD 20850; Attention: Wholesale Management.* (c) Assignment. Broker may not assign this Agreement or its duties hereunder. In the event that WEI assigns any of its right in the applications and/or Mortgage Loans made pursuant to this Agreement, such assignee shall have the same rights as WEI with respect to this Agreement. (d) Solicitation. Broker shall not solicit or cause to be solicited any Borrower for the purpose of prepaying a Mortgage Loan in whole or substantially in whole for a period of twelve (12) months after the closing of such Mortgage Loan by WEI except with the written permission of WEI; provided however, nothing in this paragraph will prevent Broker from general solicitations in the marketplace for Mortgage Loans. (e) Early Pay-off Premium Reimbursement. If a premium is paid by WEI to Broker for a Mortgage Loan, and such Mortgage Loan is prepaid within 180 days after the initial payment date on such Mortgage Loan, Broker shall, upon demand by WEI, refund such premium to WEI. Such payments shall be due to WEI within 30 days of written notice. (f) Confidentiality. Broker agrees to comply with the privacy and safeguarding requirements of the federal Gramm-Leach-Bliley Act (15 USC § 6801 et seq.) and the appropriate regulations and guidelines thereunder, and the requirements of any state privacy and safeguarding requirements, with regard to the information of WEI and its affiliates that is subject to such act, regulations, guidelines and/or requirements. In connection therewith, Broker shall take appropriate actions to address incidents of unauthorized access to such information, and shall notify WEI as soon as possible of any incident of unauthorized access to such information. Broker further agrees not to sell, transfer or otherwise give to any person or firm, or otherwise use, directly or indirectly, any compilation or list of WEI's borrowers. A breach of Broker's confidentiality obligations may cause WEI to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give WEI the right to obtain equitable relief and pursue all other remedies said party may have at law or in equity. (g) Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment shall be binding unless executed in writing by both parties. (h) Right to Offset. Amounts owned by Broker to WEI under this Agreement may, at WEI's option and in its sole discretion, be offset by WEI against any payments then or thereafter owned by WEI to Broker. (i) Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to principles of conflict of laws. The parties, each submits for itself and its property in any legal action or proceeding relating to this Agreement, or any amendment thereto, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of Maryland, federal courts of the United States of America and appellate courts from any thereof. (j) Severability. If any provision or part of this Agreement is deemed invalid or unenforceable under applicable laws, the remainder of this Agreement shall not be affected thereby, and shall be fully enforceable to the extent of the valid portions thereof. (k) Signatures. For the purposes of this Agreement and any exhibit hereto, facsimile and electronic signatures are sufficient to bind the parties and will be deemed to be original signatures for all purposes. Electronic signatures will only be sufficient so long as the Broker completes all required fields on the WEI application and provides such information and electronic signature with the intent to enter into this Agreement. (l) Facsimiles. Broker hereby consents to receive certain communications from WEI via facsimile.

Please note that certain applicable laws do not require this from the Broker. WEI considers all inquiries for a broker application as an established business relationship and may provide communications to the Broker pursuant to that relationship, unless otherwise notified by the broker that he/she does not wish to receive such communications. If a Broker wishes to opt-out of receiving any materials via facsimile then it must follow the appropriate opt-out procedures as noted on such materials. (m) Counterparts: Other. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

Signature ("WEI")

Signature ("Broker")

\_\_\_\_\_  
By: WEI Mortgage Corporation  
Name: \_\_\_\_\_  
Title: Vice President

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, see 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. person (including a U.S. resident alien).

**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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,