



1180 North Town Center Drive
Suite 100, Office 1036
Las Vegas NV 89144
(866)226-2205
NMLS#243082

Business Purpose Broker Application

Application Information

Account Executive	
Applying to	FlexPoint Inc. dba Brokers First Funding
Channel Name	Business Purpose Broker – Business Purpose Loans ONLY

Company Information

Company Legal Name	
List of DBA's	
Date of Incorporation	
Corporate Address	
Tax Identification Number	

Required Documents

1. Business Purpose Broker Application
2. Business Purpose Broker Agreement
3. Mortgage Broker Compensation Plan
4. Signed W-9

Ownership and Contacts

Owner Name	Percentage of Ownership

Contact Name	Email	Phone	Title

Due Diligence Questionnaire

Please read the following statements and indicate YES or NO for each. If any answer is YES, please include a detailed letter of explanation with your Broker Application Package. Sign below to certify truthfulness.

Due Diligence Questionnaire	Yes	No
1. Within the last three (3) years, has the Applicant, its owners, its broker(s) of record, or any employee, contractor, or agent involved in loan origination, processing, or underwriting had a license or registration (or an application therefor) denied, suspended, revoked, or restricted by any state or federal mortgage regulatory agency, or been subject to an order or finding by such an agency?	☐	☐
2. Is the Applicant, or any of its owners, officers, or employees, currently under investigation by, or been found in violation of the statutes or regulations of, any state or federal mortgage regulatory agency, or had unfavorable findings in any audit, examination, or report by FHA, VA, Fannie Mae, or Freddie Mac?	☐	☐
3. Has any owner, partner, officer, director, employee, or loan officer of your company ever been convicted of, or pled guilty or no contest to, a felony or a financial-services-related misdemeanor, or is currently subject to a pending indictment or criminal charge for such an offense?	☐	☐
4. Has any owner, partner, officer, or director been subject to any voluntary or involuntary bankruptcy proceeding within the last five (5) years, or had an unpaid judgment or lien related to financial services activity?	☐	☐
5. Is there any pending financial services related civil litigation involving the company or any of its owners, partners, shareholders, directors, officers, or loan officers?	☐	☐
6. Has the Applicant or any owner or officer had an errors & omissions insurance policy or fidelity bond denied, cancelled, non-renewed, or paid out on a claim?	☐	☐
7. Is the Applicant, or any of its owners or officers, currently listed on the GSA Excluded Parties list (SAM.gov), HUD's Limited Denial of Participation (LDP) list, or the FHFA Suspended Counterparty Program (SCP) list?	☐	☐
8. Is the Applicant, or any of its owners or officers, listed on the U.S. Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) list?	☐	☐



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Business Purpose Mortgage Broker Agreement

THIS AGREEMENT (the "Agreement") is entered into on this day by FlexPoint Inc dba Brokers First Funding, located at 1180 North Town Center Drive, Suite 100, Office 1036 Las Vegas NV 89144 ("Company"), and [Broker Legal Name]. WHEREAS Broker engages in the solicitation of Business Purpose mortgage loans, provides potential borrowers with details regarding costs, features, and requirements of Business Purpose mortgage loan programs, accepts applications for such loans, and processes these applications; AND WHEREAS Company is engaged in providing Business Purpose mortgage loans; NOW THEREFORE, in exchange for the mutual commitments outlined herein and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

Section One – Definitions

For the purposes of this Agreement, the following terms are defined as:

- **Applicable Law:** All federal, state, and local statutes, ordinances, and regulations relevant to Business Purpose mortgage brokering, lending, and servicing in the areas where the Subject Property is located.
- **Application:** A completed Business Purpose mortgage loan application received from one or more applicants by Broker, fully executed by each applicant, endorsed by a Broker Representative, and delivered to Company.
- **Funding Date:** The date on which Company releases the funds for a specific Mortgage Loan.
- **Interest Rate Lock Commitment:** A written statement from Company to loan applicants specifying the interest rate and certain terms for a loan, subject to conditions such as underwriting and approval by Company, and including an expiration date after which it becomes void.
- **Mortgage Loan:** A loan (i) secured by Business Purpose real property not occupied by the borrower or their family, (ii) financed by Company, and (iii) initiated by Broker.
- **Mortgage Originator:** An individual who interacts with prospective borrowers by discussing loan terms, explaining available programs, or aiding with application completion.
- **Notice Address:** The contact details provided herein for receiving Agreement-related notices.
- **Officer:** Refers to a person's Chief Executive Officer, President, Vice President, Secretary, Treasurer, Controller, Assistant Treasurer, Assistant Secretary, or any authorized individual empowered to act on their behalf regarding this Agreement.
- **Originated by Broker:** A loan is considered originated by Broker if a Broker Representative signs the application.
- **Purchase Remedy Mortgage Loan:** A Mortgage Loan deemed by Company, based on reasonable assessment, to involve fraud, misrepresentation, material omission, or lack of proper licensing under Applicable Law by Broker, a Mortgage Originator, or Representative.
- **Representative:** Any stockholder, member, owner, officer, employee, contractor, consultant, agent, or individual presenting themselves as such on behalf of Broker.
- **Subject Property:** The real estate offered in an Application as security for the proposed Mortgage Loan.

Section Two – Duties and Services of Broker

1. Broker shall seek Applications for Company's Available Loan Programs (defined in Section Three), limited to business-purpose loans only, and shall not pursue consumer loan applications.

2. Broker will inform prospective borrowers about the terms and costs of Company's Available Loan Programs.
3. Broker will periodically accept Applications for Available Loan Programs in its own name, signed by applicants and a Broker Representative, restricted to business-purpose loans only.
4. Broker will submit Applications via Company's online portal and secure submission acknowledgment.
5. Per Company policies, Broker will gather and provide documentation and data on prospective borrowers' creditworthiness to Company.
6. When applicable, Broker will relay applicants' interest rate lock requests to Company and deliver Company-issued Interest Rate Lock Commitments to applicants.
7. Broker will update applicants on their Application status.
8. At Company's request, Broker will obtain further information or perform actions to support Application underwriting and Mortgage Loan closing.
9. Appraisals. Mortgage Broker shall order its appraisals as assigned through Lender's approved Appraisal Management Companies pursuant to the instructions listed on Lender's website (or other location) and shall comply with all applicable federal and state laws, regulations, and rules regarding appraiser and valuation independence.

Section Three – Activities of Company

1. Company may periodically permit Broker to accept Applications for Mortgage Loans meeting the underwriting and program criteria of Company's Business Purpose loan programs ("Available Loan Programs"), though Company retains the right to modify, terminate, or revoke Broker's authority for any program, and Broker is never authorized to handle non-business-purpose loans.
2. Company will inform Broker of interest rates for Available Loan Programs, with the ability to adjust rates at any time without prior notice via website updates, email, or other reasonable means.
3. For a given Application, Company will issue an Interest Rate Lock Commitment if the request aligns with its policies.
4. At its discretion, Company may arrange appraisals, inspections, environmental, or engineering reports through approved vendors.
5. Company will underwrite Applications once sufficient documentation is received.
6. Post-underwriting, Company will issue an Approval Notice, declination, or suspension notice, with Approval Notices potentially listing pre-settlement and funding conditions.
7. Upon applicant acceptance of an Approval Notice and satisfaction of pre-settlement conditions, Company will prepare loan documents and arrange settlement.
8. Following satisfactory settlement and fulfillment of all conditions, Company will fund the Proposed Loan.

Section Four – Broker Compensation

1. Any fee payable to Broker, directly or indirectly, including but not limited to, lender-paid compensation, yield spread premium (YSP) or borrower-paid compensation, for its provision of goods, services, or facilities in connection with Applications and Broker-originated Mortgage Loan is considered Compensation.
2. All lender paid compensation, paid to Broker pursuant to this Agreement will be based on a pre-determined, fixed percentage of the amount of credit extended, subject to the Lender's right to establish a minimum or maximum amount of compensation in connection with any particular Broker-originated Mortgage Loan or Loan Product. Any compensation paid by the Lender to Broker shall be in consideration for the services performed by Broker and shall be as described on rate sheets provided by the Lender to Broker from time to time. The Lender reserves the right to amend the pre-determined



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fixed rate of compensation payable to Broker under this Agreement on a periodic basis. Any such amendment will be incorporated by reference into this Agreement and will be provided to Broker via an updated Mortgage Broker Compensation Plan. Broker's fixed rate of compensation is set forth in the Mortgage Broker Compensation Plan and is incorporated into this Agreement by reference. A Broker may change their compensation by submitting a Mortgage Broker Compensation Plan form to the Company. Any changes to the Mortgage Broker Compensation Plan are effective as per the policy on the form.

3. Any lender-paid compensation or borrower-paid compensation, in connection with the origination of the Mortgage Loan, shall not be greater than that allowed under Applicable Requirements and shall be subject to the additional limitations set forth in the Guidelines. Broker covenants to Lender that the total compensation earned by Broker from the transaction will constitute a reasonable payment for the goods, facilities, and services provided by Broker and Broker will not retain duplicative payments for any of those goods, fees, or services.
4. Upon funding a Broker-originated Mortgage Loan, Company will pay Broker the agreed compensation.
5. Where allowed by Applicable Law, Broker may charge borrowers additional fees and points, disclosed to all relevant parties.
6. If authorized by applicants, Company will deduct agreed fees and points from loan proceeds and remit them to Broker, where permitted by law.

Section Five – Representations and Warranties of the Broker

Broker affirms, as of this Agreement's date, each Application submission, and each Mortgage Loan closing/funding:

1. Broker is duly formed, in good standing in its state of origin, and qualified in states where Subject Properties are located.
2. Broker, its Mortgage Originators, and all other required personnel shall maintain, at all times, all licenses and authorizations necessary to conduct their respective business activities, including those required to engage in mortgage brokerage and lending activities contemplated by this Agreement. Broker shall promptly notify Company of any license revocation, suspension, expiration, or failure to renew by itself or any individual involved in the origination or submission of Mortgage Loans.
3. Broker will only discuss or accept Applications for Company's Available Loan Programs.
4. Broker will not solicit refinancing of a Mortgage Loan within 24 months of its Funding Date.
5. Broker will not submit an Application for a Subject Property to another lender until Company declines it or 75 days pass, whichever is later.
6. Funded Mortgage Loans belong solely to Company, with Broker waiving all ownership or servicing claims.
7. Broker has the authority to enter this Agreement without violating its organizational documents or other agreements.
8. No Mortgage Loan is subject to rescission, set-off, or defenses due to Broker's actions.
9. Broker affirms that no fraud, misrepresentation, or material omission exists in any Application or Mortgage Loan submitted to Company. Broker shall make prompt, timely, full, accurate, and truthful disclosure to Company of all facts, information, and documentation that Broker knows, suspects, or has reason to believe could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any Application or Mortgage Loan.
10. All Applications are for business-purpose loans, with no occupancy by applicants or their families.
11. Broker, and all persons or entities acting on its behalf in connection with any Application or Mortgage Loan, shall fully and timely comply with all Applicable Laws, including, but not limited to, federal and state consumer protection and disclosure laws, as well as all regulations of any real estate, mortgage



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lending, or other regulatory or supervisory agencies having jurisdiction over Broker's activities. This includes compliance with the Fair Credit Reporting Act, Equal Credit Opportunity Act, the USA PATRIOT Act, and any other applicable statutes or regulations necessary to ensure the enforceability of the Mortgage Loans.

Section Six – Representations and Warranties of Company

1. Company is duly organized and in good standing in its formation state.
2. Company has the authority to enter this Agreement without breaching its governing documents or other agreements.

Section Seven – Additional Terms

1. This Agreement does not establish a partnership, joint venture, agency, or employment relationship; Broker may not represent itself as affiliated with Company or able to bind it.
2. Broker bears all costs related to its business and Application handling.
3. Company may monitor Broker's licensing and creditworthiness.
4. Company may audit Mortgage Loans and Applications, re-verifying supporting documentation.
5. Broker will annually provide a certificate of good standing, licenses, and an attestation, notifying Company immediately of any regulatory actions and providing financial information upon request.
6. Broker will adhere to Company's policies, which may change without notice via reasonable communication methods.
7. All communications with borrowers and Company will be in English.
8. Company is not obligated to approve any Applications.
9. If a Mortgage Loan is repaid within 183 days, Broker must repay all compensation, credits, and a \$1,200 fee; between 183-366 days, half the compensation and credits plus the fee. Payments are due within 10 days of notice.
10. If a any of the Mortgage Loan's first four payments are over 60 days late (non-Purchase Remedy), Broker owes compensation, credits, and a \$1,200 fee within 10 days of notice.
11. For Purchase Remedy Mortgage Loans, Broker must repurchase at a price including unpaid principal, interest, compensation, a \$1,200 fee, and Company's costs.
12. Company may offset amounts owed by Broker against sums due to Broker.
13. Broker will assist with documents for secondary market sales or securitization upon request.

Section Eight – Indemnification

Broker indemnifies Company, its affiliates, and representatives against claims, losses, or costs from (i) Broker's breach of this Agreement, (ii) Broker's actions or omissions, (iii) borrower claims from Company's funding refusal, or (iv) third-party claims of affiliation with Company, surviving termination.

Section Nine – Notices

Notices must be written and delivered personally, by certified mail, overnight carrier, or email to an Officer, using the provided Notice Addresses.



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Section Ten – Term and Termination

1. Effective from the date above, this Agreement persists until terminated by written notice. Company's termination is immediate, except for pending Interest Rate Lock Commitments, which continue until resolved or expired. Breach by Broker allows immediate termination.
2. Broker's obligations and indemnification survive termination.

Section Eleven – Miscellaneous

1. Amendments require mutual written consent, though Company may modify for legal compliance.
2. Waivers of breaches do not waive subsequent breaches.
3. If any legal action or other proceeding is brought to enforce this Agreement, including the repurchase of a Loan or Loans, or arising from any alleged dispute, breach, default, or misrepresentation related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding, whether or not a lawsuit is formally filed, in addition to any other relief to which it may be entitled.
4. Governed by New York law, with exclusive jurisdiction in New York courts.
5. Company may rely on Broker Representatives' instructions.
6. Copies or facsimiles of this Agreement are as valid as originals.
7. Section headings are for reference only.
8. This Agreement is the entire understanding between parties.

Section Twelve - Privacy

Each of the Parties shall comply in all respects with their respective state and federal obligations concerning the privacy of Borrower data in their possession. Without limiting the foregoing, each of the Parties shall comply in all respects with the requirements of Title V of the Gramm-Leach-Bliley Act and the Federal Trade Commission's implementing regulations, including, without limitation, the Federal Trade Commission's Safeguards Rule.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

BROKER

BROKER

Signature: _____

Name: [Signer's Name]

Title: [Signer's Title]

Date:

COMPANY

Signature: _____

Name: [Signer's Title]

Title: [Signer's Name]

Date:

****Must be an Executive Officer or LLC Member***



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Broker Compensation Plan

Company Name: _____

FlexPoint, Inc. DBA Brokers First Funding ("Company") requires brokers to select a Broker Compensation Plan ("Compensation Plan") based on the plan selections offered below. The Compensation Plan selection will apply to all broker locations approved with Company and is binding for all loans locked by Company during the applicable period.

For new brokers, the selection Compensation Plan will start immediately upon account creation and will remain in effect until a new Compensation Plan is submitted. Changes to the Compensation Plan are only effective the following business day from the signature date and only apply to new loan files after change is effective. Only one (1) Compensation Plan change every thirty (30) days is allowed. Immediately effective changes are not allowed.

If you do not select a Compensation Plan or your choice is not available, the Compensation Plan will be set to the default of 2% with no flat fee, or floor.

I understand that any compensation changes will apply to any and all loans with the earlier of Lock Date or Application Date or after the Effective Date listed below.

I understand that broker compensation shall be inclusive of all fees paid to broker including, but not limited to, origination, processing, administration, application, and documentation fees.

I understand that compensation earned and paid in connection with a mortgage loan transaction will only be paid through the transaction (whether borrower or lender paid compensation, or yield spread premium (YSP) and Broker will not charge borrowers any fees or accept any form of compensation or anything of value from any party outside of the mortgage loan transaction.

I understand and agree that I will retain records of all loan origination compensation for a period of five (5) years and make such records available to Company upon request.

1. Compensation Plan Percentage:

- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| ☐ 1.000% | ☐ 1.125% | ☐ 1.250% | ☐ 1.375% | ☐ 1.500% | ☐ 1.625% |
| ☐ 1.750% | ☐ 1.875% | ☐ 2.000% | ☐ 2.125% | ☐ 2.250% | ☐ 2.375% |
| ☐ 2.500% | ☐ 2.625% | ☐ 2.750% | | | |

If you want to be paid a flat fee in addition to the compensation plan percentage selected in item #1, please complete item #2.

2. Flat Fee Amount:

- ☐ None ☐ \$500 ☐ \$750

If you want a floor to your compensation in addition to item #1 and/or #2, please complete item #3.

3. Floor:

- ☐ None ☐ \$1,000 ☐ \$2,000

Broker Representative: Name, Title

Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they