

## Referral Partner Agreement

This REFERRAL PARTNER AGREEMENT (this “Agreement”) is entered into between Fidelity Lending Solutions, Inc. dba Wholesale Mortgage Bankers, with its principal place of business at: 2650 East Imperial Highway #110, Brea, CA 92821 and \_\_\_\_\_ (referral partner) dated as of \_\_\_\_\_ (“Referral Partner” and together with Wholesale Mortgage Bankers, collectively, the “Parties”). The Parties agree as follows:

- 1. Generally.** Wholesale Mortgage Bankers is in the business of originating commercial and business loans. Referral Partner is in the business of arranging loans and performing other services in the furtherance of the origination of loans. In the course of undertaking such services, Referral Partner may introduce potential borrowers (“Potential Borrowers”) to Wholesale Mortgage Bankers for the purpose of such Potential Borrowers obtaining a commercial loan from Wholesale Mortgage Bankers (a “Loan”).
- 2. Referrals.** Referral Partner may refer a Potential Borrower to Wholesale Mortgage Bankers by either (a) referring the name of a business owner who is interested in obtaining financing for their business; or (b) submitting the information via our referral program online at: [www.wholesalebankers.com](http://www.wholesalebankers.com)
- 3. Services to be Performed:** By joining our referral program, there is no work to be performed. Simply you provide the name of a prospect, and we do all the work. Company shall determine, in its sole discretion, whether Company shall provide funding or any other service to Referrals and shall have the right to decline to provide funding or any other service to Referrals for any reason whatsoever. Referral Rep shall not be the only or exclusive independent referral representative for Company and Company may, at its sole discretion, retain the services of other independent referral representatives.
- 4. Referral Requirements.** Referrals must be prospects that have expressly indicated to Referral Rep an interest in obtaining funding from Company. Referrals should only consist of the name, address, and phone number of the prospect. Referrals should be submitted in writing to Company’s email address.
- 5. Compensation.** You will be compensated per each referral \_\_\_\_\_ of the loan amount if the transaction funds.
- 6. Indemnification.** Referral partner agrees to indemnify, defend, and hold harmless Wholesale Mortgage Bankers and its employees, officers, investors and agents from and against any loss, liability, damage, penalty or expense (including attorneys’ fees and cost of defense) they may suffer or incur as a result of: (i) any failure by the referral partner or any of its Agents to comply with, or fulfill the obligations of, or otherwise breach the terms of this Agreement; (ii) acts of fraud, gross negligence or willful misconduct or (iii) any promise, warranty or representation made by referral partner to Wholesale Mortgage Bankers being unfulfilled, false or misleading. Without limiting the foregoing, referral partner agrees to pay to Wholesale Mortgage Bankers the amount owing on any loan that is not collected by Wholesale Mortgage

- Bankers, its funding partners and or investors (after collection is attempted in accordance with the standard procedures for the collection of such loans) if such failure to collect is the result of fraud, gross negligence or willful misconduct by referral partner or any of its Representatives.
7. **Wholesale Mortgage Bankers' Control Over Loan Program, Approvals and Loan Agreement.** Referral partner acknowledges and agrees that Wholesale Mortgage Bankers has sole and exclusive control over all aspects of the Loan Program. Wholesale Mortgage Bankers may, in its sole discretion, approve or deny a prospective Merchant for a loan product or service. Distribution partner shall not advise a prospective Merchant that the prospective Merchant has been approved for a loan product or service prior to Wholesale Mortgage Bankers' review and approval. Distribution partner acknowledges that all aspects of the Loan Program are subject to the management and approval of Wholesale Mortgage Bankers and distribution partner shall make no representations to the contrary. If Wholesale Mortgage Bankers cannot fund the deal, the referral partner gives Wholesale Mortgage Bankers permission to syndicate/ co-broker the deal. If the transaction is syndicated or co-brokered, the referral partner will still be entitled to their commission. For every prospective Merchant, distribution partner shall use the form of Loan Agreement that has been approved in writing by Wholesale Mortgage Bankers for Distribution Wholesale Mortgage Bankers' use with the Loan Program. Distribution partner shall not change or modify any Loan Agreement without the prior written consent of Wholesale Mortgage Bankers.
  8. **Term.** This Agreement will begin when signed by both Parties. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Partner written notice of termination. If referral partner conducts illegal acts, there is loan defaults, and any other unethical business this agreement may be terminated. If we find out of any illegal activity and we reserve the right to conduct any background checks at any time and reserve the right to cancel if we feel that there is a high risk from the referral partner.
  9. **Compliance with Laws.** Referral Partner has and will comply with all local, state, and federal laws and regulations applicable to the conduct of its business.
  10. **Information.** All information provided to Wholesale Mortgage Bankers by Referral Partner will be, to the best of Referral Partner's knowledge, true, accurate, and correct. Referral Partner has an affirmative obligation to (a) correct any information about a Potential Borrower that Referral Partner learns is inaccurate; and (b) disclose any legal, financial, or business change relating to a Potential Borrower's application for a Loan that is or becomes known to Referral Partner and would affect Wholesale Mortgage Bankers' or funding partners or investors evaluation of such application.
  11. **Merchants, Confidential Agreement and Closing Periods.** All information provided by the "Referral Partner" will be kept confidential by Wholesale Mortgage Bankers. Wholesale Mortgage Bankers does not resell information. The information provided on a loan application will be strictly utilized for obtaining and or determining the possibilities of obtaining a loan. Referral partners have an unlimited lifetime span with the client only if the referral partner engages in the process and is an active referral

partner. If a referral partner submits a referral and the potential referral does not obtain a loan within a 3-month period, there is no obligation to pay the referral compensation to the referral rep. If the client after 3 months requests a loan, there is no obligation to pay out a commission.

12. **Confidentiality Agreement.** All information provided to you by Wholesale Mortgage Bankers to include marketing materials, trade secrets, systems, and other information is to be kept confidential by the referral partner and cannot be utilized in any way, doing so will violate the terms of this agreement. You agree not to circumvent for a period of 1 (one) year with any of Wholesale Mortgage Bankers' employees, staff members, marketing representatives and or investors or funding channels.
13. **Expenses.** Referral partner will be responsible for any expenses incurred by it in connection with its performance under this Agreement. Referral partner is responsible for all marketing activities and or lead generation marketing.
14. **Relationship of the Parties.** Referral Partner will, at all times, be an independent contractor. Nothing in this Agreement will create a partnership, joint venture, or relationship of employment or agency between the Parties. Independent contractor will receive a 1099 at the end of each year.
15. **Governing Law.** This Agreement will be exclusively governed by the laws of the State of California without regard to its conflicts of law provisions.
16. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the Parties and amendment or modification must be in writing and signed by both Parties.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Lender

\_\_\_\_\_  
Doing Business AS (if different from above)

\_\_\_\_\_  
Lender Representative

\_\_\_\_\_  
Name of Referral Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Referral Partner Information

### Section 1: General Information

Full (Legal) Name/Owner: \_\_\_\_\_ (Nickname): \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Cell Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_  
Email: \_\_\_\_\_ State Issued: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

### Section 2: If you want your company to get paid, as opposed to you individually)

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Cell Number: \_\_\_\_\_ Email: \_\_\_\_\_

1. What services do you offer or what business or industry are you working with?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What do you do for marketing to obtain new clients?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Why are you interested in becoming a referral partner?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*If you charge clients up-front fees, you hold harmless Wholesale Mortgage Bankers from any claims that may arise with a loan application that you submit to us. Any up-front fees or loan success fees are independent of Wholesale Mortgage Bankers\*\*\*

### Section 3: Complete and Sign W-9 Form (attached)

\*\*\* Please return this Agreement completed and signed via email to an authorized representative of Wholesale Mortgage Bankers or to [info@wmbankers.com](mailto:info@wmbankers.com) \*\*\*