

## **Participating Lender APPLICATION and CHECKLIST**

Please use this checklist to make sure you have included all of the necessary documents. Once completed send application with all required documents to your assigned contact.

### **Affinity Partnership Participating Lender Application**

- ☐ Completed and signed Application
- ☐ Completed and signed Marketing Agreement or Lead Agreement
- ☐ Copy of W-9 – if applicable
- ☐ Signed copy of Authorization to Release Information
- ☐ Executed Corporate Resolution
- ☐ Copy of Corporate license, Real Estate Correspondent's license and/or any other license applicable
- ☐ Attachment to the Application:
  - Last two years of Financial Statements
  - Three-Bureau Credit Report on All Principal Officers, if applicable
  - List of branch office(s), including address(es), telephone number(s), and name(s) of the manager(s),
  - Enclose Electronic Fund Transfer Authorization
- ☐ Platform Participation Acknowledgement
- ☐ Completed Product Offering and Overlays
- ☐ Receipt of Code of Conduct – please initial
- ☐ Receipt of Price Sheet – please initial
- ☐ Company Bio (150 words or less)
- ☐ Company Logo
- ☐ Lender Integration Form – excel format

## LENDER APPLICATION

TYPE OF BUSINESS:

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Bank ☐ Credit Union

Legal Name of Company

Contact Person Regarding Application

AKA & DBA's

( ) - ( )  
Telephone Number Fax Number

Street Address

City

State

Zip Code

/ /  
Date Bus. Est.

/ /  
Date of Incorp.

Fed. Tax. I.D.

Yrs. @ Present Address

PLEASE LIST ALL PRINCIPALS AND/OR OFFICERS:

Mr./Ms	First Name	Last Name	Title	Email	Phone Number

Correspondent Relationship: (List a minimum of 3)

Investor's Name	Contact's First Name	Contact's Last Name	Telephone Number	Email

Warehouse Relationships:

Company Name	\$ Amount of Line	Contact	Telephone No.	Email

Total Warehouse Capacity: \$

1. What is your Company's Net Worth:
2. How many years has your company been in the industry:
3. How many loan originators do you currently employ:

**General Information:**

1. Has your firm, management, and/or senior officers been a party in a lawsuit in reference to the origination, sale, and/or servicing of loans in the last 5 years? ☐ Yes ☐ No
2. Are you or any members of management and/or senior officers of this firm presently involved in any pending litigation, either civil or criminal? ☐ Yes ☐ No
3. Have you or any members of management and/or senior officers of this firm had any judgments entered against you/them in the past 12 months? ☐ Yes ☐ No
4. Have you or any members of management and/or senior officers of this firm ever been convicted of a crime or named in a criminal proceeding excluding traffic violation? ☐ Yes ☐ No
5. Has your firm, management, and/or senior officers, or loan officers ever been terminated or placed on an exclusionary list by an investor, HUD, private mortgage insurance company, or by a regulator? ☐ Yes ☐ No
6. Has your firm, management, and/or senior officers had any formal complaints filed against it by any state or federal agency in the past 3 years? ☐ Yes ☐ No
7. Has your firm, management, and/or senior officers ever been prohibited from engaging in regulated activities or had licenses denied, suspended? ☐ Yes ☐ No
8. Has your firm received any investor repurchase or indemnification request in the last 12 months?  
☐ Yes ☐ No
9. Has your firm, management, and/or senior officers had any pending unsatisfied judgments against you/them?  
☐ Yes ☐ No
10. Has your firm, management, and/or senior officers been a party to a bankruptcy within the past seven (7) years? ☐ Yes ☐ No
11. Has your firm, management, and/or senior officers had property foreclosed upon/given title or deed in lieu thereof in the past seven (7) years? ☐ Yes ☐ No

**ORIGINATION ACTIVITY (Enter as dollar amounts) For YTD and Past Two Years**

	YTD	FY 2013	FY 2012
Conforming			
FHA			
FHA 203k			
VA			
Jumbo			
Non QM			
Home Equity/HELOC			
HECM			
Alt A			
Non Prime			
Other:			
Total Volume:			

**What are your traditional sources of origination by (%) and dollar (\$) volume for previous year?**

YTD: Retail: \_\_\_\_\_ % and \$ \_\_\_\_\_ TPO: \_\_\_\_\_ % and \$ \_\_\_\_\_  
 2013: Retail: \_\_\_\_\_ % and \$ \_\_\_\_\_ TPO: \_\_\_\_\_ % and \$ \_\_\_\_\_  
 2012: Retail: \_\_\_\_\_ % and \$ \_\_\_\_\_ TPO: \_\_\_\_\_ % and \$ \_\_\_\_\_

**Percentage and dollar amount of total volume of leads purchased:** \_\_\_\_\_ % and \$ \_\_\_\_\_

Leads Sources: **a)** Referral: \_\_\_\_\_ % and \$ \_\_\_\_\_ **b)** Internet: \_\_\_\_\_ % and \$ \_\_\_\_\_

**c)** Direct Mail: \_\_\_\_\_ % and \$ \_\_\_\_\_ **d)** Telemarketing: \_\_\_\_\_ % and \$ \_\_\_\_\_

**e)** Other: \_\_\_\_\_ % and \$ \_\_\_\_\_ **Briefly Describe Other:** \_\_\_\_\_

How many additional leads can your company manage on a daily basis? \_\_\_\_\_

### **PRODUCTION CHARACTERISTICS**

Year	\$ Purchase	% Purchase	\$ Refinance	% Refinance	Avg. Loan	Avg. FICO	Avg. LTV
YTD							
2013							
2012							

**Identify 3 Rate Form, Short Form and/or Live Transfer Lead Provider Sources:**

Lead Source	Contact First & Last Name	Work Number	Email

**Current Pricing Engine (s) and Contact Info**

Pricing Engine(s)	Contact First & Last Name	Work Number	Email

**Current Lead Management System:**

Lead Management	Contact First & Last Name	Work Number	Email

**Company Web Page (s):**


**QUALITY CONTROL:**

FHA Compare Ratio: \_\_\_\_\_

Have you received an Agency audit in past 2 years? ☐ Yes ☐ No**STATE COVERAGE- LICENSES**Charter: ☐ State or ☐ Federal Charter

The following [Select one: ☐ are or ☐ are not] states which the lender is licensed and able to accept delivery of Lead Requests: **If lender is licensed and able to accept requests from ALL 50 States indicate by selecting the following BOX. ☐ 50 state coverage**

1.	2.	3.	4.	5.
6.	7.	8.	9.	10.
11.	12.	13.	14.	15.
16.	17.	18.	19.	20.
21.	22.	23.	24.	25.

The undersigned applicant hereby certifies that the above information is true and correct to the best of the applicant's knowledge. The undersigned authorizes Affinity Partnerships and its authorized agents, as necessary, to verify information provided by the applicant.

I hereby certify that the above statements are true, and I understand this application shall remain the property of Affinity Partnerships to which this application is submitted and Affinity Partnerships assures applicant that information provided will not be disclosed to any party not directly connected to the review of the application. I furthermore agree and understand there is a **\$5,000 non-refundable application fee** and upon review applying lender will be invoiced. Final review of application shall not completed until all fees have been received.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_

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

## Lead Agreement

This Lead Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2014 by and between Affinity Partnerships, LLC ("AFFINITYPS"), and \_\_\_\_\_ ("Lender") with principal offices located at \_\_\_\_\_.

WHEREAS, AFFINITYPS is a creator and provider of web-based systems which enable consumers to view multiple lenders' advertised mortgage products and offers from which customer lead data is delivered directly to participating lenders. "Program Licensed Lender" means the licensed lender which AFFINITYPS has entered into an agreement with and for whom AFFINITYPS operates and manages the lead production, as well as which AFFINITYPS satisfies all regulatory and federal and state licensing requirements. Through this Agreement, AFFINITYPS publishes and communicates lender information and rates and whereby AFFINITYPS then collects and delivers borrower information and requests for quotes ("Borrower Requests") which has been voluntarily provided by site users and prospective borrowers. Under this Agreement, Lender's mortgage products, rates and fees will be published and be mutually agreed to by the parties.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

### I. AFFINITYPS's Obligations and Representations

**Section 1.1. Transmission of Borrower Requests.** AFFINITYPS has developed a web-based system for the delivery of confidential data directly to Lender. Borrower Requests will be delivered to Lender via the web based platform ("Consumer Platform"), twenty four (24) hours per day seven (7) days per week. Borrower Requests will be delivered to the Lender based on the states specified by the Lender and for which they are authorized to conduct business.

**Section 1.2. Lender Commitments to Responsiveness.** It is the Lender's responsibility to monitor the Consumer Platform system and acquire any 3rd party integrated solutions as reasonably necessary to insure a prompt response to Consumer Requests. Lender may also receive direct electronic and telephone transfers between the hours of \_\_\_\_ am and \_\_\_\_ pm est or other times which are mutually agreeable to the parties, except for holidays and weekends. Lender agrees to respond to the delivered Borrower Requests as promptly as reasonably possible; however, the Lender agrees to respond to all requests within two (2) hours within the normal working hours described above, except on holidays and weekends. For the purposes of this section "respond" shall mean the Lender has documented the attempt to contact or has actually contacted the Consumer requesting the quote. **Initial:** \_\_\_\_\_.

**Section 1.3. Participating Lender Code of Conduct.** Lender agrees to comply with and adhere to the Lender Code of Conduct or similar requirements' which may apply to a specific lead source. Code of Conduct requirements may be modified and amended from time to time at the sole discretion of AFFINITYPS. AFFINITYPS shall take reasonable steps to notify Lender of such changes. **Initial:** \_\_\_\_\_.

**Section 1.4. Lender Participation Fees.** Lender agrees that to participate and become a participating lender, the following fees will be paid in accordance with the following:

- **Application Fee-** Following a desktop review and it is determined the Lender's application meets the minimum requirements, a \$5,000 application fee will be requested. Upon receipt of the Application Fee, an extensive review of the application will be conducted which may include: a) background checks, b) site visit(s), c) technology assessment, d) key stakeholder interviews, and e) other assessments as deemed reasonably necessary.
- **Platform Setup and Initial Fees-** the following is the applicable fee schedule which shall be received prior to Lender receiving leads:
  - **HECM Platform-** \$35,000. This one-time fee is required of a participating lender to participate on all or part of the HECM Preferred Platforms. However, if selected, payment of this fee does allow the participating lender to participate on any other Affinity Partnership Platforms.
  - **Exclusion of Mortgage Services Program for Costco Members-** Though Affinity Partnerships operates and administers the Mortgage Services Program for Costco Members in partnership with First Choice Loan Services, this agreement is separate and apart from the Costco Member Platform program. Therefore, a separate agreement is required to participate on the Costco Member Platform and the Lender acknowledges that payment of the herein referenced fees and participation on an Affinity Partnerships' Platform does not infer in any manner whatsoever that the Lender will receive preferred status or treatment during the selection process if an opportunity to participate on the Costco Member Platform were to become available.  
**Initial:** \_\_\_\_\_.

## II. Obligations and Representations

**Section 2.1. Compensation and Fees.** Lender will accrue charges each time the Lender is delivered a Borrower Request. Payment of fees and lead fee are not required in advance; however, Lender must execute Payment Authorization Agreement and agrees to make payment with ten (10) days following receipt of invoice. **Initial:** \_\_\_\_\_.

**Section 2.2. Pricing:** Pricing is based on the source from which the Borrower Request is generated. As a result, the prices vary and are attached hereto as Exhibit A.

AFFINITYPS and Lender agree that the lead type will be defined as follows:

- **Exclusive Lead means that the Borrower requested/selected a single Lender to be the sole respondent to their request.**
- **Semi-Exclusive Lead means that the Borrower requested/selected 2 Lenders to respond to their request.**

**Non-Exclusive Request means that the Borrower requested/selected more than 2 lenders to respond to their request.** Effective Rates and Fees shall be then current published rates which are available upon request and are subject to change without prior notice. The parties acknowledge and agree that under current laws and regulations, including the Real Estate Settlement Procedures Act ("RESPA"), the consideration to AFFINITYPS is limited to payment for the fair market value of the lead and does not represent any payment of a fee, kickback or other thing of value for the mere referral of settlement services.

**Section 2.3. Volume Commitments:** AFFINITYPS (if applicable, nor the Program Licensed Lender) does not commit to or guarantee a minimum or maximum number of Borrower Requests. However, the Lender agrees to be available and willing to accept \_\_\_\_\_ Borrower Requests for the states which it is licensed and authorized. The number of Borrower Requests may be higher or lower than the minimum number requested above but AFFINITYPS will make every reasonable effort to achieve the requested volume parameters. Regardless of the parameters requested above, the Lender agrees to pay for each qualified request transmitted to Lender's lead management system. Upon 15 days advance written notice, the Lender **may receive approval** to reduce its monthly minimum or maximum limits but said request may not exceed more than a 30% reduction of the previously stated minimum. Due to its obligation to serve our affinity partners, AFFINITYPS is not obligated nor agrees that it will grant a request to reduce a lender's minimum volume but will attempt to assist a lender which is unable to manage and maintain a high-level of customer service. **Initial:** \_\_\_\_\_.

## III. Term and Termination

**Section 3.1. Initial and Subsequent Terms.** The initial term of this Agreement is **for 1 year** from the date hereof. This Agreement shall continue in effect and shall automatically renew for subsequent 6 month terms until terminated by AFFINITYPS or the Lender.

**Section 3.2. Termination.** Lender may terminate this Agreement at any time for any reason by **giving to AFFINITYPS sixty (60) days prior notification via a registered written notice.** AFFINITYPS may terminate this Agreement in the event the Lender breaches any material covenant or representation or warranty of this Agreement. Non-payment by Lender does not constitute notice to terminate or releases Lender of its obligations under this Agreement. Proof of termination receipt will be provided via a confirmation email sent by AFFINITYPS. AFFINITYPS is not obligated to accept the application of and reinstate Lender once it has withdrawn from this program.

**Section 3.3. Effect of Termination.** Following termination of this Agreement, Lender shall pay AFFINITYPS for any unpaid compensation (except fees being disputed in good faith) as well as complete all loans currently in process in accordance with the terms of the Agreement and all applicable program guidelines specific to the lead source. All program application, participation, or similar fees paid by Lender are non-refundable. **Initial:** \_\_\_\_\_.

## IV. Confidentiality

**Section 4.1. Protecting and Maintaining the Confidentiality of Consumer Non-Public Personal Information.** AFFINITYPS and Lender acknowledge that all parties have a responsibility to safeguard the confidentiality of Consumer non-public personal information. Accordingly, AFFINITYPS and Lender each agree to comply with all applicable privacy laws including, without limitation, the Fair Credit Reporting Act, Right to Financial Privacy Act and the Gramm-Leach-Bliley Act, to the extent compliance with such laws and regulations is required due to the nature of AFFINITYPS or Lender's services, respectively. Lender acknowledges the information contained within the Borrower Request generated and/or commission to be generated by AFFINITYPS. Lender shall not re-sell or re-distribute said Borrower Requests. Additionally, Lender agrees to protect and maintain the confidentiality of Consumer non-public personal information to

the same extent that applicable privacy laws require Lender to protect and maintain the confidentiality of the same. The obligations and duties of this Section shall survive termination of this Agreement.

**V. Section 5.1. Marketing Restrictions.** Except in those case(s) where the Lender retains servicing rights and the marketing efforts are Lender's normal and customary activities, Lender agrees to NOT provide any marketing or any other version of promotional material to any Consumer provided to the Lender as a result of the Agreement or any other means including the Platform without prior approval and said approval shall be provided in writing. This restriction applies to the Lender during and after the application process and the restriction is also inclusive of post transaction activities whether or not the Lender is able to close the transaction with the Consumer. Lender's breach of this section shall subject the Lender to immediate termination and compensation applicable to the Borrower Requests source from which the original Borrower Requests was generated.

## **VI. Value Proposition and Reporting**

**Section 6.1. Value Proposition.** Lender agrees that it shall provide AFFINITYPS lead sources and Consumer Platform with a published and advertised value proposition which is competitive and better than what the Lender had posted on any other public or published platform. Specific sources and relationships may require additional requirements; however, such requirements will be disclosed and agreed to in writing prior to launch of platform or as necessary. The Lender shall have the right to request a modification to or withdraw value proposition upon which AFFINITYPS shall have 14 days to either agree to the modification or remove the Lender or its product from the mortgage platform and subsequently the Lenders participation in the program.

**Section 6.4. Competitive Pricing and Reporting.** AFFINITYPS or its agent shall conduct periodic market surveys to measure the competitiveness of pricing offered by Lender to insure and maintain as a value proposition to the consumer. Lender agrees to provide an aggregate and individual Lender report to AFFINITYPS twice each month and the Lender agrees to support AFFINITYPS efforts and format request to ensure consistent, accurate and efficient reporting. **Initial:**

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## **VII. Miscellaneous**

**Section 7.1 Compliance with Laws.** Each party hereto covenants and agrees to comply with all applicable federal, state and local laws, regulations and ordinances that apply to the performance of its obligations under the Agreement, including, without limitation, RESPA, the Truth-in-Lending Act, the Equal Credit Opportunity Act, the Fair Housing Act, the Telephone Consumer Protection Act and Telemarketing Sales Rule, state mortgage banker, mortgage broker or loan broker laws and regulations. In accordance with the Bureau of Consumer Financial Protection (the "CFPB")'s Bulletin 2012-03 (proposed rules) dated April 13, 2012, each party shall have the right to such auditing, due diligence, quality control and oversight of the other party as required pursuant to the CFPB's rules and proposed rules. Moreover, at times Lender is subject to audits in which auditors and/or regulators may request information regarding this Agreement and the parties' performance under it. AFFINITYPS therefore agrees to cooperate with any and all requests made by Lender for purposes of providing the information requested by auditors and regulators.

**Section 7.2 Solicitation.** AFFINITYPS shall not (a) endorse, market or recommend Lender or Lender's services to a potential borrower in a manner that would violate any applicable law, or (b) disseminate any written advertisement, endorsement or other marketing materials that incorporate or utilize the name, mark, or logo of Lender without Lender's prior written consent; provided, however, that Lender agrees and acknowledges that Lender's name, logo and/or mark(s) may be displayed to consumers with which Lender is matched and in the "About our Lenders" section of the of the Site.

**Section 7.3 Sole Obligor.** It is agreed that only Lender and none of its parents, subsidiaries, affiliates, investors, officers, directors, shareholders, members, employees, agents, representatives, equity or debt holders, or any of their respective parents, subsidiaries, affiliates, investors, officers, directors, members, shareholders, employees, agents, representatives, equity or debt holders, shall have any obligation or liability for any amounts due or that may become due, for any reason, under or in any way related to this Agreement. This paragraph is intended to and shall preclude AFFINITYPS from alleging or pursuing any claim that depends on or is based in the doctrine of "alter ego", "piercing the corporate veil" or any other argument or law seeking to hold any person or entity other than the entity that is a signatory to this Agreement responsible for any obligation that may arise as a result of this Agreement.

**Section 7.4 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

**Section 7.5 Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, will be settled by binding arbitration in accordance with the then-current Streamlined Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), in effect as of the date of submission of the arbitration demand to JAMS ("JAMS") as modified or amended by the terms and conditions contained in this Section 7.5. All proceedings hereunder shall be administered by JAMS and conducted in the state of New Jersey. Delaware substantive



law will apply at the arbitration. The Federal Rules of Civil Procedure will apply, except as set forth herein. All arbitration proceedings hereunder will be subject to the following:

- a) The number of arbitrators will be one. The appointment of the arbitrator will be governed by the JAMS Rules; provided, that the arbitrator selected must (i) have such knowledge and practical experience in business and commercial matters concerning the subject matter of this Agreement that he is capable of evaluating on a practical as well as theoretical level the issues involved in the proceedings, and (ii) agree to serve for a per day fee not greater than the median per diem arbitrator rate charged by the JAMS office in the state of New Jersey, unless otherwise agreed to by the parties. In the event that the parties cannot agree on a choice of arbitrator by the close of business on the 30th day following the due date of the original response, JAMS shall select the arbitrator; and JAMS shall do so exercising its sole and exclusive discretion, limited only by the requirements contained in this Section 7.5(a).
- b) Discovery shall be conducted on an expedited basis and in accordance with the Federal Rules of Civil Procedure in effect as of the date of submission of the arbitration demand to JAMS. Each party's discovery shall be further limited to:
  - i. No more than 20 interrogatories, including discrete subparts, by any one party;
  - ii. No more than 50 requests for production, including discrete subparts, by any one party;
  - iii. No more than three depositions by any one party; and
  - iv. No more than ten documents subpoenas by any one party.
- c) Subject to the limitations set forth in Section 7.5(b), a reasonable amount of time prior to commencement of the evidentiary hearing, each party will have the right to depose under oath any of the other party's officers, directors, employees or agents regarding matters which are relevant to the issues in the proceedings. Any person being deposed will be entitled to be represented by counsel. Any such deposition will be conducted in the locality where the person being deposed ordinarily carries out his or her duties as an officer, director, employee or agent.
- d) Fees and expenses of the arbitrator and of the appointing and administering authority will be borne equally by the parties. The expenses of witnesses called by a party will be borne by such party; the out-of-pocket expenses of any witnesses called by the arbitrator will be borne equally by the parties. The prevailing party in any arbitration in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such arbitration.

**Section 7.6 Amendments.** This Agreement may not be amended except in writing by Lender and AFFINITYPS.

**Section 7.7 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the party for whom it is intended, as follows:

If to Lender:

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

Attn: \_\_\_\_\_

If to AFFINITYPS:

Affinity Partnerships, LLC.  
1777 East Clark Street  
Pocatello, Idaho 83201  
Attn: John Alexander

**Section 7.8 Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the parties hereto.

**Section 7.9 No Agency.** Nothing contained in this Agreement is intended, nor does it permit, AFFINITYPS or any party affiliated with AFFINITYPS to engage in any acts on behalf of Lender. AFFINITYPS agrees to not hold itself out as an agent of Lender.

**Section 7.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute with the same original. Counterparts may be delivered by facsimile or other form of electronic communication.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Affinity Partnerships, LLC**

**"Lender":** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** John A. Alexander

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

**Title:** President

**Title:** \_\_\_\_\_

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

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

**Affinity Partnerships, LLC.**  
**Platform Participation Acknowledgment**

\_\_\_\_\_ (Lender) requests to be assigned to participate on the following Affinity Partnerships Program(s). By executing the following, the Lender acknowledges, it has reviewed the opportunities available and formally requests to support and provide mortgage services to the following programs:

\_\_\_\_\_ VALoanRanger.com Program – Includes Short Form & Rate Platform

\_\_\_\_\_ Rates on the Fly Program - Rate Platform

\_\_\_\_\_ Credit Sesame Program – includes creditsesame.com and Mint.com

\_\_\_\_\_ HECM – Short and Rate Platform

\_\_\_\_\_ Home Equity Product

\_\_\_\_\_ BestLenders.com

\_\_\_\_\_ Or other currently available short/or rate platform(s): \_\_\_\_\_

It is further acknowledged that the Lender may request to participate on additional program(s), if and when an opportunity to participate materializes. However, it is acknowledged by the Lender that participation on any current program does not assure participation on any other nor has any commitment been made or implied that the Lender is assured of participation on the Preferred Lender Network for Costco Members. To be and remain eligible to serve on the above or any future program, the Lender acknowledges, it must be and remain in good standing and have the capacity to manage and effectively serve the requests provided from the current and any future program(s). Lender must follow the executed marketing agreement along with providing sufficient notification to deactivate their participation on the agreed Platform Participation Acknowledgment.

Lender: \_\_\_\_\_

Affinity Partnerships, LLC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**AFFINITY PARTNERSHIPS**  
BUILDING OPPORTUNITY WITH SERVICE

## Lender Code of Conduct

Affinity Partnerships' Program is a transparent marketplace for with a select group of lenders to facilitate a Borrower's ability to access some of the most competitive mortgage rates and products in the country. To keep the Affinity Partnerships' platform consistent with a philosophy of "Highest Quality and Service at the Best Prices", Affinity Partnerships requires lenders participating to adhere and abide by the following guiding principles:

### ***Principles of Excellence***

- Be Truthful:
  - Lenders should stand behind their quotes and offers when provided truthful information and when the market conditions change, adjust the offer in a manner consistent with the market change.
  - Lenders should ensure all data provided to the other party is accurate and current.
  - Lenders should be forthright and transparent in all communications.
  - Lenders will make available all products which they are legally and authorized to offer
  - Lenders should disclose and provide to borrowers all relevant information and data.
- Be Courteous and Professional
  - Lenders should treat borrowers with respect and professionalism. Do not use rude or abusive language. Each Lender should maintain the highest level of professionalism and abide by all applicable local, state or federal laws and regulations.

### ***Price and Rate Assurance agreed to by Participating Lenders***

- Stand behind your quotes.
  - Participating Lenders have agreed to and will be monitored to ensure pricing complies within standard which are consistent with the intent of the program which includes but are not limited to:
    - Avoiding pricing practices with intent of luring or deceiving the borrower.
    - Making adjustments to any posted offering to ensure that it will be consistent with the market changes and discovery of new and pertinent information attained during the application process.
    - Because of market conditions as well as non-validated personal borrowers prevents an initial quote from being a binding offer; however, the Lenders should stand by their offers when the information provided by the borrower is accurate and market conditions remain consistent.
- Full Disclosure to all terms of the Loan

Lenders should be forthright and disclose any reasonable options and the applicable rates and fees, as well as, provide/offer the best available mortgage product which they are authorized to present.

- Obey the law

Discrimination in mortgage lending is prohibited by law, including the U.S. Department of Housing and Urban Development's (HUD) Fair Housing Act and the Office of Fair Housing and Equal Opportunity actively enforces those provisions of the law. The Fair Housing Act makes it unlawful to engage certain practices based on race, color, national origin, religion, sex, familial status or handicap (disability), including:

- Refusing to make a mortgage loan
- Refusing to provide information regarding loans
- Imposing different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminating in appraising property
- Refusing to purchase a loan or set different terms or conditions for purchasing a loan

#### ***Rates and Fees:***

Lenders should adhere to the following pricing and fee assurances:

Lenders shall provide participating Borrower with the most competitive rate which they offer at the time the lender provides a quote. The quoted rate and fees by the lender reflected on the Pricing Platform or other mortgage platform shall be the best available rate and fees available and publically advertised by the lender.

Under each individual program, Lenders shall ensure that they are competitive with or exceed that value in the general market. At times the program may require margin and fees caps. For example, the Costco Mortgage Services Caps include the following: maximum best efforts margin shall be 101.30 basis point ceiling on loans \$100,001 or greater and 200 basis point ceiling on loans \$100K or less for each loan quoted to and closed with a borrower. There is also an origination fee ceiling of \$600 for executive members and \$750 for Non-Executive Members.

The maximum lender fees or best efforts margin cap may be established for each Affinity Relationship and will be agreed to in advance but is also subject to change based on market conditions.

#### ***Ongoing and Post Marketing Activities:***

Lenders are not allowed to market to those who have declined to proceed (post Drip Campaign). Because the objective is to enhance the Borrower experience and the Brand of the Affiliate or Affinity, it is critical that Lender adhere to sensible and courteous and non-abrasive marketing tactics. Certain program such as Costco requires that each standardize communication be reviewed and approved prior to distribution. NOTE: The contact information provided is not the property of the lender but the affiliate and each participating lender agrees to abide by rules and guidelines for each program.

#### ***Mutual Lender Respect and Professionalism:***

At a minimum, Participating Lenders agree to the following:

- Will not disparage or speak ill of another Participating Lender which they are competing.
- Will not intentionally lure or encourage a Borrower to break a lock with another Participating Lender
- As requested, will work with other participating lenders to ensure the Borrower receive the best available services and value
- As requested, attend lender calls and meeting to review overall program strengths, weaknesses, and opportunities to enhance the value proposition of the program

Lender Acknowledgement: \_\_\_\_\_ Date: \_\_\_\_\_

## AUTHORIZATION TO RELEASE INFORMATION FORM

*To be completed by Corporations, Sole Proprietorships, and Other Partnerships (Not required for Banks)*

**Note: Submitting an incomplete or illegible form may delay the background check results.**

I hereby AUTHORIZE the request of my information to any law enforcement agency or third party organization, to furnish bearer with criminal history and identity check information in their possession regarding me in connection with my employment. I am willing that a photocopy of this authorization be accepted with the same authority as the original. I understand this AUTHORIZATION is to be part of the written employment application which I sign.

I am authorizing a background check for the purpose of evaluating me for tenant, employment, promotion, reassignment, reclassification, transfer, or retention as an employee. I also understand that any misrepresentation, falsification or omission of facts herein may be grounds for disqualification, release or dismissal.

**PRINT NAME:**

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
Middle

***Current Address:***

\_\_\_\_\_  
Street Number & Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
How Long?

**DATE OF BIRTH:**

**SOCIAL SECURITY #:**

**HOME PHONE #:**

**BUSINESS PHONE #:**

**OTHER NAMES YOU HAVE USED:**

**SINCE YOUR 18<sup>TH</sup> BIRTHDAY, HAVE YOU BEEN CONVICTED OF A FELONY OR FELONY-REDUCED-TO MISDEMEANOR CONVICTION BY ANY COURT?** ☐ YES ☐ NO

***If yes, please indicate date, location and explanation:***

***Complete driver's license information only if this position requires that you drive a motor vehicle.***

**DRIVER'S LICENSE INFORMATION:**

\_\_\_\_\_  
License number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
State of Issue

**PRIVACY NOTICE**

The Information Practices Act of 1977 (effective July 1, 1978) requires you to provide the following information to individuals who are asked to supply information about themselves.

The principal purpose for requesting the information on this form is to conduct background checks on individuals selected for available positions. The federal statute authorizes the maintenance of this information.

Furnishing all information requested on this form is mandatory. Failure to provide such information shall result in a determination that the applicant is ineligible for employment or not appropriate for reassignment.

I hereby certify that all statements on this application are true and correct to the best of my knowledge and belief. I understand that the petition for this information is for companies to be informed of my current records, previous records and character. I understand that my employment depends upon successful completion of a background investigation, by first or third party organizations, to verify information and obtain all records held by government or private entities. If employed, I understand that any falsification, misrepresentation or omission of facts of this record may be considered cause for release or dismissal.

**APPLICANT/EMPLOYEE/TENANT**

**DATE:**

**SIGNATURE:**

## 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	
	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. 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.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+					
or								
Employer identification number								
			+					

### 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 ▶

### 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## Payment Authorization Form

The undersigned applicant hereby certifies that the above information is true and correct to the best of the applicant's knowledge. The undersigned authorizes Affinity Partnerships, LLC and its authorized agents, as necessary, to verify information provided by the applicant.

Lender hereby understands that Lender is fully responsible for the activity of all the sales personnel and that ethical and proper selling practices will be followed, and that immediate attention will be given to all complaints. Lender hereby certifies that the information contained in the application and/or provide for review are true, and Lender understands this application shall remain the property of the Affinity Partnerships to which this application is submitted. Lender furthermore agrees and understands there is an initial \$5,000 one-time application fee which is due prior to a Lender Site Review and \$35,000 one-time Setup and Launch fee which is due prior to a selected preferred lender going live. Each required Fee is non-refundable. Lender hereby agrees that it shall make no claim or institute any legal proceedings for recovery of any of the Lender Application and Setup fee and shall indemnify Affinity Partnerships for any costs and expenses and will reimburse Affinity Partnerships for any costs and expenses which may incur as a result of any such claims or legal proceedings.

**Authorized Signature of Officer:** \_\_\_\_\_

**Title:**

**Name:**

**Date:**

<b>ELECTRONIC FUND TRANSFER AUTHORIZATION</b>
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I, as the undersigned authorized representative of the Lender, authorize Affinity Partnerships to transfer all agreed upon fees beginning the Effective Date of this Agreement, which services include setup, implementation, participation dues/fees, leads or any other approved services which the Participant may elect to utilize per this Agreement and directly applicable transaction charges.

<b>Signature:</b> _____ <b>Date:</b> <a href="#">Click here to enter text.</a>
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**\*Your signature indicates your Agreement with the following terms:** You affirm that you are an authorized signatory on the following noted account, and you authorize Affinity Partnerships to transfer funds for payments due to Affinity Partnerships in accordance with this Agreement and your participation in the Affinity Partnerships, Costco, Refinance.com, APWU or other selected program. This authorization will remain in effect for the term of the Agreement and for 10 days after Affinity Partnerships receives written notice from you revoking your authorization. You understand that revoking authorization may be grounds for suspension of your account unless an acceptable alternative method of payment is established with Affinity Partnerships. You also agree not to initiate a chargeback with issuer unless you have exhausted all attempts to resolve any disputes directly with Affinity Partnerships. You further understand that initiating a chargeback does not extinguish your obligation to pay for services rendered by Affinity Partnerships.

<b>Please fill in the following information.</b>
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<b>Bank Name:</b>
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<b>Account Name:</b>
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<b>Authorizer's Name:</b>
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<b>Bank Address:</b>
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<b>City:</b>
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<b>State:</b>
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<b>Zip:</b>
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<b>Account Number:</b>
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<b>Routing Number:</b>
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