



**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 no 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: \_\_\_\_\_