



BUSINESS PARTNER AUTHORIZATION CHECKLIST

Thank you for choosing Direct Commercial Funding, Inc., *Where Funding Never Stops*. The Authorization documents listed below must be completed prior to closing. Loans may be submitted to Direct Commercial prior to the completion of the required Authorization documents:

- ☐ Completed Business Partner Authorization form
- ☐ Business Partner Protection Agreement
- ☐ Executed Business Partner Compensation Agreement
- ☐ Resume(s) for all Principal(s)
- ☐ Form W-9

All items must be completed in their entirety. Incomplete information may slow down the authorization process or cause the authorization to be rejected. In order to provide Direct Commercial a reasonable amount of time to complete its review, please allow at least 2 business days.

Business Partner Authorization matters may be directed to:

Shipping/1st Class Mail:
Attn: Business Partner Department
Direct Commercial Funding, Inc.
P.O. Box 7400
Houston, TX 77248



BUSINESS PARTNER AUTHORIZATION

Company Name: _____ DBA (if applicable): _____

Address: _____ Date Business Started: _____

City/State/Zip: _____ Years at this address: _____ Headquarters ☐ Yes ☐ No

Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC Tax

ID: _____

Company Website (if any): _____

List all mortgage industry memberships, affiliations or trade groups you are affiliated with:

Referred by: (name & company) _____

PRINCIPALS (attach additional page if necessary – attach resumes for all Principals)

Name	Title	Percentage Owned	Phone	Fax	Email

LIST THE PRIMARY CONTACT(S) FOR YOUR COMPANY (if different from the Principals)

Name	Title	Phone	Fax	Email

Direct Commercial is authorized to send any and all communications, rate sheets, product information and advertisements to the email address(es) and/or facsimile number(s) provided herein. I/We the undersigned do hereby attest and confirm that the information contained herein is true and correct to the best of my/our knowledge and may be relied upon by Direct Commercial Funding, Inc.

(Print or type name of company or broker)

By: _____

Name: _____

Title: _____

Date: _____



BROKER PROTECTION AGREEMENT AND LOAN REGISTRATION

This BROKER PROTECTION AND LOAN REGISTRATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Direct Commercial Funding, Inc., with offices at 440 Louisiana, Suite 900, Houston, Texas 77002 (hereinafter "Direct Commercial") and

_____. ("Broker"), with its principal place of business at _____.

In the interest of protecting Broker in the potential transaction between Direct Commercial and Borrower, Direct Commercial and Broker agree to the following:

Direct Commercial is a lender in the business of originating commercial real estate loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. Broker further represents that they are working directly with the prospective borrowers ("Borrower") and are authorized by the Borrower to arrange financing. In the course of undertaking such services, Broker may introduce prospective borrowers ("Borrower") to Direct Commercial for the purpose of Borrower obtaining a loan ("Loan") from Direct Commercial.

Term: Upon execution, this Agreement shall remain in effect for a period of thirty (30) days from the date of the initial Loan Quote issued in writing by Direct Commercial.

Registration: During the term of this Agreement, Direct Commercial will not accept submission of a loan request for materially the same transaction from another Broker and, furthermore, Direct Commercial agrees to not directly contact the Borrower without the Broker's permission prior to the Borrower's execution of the Commitment Letter.

Broker hereby registers the following loan request with Direct Commercial (all fields are required):

Borrower Contact: _____
Title Held By: _____
Loan Request Amount: _____
Loan Type/Property Type: _____
Address/City/State/Zip: _____
Phone/Fax: _____
Email: _____

This Agreement is intended by the parties to function together with the Broker Compensation Agreement, which provides further protection to the Broker after a Commitment Letter is issued by Direct Commercial and fully executed by the Borrower.

Direct Commercial Funding, Inc.

By: _____
National Account Executive

Broker

By: _____
Name: _____
Phone/Fax: _____
Email: _____



BUSINESS PARTNER COMPENSATION AGREEMENT

THIS BUSINESS PARTNER COMPENSATION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____ by and between Direct Commercial Funding, Inc. with offices at 440 Louisiana, Suite 900, Houston, Texas 77002 (hereinafter "Direct Commercial") and _____ with its principal place of business at _____ (hereinafter "Broker"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Direct Commercial is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers (hereinafter a "Borrower") to Direct Commercial for the purpose of Borrower obtaining a loan from or through Direct Commercial (hereinafter a "Loan").
2. **Compensation:** In the event Direct Commercial closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to Direct Commercial, or within eighteen (18) months from the date of introduction for a construction take-out Loan, Broker shall be entitled to be compensated in accordance herewith (the "Compensation"). The Compensation shall only be due at such time and if the Loan closes and is fully funded. The Compensation to be paid to Broker shall be set forth in the loan approval transmittal from Direct Commercial to Broker on a case-by-case basis. The Broker shall provide Direct Commercial with an IRS Form W-9 and other such documents as Direct Commercial deems necessary for the Compensation. The Broker understands and agrees that the Compensation shall be based solely on the first mortgage loan amount.

The Broker understands and agrees that a fully funded loan is contingent upon receipt of signed loan closing documents and if applicable, the payoff of any interim funding and/or full disbursement of any construction funds. If permissible under applicable state and federal law, the Broker may impose and collect additional fees upon Borrowers/applicants for consultations and other lending services, provided that such fees shall be agreed upon pursuant to a duly executed written agreement between the Broker and such Borrower. Broker shall provide a copy of each such written agreement to Direct Commercial prior to submitting a loan application. Broker understands and agrees that Direct Commercial will reject such additional fees if Broker fails to provide the required written agreement as set forth herein.

3. **Loyalty Rewards Program:** Loyalty Rewards shall be based upon the Broker's fully funded loan volume during the calendar year with a Minimum Volume Requirement of \$50,000,000 to be eligible. If Broker achieves the Minimum Volume Requirement, an additional 1.10% of the fully funded first mortgage loan amount(s) will be paid to Broker retroactively. The Loyalty Rewards Program and Minimum Volume Requirement will reset at the beginning of each calendar year. Direct Commercial is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers (hereinafter a "Borrower") to Direct Commercial for the purpose of Borrower obtaining a loan from or through Direct Commercial (hereinafter a "Loan"). This program is formerly known as the Volume Incentive Program.
4. **Loan Applications:** Based on Direct Commercial's own credit, collateral and other lending criteria, Direct Commercial may, in its sole and absolute discretion, from time to time accept and review applications from Borrowers referred to Direct Commercial by Broker. Broker acknowledges and understands that Direct Commercial has not, by its execution of this Agreement, agreed to make any loans to Borrowers referred to Direct Commercial by Broker. Loan approvals will be determined solely in the discretion of Direct Commercial and Direct Commercial shall have no liability to Broker, or Borrower, in the event Direct Commercial declines to approve any loan application or to fund any loan for any reason whatsoever.



5. **Broker represents and warrants to Direct Commercial the following:**

- a. **Compliance with Laws:** Broker has complied with, and will continue to comply with, all local, state and federal laws and regulations applicable to the conduct of its business including, but not limited to the Equal Credit Opportunity Act, the Fair Housing Act and all such laws and regulations that are included within the scope of the Fair Lending laws, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act and the Truth-in-Lending Act. Broker shall provide each Borrower/applicant with all applicable disclosures and notices as required by law, which disclosures shall be substantially in the form as promulgated by the National Association of Mortgage Brokers. The timely delivery of all necessary and appropriate disclosures shall be the sole responsibility of the Broker.
 - b. **Independent Contractor:** Direct Commercial is not Broker's only lender source and Broker acknowledges that Direct Commercial does not require that a Borrower use Broker in order to obtain a loan from Direct Commercial. Broker is an independent contractor and not an agent, servant or employee of Direct Commercial. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant or employee of Direct Commercial. This Agreement shall not constitute any legal relationship of partnership, joint venture, agency or employment between the parties hereto.
 - c. **Written Agreements:** Broker shall not advise any Borrower that Direct Commercial has agreed to make a loan to such Borrower unless Broker submits such Borrower's loan application to Direct Commercial and such Borrower is approved in writing by Direct Commercial.
 - d. **Loan Application and Documents:** All applications submitted by Broker to Direct Commercial will be, to the best of Broker's knowledge after due investigation, true and complete and will accurately reflect all information required by Direct Commercial. Broker agrees to cooperate with Direct Commercial to facilitate and expedite the timely collection of documentation determined by Direct Commercial as necessary for the review and approval of a Loan.
6. **Arbitration:** In the event of any dispute under or relating to the terms and provisions of this Agreement or any breach thereof, it is agreed that the same will be submitted for arbitration in Houston, Texas, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration or litigation arising from or out of this Agreement, the prevailing party shall be entitled to recover all costs and fees, including any and all reasonable attorney's fees and other costs incurred in connection therewith.
7. **Governing Law:** This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Texas. Nothing contained herein shall obligate Lender to close or fund any loan.
8. **Facsimile Signatures; Counterparts:** Facsimile signatures or counterparts of this Agreement are hereby authorized and shall be acknowledged as if such signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party.
9. **Marks and Names:** The marks and names "Direct Commercial Funding, Inc.", "Direct Commercial", the "CD" logo, "eDoclending", "eDoc", the "eDoclending" logo and all other marks and names adopted and used by Direct Commercial (hereinafter collectively referred to as "Direct Commercial Marks and Names") are the sole and exclusive property of Direct Commercial, and Broker agrees that it has no rights or ownership interest in the Direct Commercial Marks and Names and will make no use whatsoever of the Direct Commercial Marks and Names in Broker's business name, advertisements or any other communications disseminated by Broker without the express written permission of Direct Commercial.



10. **Assignment:** The rights, interests, duties and responsibilities of the Broker as set forth herein, may not be assigned without the consent of all parties hereto.
11. **Severability:** The invalidity or unenforceability of any provision of this Agreement in a particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.
12. **Release of Liability:** Broker agrees that full payment of the Compensation set forth herein shall release Direct Commercial from all claims or liability to Broker with respect to such Loan. Broker specifically agrees to defend and hold Direct Commercial harmless from any and all claims of other brokers for a finder's fee or commission in connection with the Loan to a Borrower for which the foregoing described Compensation was paid to Broker.
13. **Entire Agreement:** This Agreement embodies the entire understanding between Direct Commercial and Broker with respect to the subject matter hereof and there are no other understandings between Direct Commercial and Broker with respect to the subject matter hereof. This Agreement supersedes any prior written agreement respecting the subject matter hereof, and may not be amended or modified, nor may any provision thereof be waived, except by a writing signed by all of the parties hereto. The captions in this Agreement are for convenience only, and shall not be given substantive effect.

Broker is fully aware of its responsibilities hereunder and has executed this Agreement only after it has had adequate opportunity to review and/or confer with legal counsel. Broker has also executed this Agreement with the knowledge that Direct Commercial will rely upon the representations and warranties made by Broker to Direct Commercial.

Direct Commercial Funding, Inc.

(Print or type name of company or broker)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____