



INDEPENDENT CONTRACTOR AGREEMENT LOAN PROCESSOR

This Independent Contractor Agreement is entered into by and between Billcutter, Inc. ("Company") and _____ ("Independent Contractor") and Independent Contractor.

It is understood Independent Contractor has an extensive background in mortgage loan processing and is willing to provide services to Company based on this background.

1. **DESCRIPTION OF SERVICES.** Beginning on the date this agreement is executed, Company hereby engages Independent Contractor as a Loan Processor. In this capacity, it shall be the Independent Contractor's general duty to use his (her) best efforts to process loans. Independent Contractor shall individually, or in cooperation of with other loan processors, use his (her) best efforts to obtain and oversee the completion of all documentation and the fulfillment of all closing conditions for each loan he or she processes.
2. **RELATIONSHIP OF PARTIES.** The parties understand that the Independent Contractor is an Independent Contractor with respect to Company, and not an employee of the Company.
 - a) Company will not provide fringe benefits, such as health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Independent Contractor.
 - b) Company agrees that it retains no authority or right to direct or control Independent Contractor's actions, except as specifically required by law (including California Business and Professions Code 10177 (b)) and that Independent Contractor assumes and retains discretion for the methods, techniques and procedures used in the processing procedure.
 - c) Independent Contractor shall be responsible for the nature of his or her business development efforts, limited only by the ethical standard of performance under all states or version for each state California Department of Real Estate.
 - d) Independent Contractor agrees to engage in no activity that is in violation of California Real Estate Law or the guidelines of any loan program administered by any governmental agency.
3. **CERTIFICATION OF PROCESSOR.** Independent Contractor understands that Company has a certification program for contract processors.
 - a) Level A processors can submit and close loans with all lenders/investors.

b) Level B processors can submit and close loans with all lender/investors but must have authorization by QC to fund.

4. **NO PROVISIONS FOR TAXES.** In conformity with the Independent Contractor's Independent status, no federal or state or employment taxes will be withheld from commissions paid to Independent Contractor. Furthermore, Independent Contractor expressly assumes full responsibility for the payment of all applicable federal and state income and employment taxes.
5. **TERMINATION.** This Agreement may be terminated by either party upon one (1) day's written notice. Upon termination of this agreement, unless Independent Contractor is in violation of this agreement, Independent Contractor shall be entitled to receive: (1) all unpaid processing fees accrued on loans closed prior to the date of termination, and (2) all unpaid loan in process which close within (30) days following the date of termination. No other processing shall be deemed accrued for or payable to Independent Contractor, and Independent Contractor unconditionally waives all rights or claims he may have had to any other commission on loans initiated by him.
6. **RETURN OF RECORDS.** Upon termination of the agreement, Company, at its sole discretion, may choose to have Independent Contractor complete some, all, or none of the files that are being processed on behalf of Company. If Company shall decide to no longer have the Independent Contractor continue processing any file, then Independent Contractor shall deliver to the offices of Company within 24 hours of termination all files that Independent Contractor has been instructed to longer process. A file is defined as all records, notes, memorandum, and documents of any nature that are in the Independent Contractor's possession or under the Independent Contractor's control and that are Company property or relate to any Company business.
7. **PAYMENT TO INDEPENDENT CONTRACTOR.** The Company agrees to pay a processing bonus on funded loan to Independent Contractor that he/she processed on Friday's. Broker or correspondent check must be received by the Friday of the week prior. For example: broker check comes in today, Thursday, you will be paid next week on Friday. Loan files must be complete as per our Policies and Procedures for compensation to be released. Note: On all loans the Company must receive the broker check at our corporate mailing address located at **3857 Birch Street #325, Newport Beach, CA 92660.**

The Independent Contractor will be as follows:

Loan Type	Processing Fee Charged	Paid Out to Independent Contractor
1 st Trust Deed	\$995.00	\$745.00
1 st Trust Deed (Streamline/IRRRL)	\$595.00	\$445.00
Combo 2 nd Trust Deed	\$0.00	\$0.00
Stand Alone 2nd	\$495.00	\$395.00

8. **ACCOUNTING.** Company shall maintain records for purposes of determining the amount of the fee. Company Independent Contractor shall provide a written accounting for payment. The Independent Contractor, or the Independent Contractor's agent, shall have the right to inspect records of Company for the limited purpose of verifying the calculation of

the fee payments, subject to such restrictions as Company may reasonably impose to protect the confidentiality of the records.

9. **EXPENSES OF INDEPENDENT CONTRACTOR.** The Independent Contractor shall pay all 'out-of-pocket expenses' and shall not be entitled to reimbursement from Company. Independent Contractor is responsible for all expenses incurred by the Independent Contractor. The Independent Contractor shall in no way indicate to a creditor that Company is responsible for expenses incurred by the Independent Contractor. Independent Contractor shall pay for user license for ARIVE and email account.
10. **CANCELLATION FEES.** Company does not nor shall it be responsible for any cancellation fees. Any arrangements with regards to cancellation fees must be negotiated with each loan officer with whom you are processing files with appropriate investigation of creditworthiness, as the Independent Contractor's sole source of payment for cancellation fees will be from the loan officer.
11. **INDEPENDENT CONTRACTOR'S EMPLOYEES.** The Independent Contractor's employees, if any, who perform services for Company under this Agreement shall also be bound by the provisions of this Agreement. At the request of Company, the Independent Contractor shall provide adequate evidence that such persons are the Independent Contractor's employees and have appropriate licenses to conduct activities those activities that they are performing.
12. **INDEMNITY AND HOLD HARMLESS.** Independent Contractor agrees to indemnify, defend, and hold Company harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising from any action taken or by Independent Contractor, or others working through, or on behalf of Independent Contractor in connection with services rendered. The exception to this is a non-fraudulent error or omission.
 - a) Any such claims or costs payable pursuant to this Agreement shall be paid in full by Independent Contractor, who hereby agrees to indemnify and hold harmless Company for all such sums.
 - b) Company retains the authority to settle claims or disputes, whether Independent Contractor consents to such settlement.
 - c) Payment from Independent Contractor is due at the time Company is in receipt of an invoice and can be offset from any compensation due Independent Contractor as above until paid in full. No other authorization is required from Independent Contractor for such offset of commissions as earned.
13. **ASSIGNMENT.** Independent Contractor shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, heirs, and personal representatives. This Agreement is a contract for personal services of Independent Contractor and, as such, may not be assigned by Independent Contractor to any entity without the prior written consent of Company. Any purported assignment without such prior written consent shall be null and void. It is understood and agreed that the Company shall have the right to assign this Agreement to any successor to all or substantially all its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary of Company.

14. **RESTRICTIVE COVENANTS.** Independent Contractor will not at any time, in any fashion, form or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the business of Company, including, without limitation, the names, addresses, and particular characteristics of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its services, its relations and dealing with any of its customers, manner of operation, or its plans, processes. Or other data of any kind, nature of description, without regard to whether any or all the forgoing matters are deemed by Independent Contractor to be material or important. The parties hereby stipulate and agree that the matters cited in this section (Restrictive Covenants) are important, material, and confidential and gravely affect the effective and successful conduct of the business of Company, and its goodwill, and that any breach of the terms of this section is a material breach of this agreement.
15. **CONFIDENTIALITY AFTER TERMINATION AGREEMENT.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
16. **ABIDE BY ALL LAWS.** The Independent Contractor agrees to and abide by all laws, rules, and regulations of the NMLS, The Department of Financial Protection and Innovation, & California Department of Real Estate now in effect or those enacted in the future by any department or by the State of California or the government of the United States. If a license is required to perform any work for Company Independent Contractor agrees to obtain and keep, in good standing such license.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
18. **AMENDMENTS.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
19. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
20. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
21. **ATTORNEY'S FEES.** Should any party hereto employ an attorney for the purpose of enforcing or construing this agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, the prevailing party as determined by the court or arbitrator shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and reporter costs, investigative costs, expert witness fees, and the costs of any bonds, whether taxable or not, and such reimbursement shall be included in judgment or final order issued in the proceeding. This provision applies whether the acts or proceedings are based upon tort or contract or are for declaratory relief.

22. **APPLICABLE LAW AND VENUE.** In the event of a dispute between the parties involving this agreement, proper venue shall only be in California Superior Court, in and for the County of Orange. This Agreement shall be governed by the laws of the State of California.

BILLCUTTER, INC.

Signature

Date

Print Name

Title

INDEPENDENT CONTRACTOR

Signature

Date

Print Name

Title



LOAN FRAUD PREVENTION POLICY

Billcutter Inc. ("COMPANY") is committed to fair and responsible lending and good business practices throughout the loan origination process. We expect that all loan terms be fully and accurately disclosed to the consumers so they can understand the nature of their program and the transaction. We expect and require each MLO with whom we maintain a relationship to abide by the Company's policies and procedures to ensure that there is neither the existence nor the appearance of illegal discriminatory behavior. Should such activity be identified, the COMPANY will take appropriate action, up to and including the termination of employment.

ZERO FRAUD TOLERANCE

The COMPANY strives through its philosophy and conduct to support elimination of mortgage loan fraud and misrepresentation within the residential lending industry. To this end, COMPANY has adopted a Zero Loan Fraud Policy.

It is the COMPANY's policy that all information submitted in connection with the loan process must be accurate and presented truthfully. The submission of a loan application containing false information is a crime, and the instances of fraud will not be tolerated. **Consequences of loan fraud include, but are not limited to, criminal prosecution, loss of licenses, civil action, and employment termination.**

CONSEQUENCES OF LOAN FRAUD

The Company enjoys a great reputation and warrants the quality of our loan production to its Investors. Fraudulent loans may not be sold in the secondary market for home mortgages and may harm our reputation and strain our relationships with our investors and mortgage insurance carriers. The consequences of residential loan fraud are far-reaching and expensive to our company, consumers, and industry. The consequences are also severe to the perpetrators and include, but are not limited to:

AS TO THE MLO

1. Criminal prosecution may result in possible fines and imprisonment.
2. Revocation of license.
3. Inability to access lenders caused by the exchange of legally permissible information between lenders, mortgage insurance companies, agencies, investors, and regulatory agencies.
4. Civil action by the Company.
5. Civil action by consumer and/or other parties to the transaction.
6. Termination of employment with the Company.

AS TO THE BORROWER

1. Acceleration of debt.
2. Criminal prosecution, which may result in possible fines and imprisonment.
3. Civil action by the Company.
4. Civil action by other parties to the transaction, such as seller, real estate agent/broker.
5. Forfeiture of any professional license.
6. Adverse, long-term effect on credit history.

I have read the foregoing and I understand and accept the COMPANY's detailed policies.

LOAN ORIGINATOR (MLO)

Signature

Date

Print Name

Title



COMMISSION CHECK DISBURSEMENT

Name: _____

Status: 1099 W2

Courier: US Mail Overnight Pickup Electronic

(If you choose to receive commissions electronically, please make sure you complete the 'Wire' and/or 'Direct Deposit' forms.)

Cut Checks To: _____

(If we are cutting checks to entity other than you, we'll need: 1) Proof of entity 2.) signed letter by you authorizing us to cut check to the entity.)

Mailing Address: This address must be the address listed on your W9/W4

Branch Address (if working from commercial location)

Phone: _____

Fax: _____

Email Address: _____

(Make sure to add our email address to your 'Contacts List' in your email system. This will ensure important emails from us don't go to your 'spam' folder.)



WIRE/ACH COMMISSION REQUEST (if applicable)

This form is to be used to get set up to send commissions electronically via wire or ACH Only. If you are having us cut checks, please put N/A on form.

Type: MLO Processor

Name: _____

Bank Name: _____

Bank Address: _____

Bank ABA #: _____

Bank Account #: _____

Name on Account: _____

Notes:

- 1) The ABA Number is not the 9-digit number on your check. You need to call your bank and ask what the bank's 'ABA number' is.
- 2) If we are wiring money to your corporate checking account, the account name must include the name of your corporation.
- 3) There is a **\$35 fee** to have commissions wired or \$5 fee to have commissions send via ACH. Your bank may also charge a fee. However, receiving commission via wire is convenient, i.e. no mis-delivered checks if UPS is having a bad day, no need to drive to the bank to deposit check and if you're out-of-town, you have immediate access to your money.
- 4) W2 MLO's should not use this wire request form. This is for 1099 MLOs. W2 MLOs can receive commissions electronically via "Direct Deposit" however that must be requested use the "Direct Deposit" form.



TEAM MEMBER INFORMATION FORM

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Number: _____

Email: _____

NMLS # (if applicable): _____ DRE # (if applicable) _____

Team Member Role: _____

How did you hear about Billcutter: _____

Name of last company you worked for: _____

Emergency Contact

Name: _____ Relationship: _____

Cell Number: _____

Signature: _____

Date: _____