



Agreement for Broker and or Referring Party Services Agreement

This agreement is entered into as of _____, 20____ by and between Fidelity Bancorp Funding, Inc. (FBF) and _____ (Referring Party - RP).

1. RP is not an employee and or contractor of FBF and is instead a referring party to the inquiry.
2. Relationship is not exclusive between FBF and RP and RP may send the same inquiry to multiple lending solutions and is not obligated to send any future inquires to FBF.
3. RP hereby agrees to solicit and receive loan inquiries related to the loan programs offered by FBF through itself and its contractors or employees. All contractors or employees offering or negotiating mortgage loan terms must be licensed and or registered as required by applicable law and or licensing regulators as determined by location and asset class.
4. FBF will complete all necessary due diligence requirements on the inquiry including credit report, background check, OFAC, appraisal, appraisal review, Environmental Data Records report to determine merits of the request.
5. FBF will not rely on any documents provided by RP and instead FBF will complete its own investigations and due diligence.
6. RP shall immediately notify FBF of any information that has been presented that contains any false and or misleading information.
7. RP hereby authorizes FBF to forward any and all documents via email addresses provided whether said documentation is or is not inquiry related, including but not limited to marketing material FBF deems relevant to the RPs representations and referral services.
8. This agreement is in full force and effect unless either party sends written notice to the other terminating the same. Either party may terminate this agreement with or without cause at any time.
9. By virtue of this agreement and execution thereof, both FBF and RP agree to waive the right to trial by jury in any litigation between the parties hereto.
10. RP will sign a separate compensation agreement at the start of each new engagement detailing compensation due RP.

RP represents and warrants that:

1. As required by law depending on location and asset class all RP representatives are legally permitted to participate in the business of referring commercial real estate loans and shall provide FBF with all required documentation supporting such representation.
2. RP will comply with all local, state, and federal laws and regulations as it relates to the conduct of its business.



- 3. Any information provided to FBF by RP submitted is to the best of their knowledge true, accurate and complete.
- 4. RP has conducted background checks on all employees and contractors and no employee or contract of RP is subject to any litigation or regulatory complaint involving fraud, misrepresentation, violation of any state of federal lending laws or regulatory compliance as it pertains to the location and asset class.
- 5. RP is not subject to any litigation or regulatory complaint involving fraud, misrepresentation, violation of any state of federal lending laws or regulatory compliance as it pertains to the location and asset class.

All notices to FBF should be addressed to:

Fidelity Bancorp Funding, Inc.
 1551 N. Tustin Ave., Ste 700
 Santa Ana, CA 92705

IN WITNESS WHEREOF, each of the parties has caused this agreement to be duly executed.

Fidelity Bancorp Funding, Inc.

FBF Signature

Name: _____ Title: _____ Date: _____

Referring Party:

Signature

Name: _____ Title: _____ Date: _____