



## CERTIFICATIONS AND ATTESTATIONS

### ANTI-STEERING

Correspondent Lender certifies that the Correspondent maintains an anti-steering policy that allows for consumers to select the type of loan they would like to obtain provided that they meet applicable qualification requirements.

Loan Officers assist consumers with making a decision on what type of loan is the best fit for the consumer based on their specific income, debts, assets, credit history and financial goals. All Loan Officers ensure that consumers are provided with adequate information to make an informed decision as to the type of loan consumer wishes to receive and/or qualify for, explains to the consumer the requirements of the various loan types and explains why an applicant may qualify for certain loan types and not others, and attempts to determine the consumer's needs in the long and short term and explains how different products may impact the consumer's financial goals, be suitable, or not suitable for the consumer's finances.

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### APPRAISAL AIR POLICY

Correspondent Lender certifies that the Correspondent maintains a written policy governing compliance with appraiser independence requirements. The maintained policy at a minimum requires that each appraisal:

1. Be prepared by a state licensed or certified appraiser who is in compliance with experience requirements, minimum proximity to subject property, and holds the appropriate insurance
2. Be prepared by appraisers independent of sales
3. Not be prepared by appraisers which the Correspondent has an ownership or affiliate relationship with
4. Comply with the Uniform Standards of Professional Appraisal Practice
5. Be written and contain sufficient information and analysis to support the final value determination
6. Be based upon the definition of market value as set forth USPAP

Additionally, Correspondent Lender maintains a process to monitor the performance of appraisers and AMC's, as applicable.

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### CONSUMER COMPLAINTS STANDARDS

OnY Glo, Inc. places a high premium on consumer satisfaction. All approved NDCL's are required to maintain a consumer complaints policy and procedure to adequately address all consumer complaints in a timely manner.

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### COMPLIANCE ATTESTATION FORM

On behalf of the NDCL indicated on the signature page below (the "Company"), I certify that the Company has implemented an Anti-Money Laundering Program compliant with FinCEN's Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for residential mortgage lenders, brokers, and originators and that said program contains:

- Policies, procedures, and internal controls, based upon an assessment of money laundering and terrorist financing risks associated with the NDCL's products and services that will reasonably prevent, detect, and report potential money laundering and other suspicious activity.
- Appointment of an AML Compliance Officer to administer the policy who is knowledgeable with Anti-Money Laundering and Suspicious Activity Report requirements
- A requirement for educating and training appropriate staff, either internally or by a third-party
- Independent testing, either by a third-party or internally, but not by the AML Compliance Officer, to monitor and maintain an adequate AML program
- A requirement to report suspicious activity to FinCEN within 30 days of discovery
- All appropriate employees of the Company must have received AML-SAR training.



## ECONSENT FOR ECOMMUNICATIONS, TELEPHONE CALLS, AND FAX

This eConsent for eCommunications and eSignatures Agreement (“Agreement”) is made and entered into as of the date executed below and OnY Glo, Inc., a California corporation having its principal place of business at 6 Hutton Centre Drive, Suite 1030, Santa Ana, CA 92707 (the “Purchaser”) and the NDCL indicated on the signature page below (the “NDCL”) (individually, the “Party” and collectively, the “Parties”).

**WHEREAS**, Purchaser and NDCL contemplate entering into a business relationship that may involve electronic communications and Parties seek to provide the appropriate authorizations and parameters for such electronic communications.

**NOW THEREFORE**, the Parties hereto agree as follows:

### **Article I. Electronic Communications**

NDCL acknowledges and agrees to electronic communications by Purchaser and to not hold Purchaser liable for any loss, claim, damage, or similar arising whatsoever in relation to email or other forms of electronic communications. If NDCL wishes to rescind this electronic communications authorization, NDCL will provide a written notice to Purchaser as indicated in *Article VIII: Notices*.

### **Article II. Email Advertisements**

As per California’s SB 186, companies that wish to send unsolicited advertisements within California or to email addresses to persons within the state of California must obtain the express written authorization to do so from the recipients before sending emails to them. In compliance with SB 186, by signing this form you duly consent to receive advertisement and communication via email from OnY Glo, Inc. Consent is explicitly given for any email address supplied to Purchaser by NDCL. This consent may be revoked at any time by calling the toll-free number provided on the advertisement email, by sending an “unsubscribe” email to OnY Glo Inc. or providing a written notice Purchaser as indicated in *Article VIII: Notices*.

### **Article III. Consent to other Electronic Communications**

NDCL acknowledges and agrees that by engaging with Purchaser via electronic means, NDCL is providing explicit authorization to Purchaser to provide all responses and documentation including, without limitation, disclosures, agreements, contracts, notices, amendments, modifications, statements, receipts, advertisements, and transaction instruments to NDCL via electronic means. All responses and documentation provided via electronic means will be legally binding as if they were provided by written means unless an applicable law explicitly limits the legal effect. NDCL agrees that all responses and documentation received via electronic means are valid and thus require no verification of validity. Further, NDCL agrees to not hold Purchaser liable for any loss, claim, damage, or similar arising whatsoever in relation to responses and documentation provided via electronic means.

### **Article IV. Email, Telephone Calls and Fax**

As per the Telephone Consumer Protection Act (TCPA) and the Can-SPAM rule, NDCL hereby grants Purchaser written authorization to make phone calls, send faxes and emails (collectively “Communications”) to any and all members of the NDCL company. Communications may pertain to any business or marketing material including, but not limited to, rate sheets and product information. It is understood that NDCL is expressly providing authorization for Communications by contacting or providing Purchaser a particular email address, telephone number, or fax number.

If NDCL wishes to rescind this email, telephone calls, and faxes authorization, NDCL will provide a written notice to Purchaser as indicated in *Article VIII: Notices*.

### **Article V. Liability for Loss or Erroneous Data**

The NDCL and Purchaser will individually bear the liabilities and/or risk associated with any error or loss of data, information, transactions, and other losses which may be a result of computer system or third-party vendor failures. Furthermore, both the NDCL and Purchaser are individually responsible for their own information security systems.

### **Article VI. Electronic Signatures**

NDCL agrees and consents that the use of a keypad, mouse, or other device and/or method to click and/or select an item,



button, icon, or similar action while using any electronic service provided by Purchaser or a Purchaser third-party vendor will constitute NDCL's electronic signature. An electronic signature is legally binding as if an actual signature in writing. By providing an electronic signature, NDCL affirms that no additional validation of electronic signature is necessary, and that the absence of such validation will have no impact on the enforceability of the electronic signature. Thereby, this form attests to the electronic signature validity on all documents submitted to OnY Glo, Inc. that are electronically signed, penned, marked, and similarly electronically executed.

#### **Article VII: Amendments**

This Agreement may be amended from time to time via notice to NDCL within thirty (30) calendar days in advance of the effective date of the amendment unless the amendment is otherwise a requirement implemented by law. Notice of amendment to NDCL shall be delivered by written or electronic means at the discretion of Purchaser. Amendment agreement is deemed to have been received if NDCL continues to transact business with Purchaser and does not inform Purchaser via written notice of disagreement to amendment.

#### **Article VIII: Applicable Law**

This Agreement shall be governed and interpreted under the laws of the state of California and applicable federal laws. By signing below (either via wet or electronic signature) NDCL makes the following representations and warranties to Purchaser:

1. NDCL has read the eConsent for eCommunications and eSignatures Agreement in full and understood the terms.
2. NDCL agrees to abide by all terms and conditions of the Agreement.
3. Individual signing on behalf of NDCL is a duly authorized representative of NDCL with the full power and authority to execute the Agreement and bind NDCL to the Agreement terms.
4. NDCL signature affirms consent and agreement until said agreement is otherwise revoked by written notice to Purchaser.

#### **Article IV: Notices**

All written notices should be sent to:

OnY Glo, Inc., ATTN: Compliance, 6 Hutton Centre Drive, Suite 1030, Santa Ana, CA 92707

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## **FAIR LENDING STANDARDS**

OnY Glo, Inc. (OGI) is committed to the fair and equal treatment of all customers. An approved NDCL is expected to adhere to the Fair Lending Policy of OnY Glo, Inc.

The OGI management and employees are committed to the practices of fair lending as per ECOA, the Fair Housing Act, and other applicable fair lending laws. OGI acknowledges the severe impact of overt discrimination, disparate treatment, and disparate impact. As such it is OGI's policy to ensure that all credit products are available to all applicants who meet the credit criteria in a fair and consistent manner within the confines of a safe and sound business practices.

OGI strives to ensure that no discrimination occurs in any part of lending transactions based on the following:

- Race,
- Color,
- Religion,
- National Origin,
- Sex,
- Marital Status,
- Familial Status,
- Military Status,
- Sexual Orientation,
- Age, provided the applicant has the capacity and is of an age meeting the underwriting requirements for age,
- Disability,
- Receipt of public assistance income, whether a person has exercised any right under the Consumer Protection Act (this includes the Truth in Lending Act), or



- Any other basis prohibited by law

The following is OGI's Fair Lending Policy statement:

- OGI is fully committed to the principle that all credit decisions should be made without regard to the items listed above and the fulfillment of lending to applicants who meet the lending standards while maintaining prudent credit discipline and sound business practices.
- OGI recognizes affirmative steps must be taken to ensure that this principle is applied consistently and continuously throughout all aspects of our credit operation including, but not limited to, product design, sales and marketing, underwriting, training, performance evaluation, and servicing practices.
- All employees of OGI must strictly comply with fair lending requirements.
- OGI monitors its operation and achievements on a regular basis to ensure procedures are followed and OGI objectives are met. OGI will continue to evolve its operations as the industry standards change in order to effectively meet our commitment to fair lending.
- OGI requires loan terms, rates, and fees to be consistent with applicant qualification, the applicant's ability to repay the obligation, and the applicant's net tangible benefit from the loan transaction.

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## HIRING STANDARDS

As an approved NDCL of OnY Glo, Inc., a hiring policy and procedures is required to be maintained. The hiring policy and procedure must include the checking of all employees and management against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD limited Denial of Participation List (LDP), and the Federal Finance Agency (FHFA) Suspended Counterparty Program (SCP) list.

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## LOAN FRAUD ZERO TOLERANCE

All approved NDCL's ("NDCL") are responsible for any and all actions performed, or attempt of, by their employees, licensees, contractors, agents, vendors and any and all NDCL authorized representatives. The NDCL is responsible for the content and quality of each application taken and each loan submitted to OnY Glo, Inc.

If OnY Glo, Inc. determines that a loan has a suspicious or fraudulent element(s), the NDCL hereby agrees to take full responsibility for the matter and to comply with all terms of the NDCL Agreement.

***THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!***

### Types of Loan Fraud

Loan fraud includes, without limitation:

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by NDCL/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
7. Allowing applicant or interested third party to "assist with the processing of the loan".
8. NDCL's non-disclosure of relevant information.

### Impact of Loan Fraud



The effects of Loan Fraud are costly to all parties involved. OnY Glo, Inc. stands behind the quality of its loan production and stands to suffer reputational and monetary damages when fraudulent loans cannot be sold into the secondary market and, if sold, require repurchase. Further, the risks and consequences of loan fraud extend to the various parties of the transaction.

Consequences of Loan Fraud

The following is a list of some, but not all, of the potential consequences that may be incurred by NDCL and borrowers.

1. Criminal prosecution
2. Loss of licenses
3. Loss of NDCL access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies
4. Loss of governmental or quasi-governmental agency approval
5. Civil action by OnY Glo, Inc.
6. Civil action by applicant/borrower or other parties to the transaction
7. Loss of approval status with OnY Glo, Inc.
8. Loss of compensation owed to NDCL
9. Employment termination or loss of professional credentials
10. Loan default/acceleration of the mortgage loan as per the Deed of Trust covenant on false, misleading, inaccurate information and/or statements
11. Adverse effects of a mortgage foreclosure

**Quality Control**

Correspondent Lender affirms that it maintains a robust quality control plan that is commensurate to the Lender's size, volume, and business model. The quality control plan must include a random audit of at least 10% of the mortgage loans closed by the Correspondent in each month. The random audits must include, but are not limited to, re-verifications of employment, deposits, credit reports, appraisals, and underwriting decisions. If the review shows any discrepancy or defect on any loan sold to OnY Glo, Inc., Correspondent must immediately notify OnY Glo, Inc. of such discrepancies or defects.

**Redlining Policy**

Correspondent Lender affirms that it maintains policies and procedures to ensure equal credit access to all applicants in all areas where the applicant resides or in which the mortgage property is located in provided that the Lender is appropriately licensed in the geographic area of the subject property and offers the loan type applicant is seeking.

**USA Patriot Act**

Correspondent Lender affirms that it maintains policies and procedures in compliance with the USA Patriot Act.

By signing below, you acknowledge that you have read the foregoing and understand OnY Glo Inc.'s position on all subjects. Further, NDCL warrants that authorized signer has the authority to bind the company, all of its employees, licensees, contractors, agents, vendors and any and all NDCL authorized representatives to the above.

NDCL Company Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Principal Name

\_\_\_\_\_  
Authorized Principal Signature

\_\_\_\_\_  
Date