



U.S. Data Processing, LLC Onboarding Guide

Purpose of This Guide

This onboarding guide is designed to ensure a smooth integration with our services. It contains step-by-step instructions for efficiency in working with U.S. Data Processing, LLC.

What to Expect

With seamless file transfers from your LOS, step-by-step guidance, expert assistance, time-saving processes, and reliable results, our streamlined approach ensures efficiency and accuracy every step of the way.

Contact Us

We're here to help every step of the way. If you have any questions, don't hesitate to contact us at:

- **Phone:** Al Tiede - Chief Operating Officer - (656) 239-5905
- **Email:** support@usdataprocessing.com

Thank you for choosing U.S. Data Processing, LLC. We look forward to partnering with you!



Welcome to U.S. Data Processing, LLC!

As a trusted leader in the mortgage industry, we are committed to providing seamless and efficient solutions to help streamline your operations. Our team is here to support you every step of the way as we work together to ensure your success. Let's get started!

Submitting your loan files to U.S. Data Processing, LLC is quick and straightforward.

Before submitting files, please ensure you have completed the U.S. Data Processing, LLC mortgage processing agreement. This ensures that all terms are clear and agreed upon, allowing us to process your files efficiently.

How to Submit Your Mortgage Loan Files by simply choosing one of the two steps below:

- 1. ARIVE Users:** Since you are currently an ARIVE user please navigate to your profile icon > User Settings > My Teams.
Next, you will select Manage > Contract Processors > Invite Processor which will bring up a form for you to then search for the U.S. Data Processing, LLC email address **al.tiede@usdataprocessing.com**, which will auto-populate all of our data and allow you to Send Invite. We will now show up under your My Team which allows you to assign files to us.
- 2. Email Your File:** If for some reason Arive is not operable or if you are using any other current Loan Origination System (LOS), you can export a Fannie Mae 3.2 or MISMO 3.4 file. Email the exported file to **files@usdataprocessing.com**. For the most efficient processing, please include the borrower's name or the loan number if applicable in the email subject line.
- 3. MLO Contact Information:** When emailing your loan file, please provide the following contact details:
 - a. Full Name
 - b. Company Name
 - c. Phone Number
 - d. Email Address
 - e. NMLS Number
 - f. Preferred Method of Contact



MORTGAGE PROCESSING AGREEMENT

This Mortgage Processing Agreement (this "Agreement") is made and entered into as of this ____ day of _____ 20____, by and between **U.S. Data Processing, LLC (USDP)**, a Florida corporation (the "Company"), and _____ (the "Client"), collectively (the "Parties").

RECITALS:

WHEREAS, the Client is in the business of originating loans (the "Client's Business").

WHEREAS, the Company is in the business of assisting mortgage loan applications and processing mortgage loans.

WHEREAS, the Client desires to engage the Company to provide the Services (as subsequently defined) upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Services. The Client may, from time to time, submit loan applications to the Company for loan processing. Upon receipt of the documentation outlined in Section B, the Company shall provide the services set forth in Attachment 1. The Company agrees to assist with such loan applications in compliance with all applicable laws and regulations. The Company will make every reasonable effort to ensure that all loan applications are processed to the extent that the Client's chosen lender's requirements are satisfied.

2. Duties of the Client

(a) **Duties of the Client.** The Client's duties shall be to submit either an FNMA 3.2 or MISMO 3.4 format file to the Company for each loan for which the Company shall provide the Services. The Client shall be responsible for locking in any interest rate and verifying the accuracy of all loan documents before closing any loan transaction, including disclosures regarding the Fees and Costs (as subsequently defined). Pre-qualify the Borrower(s) for the loans; designate which appraiser & title company the Company shall use.

(b) **Disclosures.** The Company assumes no liability for errors or omissions of third parties on loan application or closing documentation. The Client is responsible for 1.) Choosing the lender the application will be submitted to, 2.) Locking the interest rate with the lender, 3.) Discussing and disclosing interest rates and loan terms with the Borrower, 4.) Forwarding all original documentation to the Company as requested.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year; provided, however, that this Agreement shall be automatically renewed for

successive one (1) year periods unless terminated by the Company or The Client under Section F of the Agreement (the "Termination").

4. Costs and Fees. The Client shall pay the Company for the Services, the fees set forth in Attachment 2 (the "USDP Fees"). Additionally, the Client shall pay directly to the Company for payment for all third-party fees and costs incurred by the Company on behalf of the Client, including but not limited to credit report fees, appraisal fees, tax service fees, HOA fees, and lien subordination fees ("Costs"). The Client understands and agrees that all Fees and the balance of any Costs that have not been paid or reimbursed by the Client shall be paid directly to the Company by the closing agent or escrow agent for each loan transaction at the closing of the loan transaction (the "Closing") and the Client shall verify that all such Costs and Fees are entirely and disclosed adequately for each loan transaction. The Client acknowledges and agrees to this stated payment method of the Costs and Fees and agrees to provide any additional documentation required by the Company or a third-party closing agent or escrow agent. The Client further agrees that if payment of third-party processing fees is restricted, the Client will instruct the closing agent or escrow agent to deduct the Costs and Fees from the amounts due to the Client and pay them directly to the Company. If the Costs and Fees are not paid at the closing, the Client shall pay the Costs and Fees to the Company within two (2) business days of the earlier closing or receipt of an invoice from the Company.

5. Confidentiality.

(a) The term "Confidential Information" shall include all information related to or used in either party's business disclosed by one party (the "Discloser") to the other (the "Recipient") including, but not limited to (whether embodied verbally or in memoranda, manuals, schematics, letters or other documents, computer drives, software, source codes, tapes or other information storage devices, or any other media or vehicle) strategies and plans, contracts, financial information, Borrower's personal and financial information, policies and procedures, operational matters and practices and such other confidential or proprietary information. The term "Confidential Information" shall not include information that was publicly available at the time it was disclosed to the Recipient; the Recipient already rightfully possessed before the Disclosure disclosed it to the Recipient; the Recipient rightfully receives without obligation of confidentiality from any third-party; or the Recipient develops independently without using Confidential Information. Before making any disclosure, duplication, or use of Confidential Information not previously approved in writing by the Disclosure, the Recipient will use its commercially reasonable efforts to give the Disclosure at least ten (10) business days prior written notice specifying the circumstances giving rise to it.

(b) The Recipient shall use the same care to prevent Disclosure of the Disclosure's Confidential Information as the Recipient uses concerning its Confidential Information of a similar nature that shall not in any case be less than the care a reasonable businessperson would use under similar circumstances. Without limiting the preceding, the Recipient shall take reasonable action by instruction, Agreement, or otherwise concerning the Recipient's employees or other persons permitted access to Confidential Information to cause them to comply fully with the Recipient's obligations hereunder with respect to the use of protection, and security of the Confidential Information.

(c) The Recipient may only use Confidential Information for the purposes for which it was initially disclosed and only as expressly permitted by the terms and conditions of this Agreement.

(d) Upon written request of the Disclosure, the Recipient shall cease using and promptly return the Discloser all copies of any Confidential Information then in the Recipient's possession or under the Recipient's control or shall certify in writing as to the destruction of all such Confidential Information; provided, however, that the Recipient may retain a copy of such Confidential Information

for their records, provided that any such retained Confidential Information shall remain subject to the terms of this Agreement. Upon written request of the Discloser, the Recipient shall certify in writing that the Recipient has complied with the obligations outlined in this paragraph.

(e) Each party acknowledges that the Disclosure by the Recipient of Confidential Information in a manner not authorized by this Agreement would likely cause irreparable harm that monetary damages could not fully remedy. Each party, therefore, agrees that the other party may specifically enforce this Agreement and seek such injunctive or equitable relief as may be necessary or appropriate to prevent such unauthorized Disclosure without the necessity of proving actual damage because of any such breach or threatened breach of this Agreement.

6. Termination. This Agreement may be terminated by the Company or the Client at any time upon thirty (30) days prior written notice of said termination. Upon termination of this Agreement, the Client shall immediately pay the Company all Costs and Fees for Services provided through the effective date of the termination.

7. Relationship of Parties. The Company, in performing all undertakings associated with its obligations under this Agreement, is, and shall at all times remain, an independent contractor and not the agent, employee, partner, or representative of the Client. The Company shall select and shall have complete control of and responsibility for itself, all agents, employees, and subcontractors, if any, employed or used by the Company and for the conduct of the Company's independent business, and neither the Company nor any of said agents, employees or subcontractors shall be, or shall be deemed to be, the agent, employee or subcontractor of the Client for any purpose whatsoever, and the Company shall have no duty, liability or responsibility, of any kind, to or for the acts or omissions of the Client or such agents, employees or subcontractors, or any of them.

8. Representations.

(a) **The Client.** The Client represents and warrants as follows:

(i) The Client's legal name and identity as an individual or type of organization is outlined in this Agreement's heading. If the Client is an organization, the Client's type of organization and jurisdiction of the organization are outlined in the heading of this Agreement. The Client is duly organized, validly existing, and in good standing under the laws of such jurisdiction of the organization.

(ii) The execution of this Agreement and all documents executed in conjunction herewith and the consummation of the transactions contemplated at this moment and thereby will not constitute a breach of or a default under any contract or instrument to which the Client is a party.

(iii) The Client has all necessary rights and power to enter into this Agreement, which has been duly authorized by all the required actions of every type on behalf of the Client.

(iv) This Agreement and the Client's obligations hereunder are, and forever shall be, the legal, binding, and joint and several obligations of the Client enforceable by their terms.

(v) The Client has full authority to execute this Agreement.

(vi) All information, including but not limited to the information provided by the Client under Section 2 hereof, shall be free of all errors or omissions.

(vii) The Client agrees to timely and properly comply with any applicable statutes, laws, ordinances, and regulations, including regarding any confidential information.

(viii) The Client has all licenses and permits to conduct the Client's Business and shall provide a copy of all licenses required.

(b) **The Company.** The Company represents and warrants as follows:

(i) It is an incorporated company duly organized, validly existing, and in good standing under the laws of the State of Florida.

(ii) The execution of this Agreement is not contrary to its Articles of Organization and Operating, and the execution and delivery of this Agreement and the consummation of the transactions contemplated at this moment or thereby will not constitute a breach of or a default under any contract or instrument to which it is a party.

(iii) The Company has all necessary rights and power to enter into this Agreement, which has been duly authorized by all the required action of every type whatsoever on behalf of the Company.

(iv) It has full authority to execute this Agreement.

(v) This Agreement and Company's obligations hereunder are, and forever shall be, the legal, binding obligations of the Company, enforceable by their terms.

(vi) The Company agrees to timely and properly comply with any applicable laws, statutes, ordinances, and regulations, including regarding any confidential information.

9. Indemnification. The Client shall indemnify, defend and hold the Company, its affiliates and its officers, members, employees, representatives and agents, harmless for, from and against any and all claims, actions, causes of action, proceedings, costs, fines, assessments, penalties, fees, damages and liabilities, including its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in any litigation or proceeding, arising out of or in any way connected to: i) performance by the Client and/or its employees of this Agreement or the underlying loan transaction for which the Company is providing Services; ii) any violation of any statute, ordinance or regulation; iii) errors or omissions in any documentation provided to the Company, including but not limited to closing documents and documents provided by the Client to the Company; iv) breach of any representation or warranty of Buyer; and v) The Client's breach or non-compliance with the terms of this Agreement.

10. Waivers. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged in addition to that. No evidence of any waiver shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder unless such waiver is in writing, duly executed as aforesaid.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and may, unless otherwise specified in this Agreement, be delivered by hand, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three business days after being deposited in the United States mail, postage prepaid, registered or certified mail, and a return receipt requested. Notices delivered by hand or by a nationally recognized private carrier shall be deemed given on the first business day following receipt. All notices shall be addressed as follows:

If to the Client:

If to the Company:

U.S. Data Processing, LLC
Attn: Al Tiede
3375 Juniper Springs Street
Wesley Chapel, FL 33543

With a copy to:

Either party may alter the address to which communications are to be sent by giving notice of the change of address in conformity with the provisions of this paragraph for the giving of notice.

12. Assignment. Neither party shall assign any of its rights under this Agreement without the prior written consent of the other party.

13. Parties Bound and Benefitted. This Agreement shall bind and inure to the benefit of the parties' respective heirs, personal representatives, successors, and assigns.

14. Entire Understanding; Modification. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written, regarding the subject matter thereof. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement can only be modified, amended, or supplemented by the signed written consent of both parties.

15. Choice of Law and Venue; Dispute Resolution. The parties intend this Agreement to be subject to, governed by, construed, and enforced by the laws of the State of Florida, without reference to choice of law rules. Any legal proceedings to enforce its provisions shall be brought only in a court of competent jurisdiction in the State of Florida. The parties agree to waive any right to a trial by jury in any such dispute and that the matter will be tried solely at the court. The parties understand that they are giving up valuable legal rights under this provision, including the right to trial by jury, and that they voluntarily and knowingly waive those rights. In addition to all rights and remedies available at law, if the Client breaches its obligations under this Agreement, including payment of Costs and Fees, the Company may file a complaint with the Office of Financial Regulation (OFR).

16. Attorneys' Fees. Should either party commence any legal action, proceeding, or arbitration against the other based on this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred because of such proceeding.

17. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

18. Captions. The captions appearing at the beginning of the various paragraphs of this Agreement are for convenience of reference only. They shall not be given any effect whatsoever in the construction or interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the Company and Client have executed this Agreement as of the day and year first written above.

THE COMPANY:
U.S. Data Processing, LLC

By: _____

Name: _____

Title: _____

THE CLIENT:
[Name of The Client]

By: _____

Name: _____

Title: _____



Attachment 1

USDP Scout – \$495 to perform the below services on behalf of the MLO.

Services Provided by USDP:

USDP can begin services once the **application is complete, and all supporting documentation has been received and placed into the Borrower's file.** These specific services are as follows:

1. USDP will analyze 1003 after it is completed and alert the MLO of any deficiencies.
2. USDP LOA collaborates with the client to collect any remaining paperwork and establishes strong relationships with the client and all parties involved.
3. USDP LOA prepares a full package to be sent to your processor for submission.
4. USDP LOA will connect with the client once conditional approval is obtained, finalize the required documentation, and provide ongoing follow-up
5. USDP LOA will monitor the status of the loan and provide updates to the MLO.
6. USDP LOA returns to MLO or processor all documents that were collected.

Required Documents and Tasks List from MLO:

1. MLO takes initial application with the Borrower and submits an ARIVE file to USDP by the following: Opens Borrower loan file in ARIVE > Loan Center > Manage Contract Processor (CP) > Search for al.tiede@usdataprocessing.com > Once the file is assigned to Al Tiede he will assign to one of our delegated processors at USDP for processing.
2. MLO takes initial application with the Borrower. If ARIVE is not operable or if MLO uses another current LOS platform the MLO will need to export a Fannie Mae 3.2 or MISMO 3.4 file and email it to files@usdataprocessing.com. For efficient processing, include relevant details such as the borrower's name or loan number in the email subject line.
3. MLO will coordinate with the USDP and confirm a completed loan application is received.
4. MLO will calculate the Borrower's Income.
5. MLO addresses any deficiencies in the FNMA form 1003 or URLA.
6. MLO obtains a fully executed, legible sales contract, including all addendums.
7. MLO will float/lock the rate. USDP will not lock the loan to avoid any timing issues and the risk of re-pricing.
8. MLO will approve the Closing Disclosure to be sent to the Borrower.

*** USDP will NOT take applications from Borrowers or discuss mortgage loan rates or terms. After the MLO takes the initial application, assistance in completing the application for an MLO will be provided. USDP does not handle Post Closing items.



Attachment 2

USDP Veteran – \$995 to perform the below services on behalf of the MLO.

Services Provided by USDP:

USDP can begin services once the **application is complete, and all supporting documentation has been received and placed into the Borrower's file.** These specific services are as follows:

1. USDP will analyze 1003 after it is completed and alert the MLO of any deficiencies.
2. USDP will provide a pre-approval letter within 2 hours of receiving a completed 1003 application and supporting documents. ***** During normal Monday – Friday working hours, 9-5 PM EST.**
3. USDP completes the fee worksheet within the LOS.
4. USDP qualifies Borrowers by running them through MLO specified Lender automated underwriting.
5. USDP registers and or submits to the Lender and initiates disclosures.
6. USDP prepares loan status updates for all parties.
7. USDP monitors closing and rate lock expiration dates.
8. USDP obtains the Borrower's credit report (hard or soft pull) for qualification review (paid by the Borrower or MLO).
9. USDP reviews the credit report, addresses all deficiencies, and informs the MLO of these items.
10. USDP requests and scrutinizes all necessary supporting documentation required for loan approval. The USDP will follow up with the Borrower(s) if any additional information or documentation is needed based on the review of items received.
11. USDP completes the Manual Underwrite Checklist if the file is referred through the AUS.
12. USDP orders Title, Appraisal, Pest Inspections, Insurance, Surveys, VOE, VOD, Rent, Deposit, Mortgage, etc.
13. USDP updates the MLO when the file reaches milestones during the loan process.
14. USDP will give regular updates to MLO on all loans in the pipeline.
15. USDP obtains and clears all loan conditions to meet lender loan criteria for final approval.
16. USDP to ensure that all aspects of the mortgage process comply with U.S. Data Processing, Inc.'s quality control audit and milestones.
17. USDP to ensure all aspects of the mortgage process comply with the lender's quality control guidelines/ overlays that were used for the mortgage loan.
18. USDP to ensure all aspects of the mortgage process comply with all State and Federal guidelines.

Required Documents and Tasks List from MLO:

1. MLO takes initial application with the Borrower and submits an ARIVE file to USDP by the following: Opens Borrower loan file in ARIVE > Loan Center > Manage Contract Processor (CP) > Search for al.tiede@usdataprocessing.com > Once the file is assigned to Al Tiede he will assign to one of our delegated processors at USDP for processing.
2. MLO takes initial application with the Borrower. If ARIVE is not operable or if MLO uses another current LOS platform the MLO will need to export a Fannie Mae 3.2 or MISMO 3.4 file and email it to files@usdataprocessing.com. For efficient processing, include relevant details such as the borrower's name or loan number in the email subject line.
3. MLO will coordinate with the USDP and confirm a completed loan application is received.
4. MLO will calculate Borrower's Income.
5. MLO addresses any deficiencies in the FNMA form 1003 or URLA.
6. MLO obtains a fully executed, legible sales contract, including all addendums.
7. MLO will approve the fee worksheet constructed from USDP.
8. MLO will float/lock the rate. USDP will not lock the loan to avoid any timing issues and the risk of re-pricing.
9. MLO will approve the Closing Disclosure to be sent to the Borrower.

*** USDP manages the file from completed application to closing/funding.

*** USDP will NOT take applications from Borrowers or discuss mortgage loan rates or terms. After the MLO takes the initial application, assistance in completing the application for an MLO will be provided. USDP does not handle Post Closing items.



Attachment 3

USDP Fees

An up-front fee of \$500 will be charged for each file if the MLO's pull-through (closing conversion) rate falls below 70%. Once the loan closes, this fee will be credited toward the total USDP fee. The fee is due and payable before USDP can perform its duties on a new file. The pull-through rating will be evaluated monthly. For new clients, the initial conversion rate will start at 100% for the first five loans. The diligence fee will continue to be collected on each file until the Client's pull-through rate is restored to 70% or higher.

If the loan file is canceled, denied, or otherwise does not consummate, no refund or credit of the USDP fee will be provided.

The Client shall comply with all applicable regulations, including the Truth in Lending Act and TRID, in collecting this fee from the consumer. If USDP does not disclose the fee, the Client assumes all liability for the proper disclosure and collection of any USDP fee.