Agreement to Return Files

______________________________(print name), Loan Officer employee of Senior Freedom Inc. (SFI) located at 2505 Wanakah Ridge Dr, Cedar Park, Texas 78613 understands and hereby agrees to the following to insure compliance with mortgage guidelines:

1. Loan Officer is to deliver all loan application files including paper copies and computer files, to SFI within 7 business days of termination of loan officer's position.

2. All SFI loan officers must deliver all closed, denied or withdrawn loan application files within 3 business days of close/decision. Non-compliance with this policy could result in SFI retaining commission proceeds, fines or legal action against loan officer. Files may be delivered electronically so long as they are delivered in their entirety. Loan files that have been delivered to a processor for processing are deemed delivered.

3. Loan Officer is responsible for all fees and expenses regarding delivery or shipment of files.

4. Unless modified agreement is signed by both the loan officer and SFI management it will be considered invalid.

5. Agreement shall be binding between SFI and Loan Officer, and immediate action may be taken, upon any breech of this contract.

____ ______________
Loan Officer Signature Date

____
Printed Name

Senior Freedom Inc.

ANTI-MONEY LAUNDERING PROGRAM
CERTIFICATION

Employee Name: ____ (the "Employee")

The above-named Employee has reviewed and intends to fully implement the requirements of Department of the Treasury, Financial Crimes Enforcement Network ("FinCEN"), 31 CFR Parts 1010 and 1029, "Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for Residential Mortgage Lenders and Originators" ("RMLOs").

I hereby acknowledge that Senior Freedom Inc. (the "Company" or "SFI") requires representations and further warrants that the Employee is in full compliance with FinCEN's Anti-Money Laundering regulations and Suspicious Activity Report ("SAR") filing requirements, and that the Branch/Employee is subject to audit at any time by SFI. The penalties for non-compliance can be substantial and include both criminal and civil penalties.

I further acknowledge that failure to comply with SFI FinCEN requirements and the reporting requirements within SFI's training materials and Anti-Money Laundering Program shall result in loss of the Employee's good standing with SFI and shall result in termination of the Employee's affiliation and employment with SFI.

I hereby attest that I have received, reviewed and agreed to comply with the following:

- SFI's written Anti-Money Laundering Program ("AML Program")
- The AML Program provisions that include, but are not limited to:
  - Internal Controls
  - Ongoing Training
  - Responsibility to report suspicious activity to the BSA Officer of SFI
  - Prohibition of the BSA Officer to perform independent testing of AML controls
  - Testing and Auditing
  - Suspicious Activity Reporting controls that include identifying suspicious activity and reporting SARs to FinCEN in a way prescribed by FinCEN and in accordance with the timely filing requirements mandated by the FinCEN regulations

NOTE: The foregoing outline is a brief summary of the regulatory compliance requirements of an AML Program and is not legal advice.

____ ______________________

Signature of Employee: Date

Name of Employee: ___________________________________ _________________________

(Exactly as it appears in NMLS) NMLS Number

CODE OF ETHICS

WHEREAS, the employees of Senior Freedom Inc. are mindful and that the soundness, usefulness, prosperity and future of the mortgage banking/brokering business depends upon the honor, integrity and fidelity of all personnel engaged in this business.

THEREFORE, BE IT RESOLVED, that each employee of the company pledges to honor, observe and maintain the following standards of conduct in dealing with the public and with other employees.

1. Employees shall conduct their business in a professional manner, ensuring that they and/or their personnel are knowledgeable in the areas of mortgage lending in which they participate and are acting in compliance with sound industry practices.

2. Employees shall act in conformity with applicable laws and regulations and shall cooperate in every appropriate way with all governmental bodies in the interest of establishing and maintaining an efficient and fair framework for mortgage credit.

3. Employees shall act in a manner that recognizes that integrity and confidence are essential in the mortgage lending business.

4. Employees shall accord oral agreements in the same sanctity given to written agreements.

5. Employees shall not breach or avoid an agreement or commitment.

6. Employees shall conduct their business and employee relationships without regard to race, creed, color, sex, marital or familial status, religion, national origin, ancestry, age or handicap of the persons with whom they deal.

7. Employees shall preserve the integrity of all parts of a loan submission and appraisal report and make full disclosure of all pertinent facts including and interest they may have in the loan project or property.

8. Employees shall not quote to a prospective borrower, interest rates or other loan terms that are not likely of realization

9. Employees shall make all reasonable efforts to process loan applications and advise applicants of approval or disapproval promptly and to close and disburse in a timely manner.

10. Employees shall cooperate in furnishing information relative to any investigation of possible violation of the Texas Reverse Mortgage, Inc. Ethics and Standards of Practice.

11. Employees shall assist the company in obtaining post closing document (if requested) cooperating and correcting errors or closed loans, regardless of employment with company.

12. Employees shall not accept cash or any fee check made out to themselves and shall immediately forward all monies/check directly tot the home office.

On behalf of Senior Freedom Inc., I hereby certify that I have, and will conduct my/our business according to the above standards.

_______________________________________ ____________________

Employee Signature Date

____

Employee Name – Printed

Senior Freedom Inc.

2505 Wanakah Ridge Dr • Cedar Park, TX • 78613 • 512.748.4669 • poneil@ev1.net

Commission Split / Override Agreement

The following loan officers agree to the following commission split / override structure:

Position	Name	Percentage
Loan Officer		
Recruiting Loan Officer #1		
Recruiting Loan Officer #2		
Manager		

This Commission Split / Override Arrangement shall apply:

☐ In all Loan transactions originated by any of the parties to the arrangement.
☐ In all Loan transactions involving loan officer # __________ .
☐ In all Loan transactions involving the efforts of the following:

- ☐ Loan Officer
- ☐ Recruiting LO / Loan Officer #1
- ☐ Recruiting LO / Loan Officer #2
- ☐ Manager

In only the single loan transaction involving the following applicants:

____

Other Remarks:

____

____

Agreed:

Loan Officer: ____ Date: ____________________

Recruiting LO #1: ____ Date: ____________________

Recruiting LO #2: ____ Date: ____________________

Manager: ____ Date: ____________________

A Manager or Corporate Officer must sign all commission split / override agreements.

Loan Originator Compensation Addendum

This Loan Originator Compensation Addendum (hereinafter referred to as the "**Compensation Addendum**") is entered into pursuant to that Employment Agreement entered into between Senior Freedom Inc., a Texas Corporation, (hereinafter "**SFI**") and the below-signed loan originator employed by SFI (hereinafter "**Originator**") and shall replace and supersede any Compensation Addendum previously entered into between SFI and Originator.

This Compensation Addendum shall apply to all loan applications originated by the Originator and received by SFI after ____________________, 20___. The Employment Agreement entered into between Originator and SFI shall remain in full force and effect. To the extent that this Compensation Addendum and any prior agreements are inconsistent, the terms and conditions of this Compensation Addendum shall apply.

Commissions

Open-End Mortgages

Loan Officer / Recruiting Loan Officer program: Originator shall be paid a commission equal to a percentage (the "Commission Percentage") multiplied by the Net Loan Proceeds* earned by SFI on each closed and funded open-end loan originated by Originator (a "Funded Loan"). For example, if Originator's Commission percentage is 60%, and the Net Loan Proceeds earned from a funded loan is $10,000, the Originator's commission would be $6,000, less a payroll fee not to exceed the actual FICA and unemployment taxes of the commission earned by the Originator.

Closed-End Reverse Mortgages

Originator shall be paid a commission equal to a percentage (the "Commission Rate") multiplied by the principle amount of each closed and funded closed-end loan originated by Originator (a "Funded Loan"). For example, if the originator's Commission Rate is 150 basis points (0.0150) and the principal amount of a Funded Loan is $250,000, Originator's Commission for that Funded Closed-End Loan would be $3,750.00 (0.0150 times $250,000).

Closed-End Forward Mortgages

Originator shall be paid a commission that is calculated under the same formula as with a closed-end reverse mortgage, however, the commission rate for forward mortgages will be different than for reverse mortgages.

Commissions shall be calculated and paid on a schedule to be determined and modified by SFI in its sole and absolute discretion. Currently, SFI pays commissions either within 48 hours (Excluding Saturdays, Sundays, and Holidays) of receipt of a completed Loan Transaction Report.

All rates and amounts regarding originator's compensation must be agreed upon in advance and in writing by SFI.

Originator's **Commission Percentage** on Open-End Mortgages shall be ________ % of Net Loan Proceeds from closed and funded loans.

Originator's **Commission Rate** on Closed-End Reverse Mortgages shall be **________** basis points multiplied by the principle amount of closed and funded loans.

Originator's **Commission Rate** on Closed-End Reverse Mortgages shall be ________ basis points multiplied by the principle amount of closed and funded loans.

<u>*Net Loan Proceeds</u>: The Net Loan Proceeds is equal to the total amount of proceeds received by SFI, less loan transaction fee and loan processing fee.

Recruiting and Management Overrides

Recruiting Overrides are only available to Originators on Open-End Mortgages. Management overrides are available on all mortgages. Originator shall be paid an override equal to a percentage (the "Override Percentage") multiplied by the Net Loan Proceeds earned by SFI on each closed and funded open-end loan originated by a loan officer recruited by the originator (a "Funded Loan"). For example, if Originator's recruiting override percentage is 10%, and the net proceeds earned from a funded loan is $10,000, the Originator's recruiting override would be $1,000, less a payroll fee not to exceed actual FICA and unemployment taxes of the override amount earned by the Originator.

Designated managers shall be paid management overrides equal to a percentage (the "management override percentage") multiplied by the commission paid to a Loan Officer managed by the manager. For example, if the management override percentage is 10%, and the commission earned by one of his loan Officers from a funded loan is $6,000, the management override would be $600, less a payroll fee not to exceed actual FICA and unemployment taxes of the override earned by the Manager.

Recruiting and Management overrides are determined for each Loan officer recruited or managed by the Originator and are entered on an Override Addendum that is created for each recruited or managed loan Officer. Executed Override Addendums become a part of this and any subsequent Compensation Addendums executed by the Originator.

General Provisions

Commissions and / or overrides are **not earned** unless and until a closed loan is funded and SFI has received the proceeds of that closed loan. SFI may advance Commissions or necessary expenses at its discretion. Originator shall repay to SFI, on demand, all advanced Commissions that do not become earned, or any advanced expenses that have not been reconciled. The terms and conditions of this Compensation Addendum, and the commission rates and / or percentage, may be modified at any time by SFI in its sole discretion. All modifications must be in writing. Originator is an at-will employee. Employment may be terminated at any time with or without cause by SFI.

Changes to Compensation dictated by changes to federal compensation guidelines. The compensation agreement as written conforms to current compensation guidelines. If there are future changes to the federal compensation guidelines that make portions of this agreement null, then the other portions shall remain in full force and effect, and those portions affected by any changes to federal guidelines shall be automatically modified to conform and originator shall be notified of those changes on any affected loans. A new compensation agreement shall be created that conforms to federal guidelines and shall supersede this agreement for all subsequent loans.

Acknowledgement of Compensation Policy

Originator acknowledges that he/she has read and understands SFI's **"Compensation Policy for Loan Originators"** and agrees to be bound by the terms and conditions thereof, including any and all revisions, modifications, additions or amendments thereto.

Agreed to this ___________ day of _____________________, 20_____.

____ _______________

Originator signature Date

____

(Originator name **exactly as in NMLS**)

____

NMLS number

Senior Freedom Inc.

By:____ _______________

Manager or officer signature Date

____

(name)

Senior Freedom Inc.

2505 Wanakah Ridge Dr - Cedar Park, TX 78613 - 512.748.4669 - fax: 512-266-2652 - poneil@ev1.net

Direct Deposit Agreement Form

Authorization

I hereby authorize **Senior Freedom Inc.** to initiate automatic deposits to my account at the financial institution named below. I also authorize **Senior Freedom Inc.** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **Senior Freedom Inc.** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Senior Freedom Inc.** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

Account Information

Name of Financial Institution:____

Routing Number:____ Checking Savings

Account Number:____ ☐ ☐

Signature

____ ____________________

Authorized Account Signature Date

____

Printed Name (as it appears on Account)

Please Attach a voided Check Here.

Senior Freedom Inc.

Employee Handbook Acknowledgement

Acknowledgment of Receipt and Understanding

By signing below, I acknowledge that I have received a copy of the Employee Handbook for my reference as to procedures, work rules and benefits. This Handbook and is intended as a guide, not a contract, and are not a guarantee of any rights, privileges or conditions of employment. Contents of the Handbook and State Supplement are subject to change at any time by Senior Freedom Inc. (the "Employer"). No one has the authority to make any oral promises to or contracts with an applicant or Employee on behalf of the Employer.

I understand and agree that, unless I have a separate, written individual contract with my Employer stating otherwise, I am employed with my Employer "AT WILL". This means that either my Employer or I may end the relationship at any time for any reason. Neither this Handbook nor the State Supplement should be construed as an employment contract.

I certify that I have retained a copy of this acknowledgement for my records.

____ ____________________
Signature Date

____
Print Name

____
Social Security Number

EMPLOYMENT AGREEMENT
LOAN ORIGINATOR

This employment agreement ("Agreement") is entered into as of __________________, 20___, between Senior Freedom Inc. ("SFI") and

____ ("Originator").

1) Employment

SFI hereby employs Originator as a loan originator, subject to the terms and conditions of this Agreement. Originator's authority is to originate retail loans in accordance with prudent lending practices, SFI policies and procedures as promulgated, amended and modified from time to time, and the terms of this Agreement.

Originator shall have no authority, actual or implied, to make commitments, approve credit, or otherwise bind SFI in any matter, either orally or in writing. Originator is an outside exempt salesperson. To be considered a full-time employee, Originator must have been employed for at least 90 days AND must also maintain an average monthly gross compensation of at least $10,000.00. Eligibility for benefits, if offered, will begin on the first day of the month following qualification as a full-time employee. To remain eligible for any benefits offered, Originator must at all times maintain an average monthly gross compensation of at least $10,000.00 during the preceding ninety (90) day period. Originator shall report to Originator's designated Manager.

2) Duties

Originator's primary duty is to work outside of SFI offices soliciting and securing customers for SFI's Lender partners. Originator agrees to adhere and comply with any and all Federal, state, agency and corporate laws, regulations, policies and procedures. Originator further agrees to faithfully perform the duties assigned to Originator to the best of Originator's ability. During the term of Originator's employment with SFI, Originator will not engage in any other mortgage related activities.

Incidental to Originator's primary duty of outside sales, Originator is also responsible for the following:

a) The accurate pre-qualification of prospective borrowers for SFI lender partner loan programs.

b) The submission of complete loan packages and required documentation, and the collection of all fees.

c) The coordination of communications between SFI and the loan applicant to ensure the receipt of all information and documentation required to complete the loan process.

d) Ensuring that the proper fees are collected and charged prior to the funding of loans.

e) Attendance at all meetings (conference calls or internet).

f) Such other duties as may be assigned by SFI from time to time.

3) Performance

At all times during Originator's employment with SFI, Originator must maintain a current loan originator license as applicable under local, state and Federal laws, including without limitation all continuing education requirements. Sanctions issued against Originator by any regulatory agency shall be grounds for termination of Originator's employment with SFI in SFI's sole and absolute discretion.

Originator will strictly adhere to all Agency and SFI loan origination, processing and underwriting policies and procedures. Deviations from these policies and procedures, including a violation of SFI's "*Zero Loan Fraud Tolerance Policy",* may result in termination of employment and possible forfeiture of any commissions on loans funding after the employment termination date.

Early payment defaults or early payoffs may result in disciplinary action and/or employment termination in SFI's sole and absolute discretion.

4) Anti-Predatory Lending Policies

Originator will strictly observe all Federal, state and local predatory lending laws, SFI's anti-predatory lending policies, and all other lending laws as such may be promulgated, amended or modified from time to time. Pricing of loans may not deviate from SFI's published Rate Sheet or rate sheets provided by investors to SFI without the prior written approval of SFI management.

5) Compensation

Originator's compensation shall be determined in accordance with the terms and conditions of a Retail Loan Originator Compensation Addendum (the "Compensation Addendum") entered into between SFI and Originator, and a Commission Split/Override Agreement. It is anticipated that the Compensation Addendum and/or Commission Split/Override Agreement could be superseded by revision from time to time as determined by SFI in its sole and absolute discretion. Payroll taxes shall be withheld from Originator's commission/Override checks in accordance with Federal, state, and local laws, rules, and regulations. Commissions/Overrides are paid within 48 hours (2 business days) of receipt of a completed Loan Transaction Report following closing and funding of a loan.

6) Terms and Termination

Originator's employment with SFI is at will. Employment will continue only as long as it is mutually agreeable to both SFI and Originator. Either party may terminate the employment relationship at any time with or without cause. Employment will continue until terminated by either SFI or Originator.

In the event employment is terminated, Originator shall receive Originator's compensation on all loans in Originator's pipeline originated prior to the employment termination date in relation to which Originator performs all of the necessary functions to achieve closure of the loan. In the event Originator's employment is terminated due to fraud, deceit, intentional misrepresentation, or dishonesty, Originator shall not be entitled to any commissions or compensation whatsoever on any loans in Originator's pipeline.

7) Confidentiality

Originator acknowledges that by reason of Originator's relationship with SFI, Originator will have access to information and materials concerning SFI's customers, technology, and products that are confidential and of substantial value to SFI, and that SFI would be seriously impaired if disclosed to third parties. Originator agrees to not disclose SFI's and/or SFI's customers' confidential, proprietary, or personal information or materials, and agrees to abide by SFI's Privacy Policy and any other policies protecting SFI's and/or its customers' rights to financial privacy and their non-public information. Originator's duties and obligations shall survive any termination of Originator's employment.

8) Governing Law, Venue, and Legal Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action brought to enforce or interpret this agreement shall be brought in Travis County, Texas, and Originator consents to jurisdiction in Travis County, Texas. The prevailing party in any legal action arising out of this Agreement shall be entitled to, in addition to any other rights and remedies it may have, reimbursement of its expenses, court costs, and reasonable attorney fees.

9) Entire Agreement

This Agreement and the Compensation Addendum set forth the entire agreement and understanding of SFI and Originator relating to the subject matter herein and shall supersede any prior discussions or agreements between them. No modification of or amendment to this Agreement shall be effective unless in writing signed by both SFI and Originator.

10) Severability

In the event that any term or provision of this Agreement shall be determined to be invalid, illegal, or otherwise unenforceable pursuant to applicable law by a governmental authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality, or enforceability, of the remaining terms and provisions of this Agreement.

IN WITNESS WHEROF, the parties hereto have executed this Agreement as of the date first above written.

Senior Freedom Inc.

By: ____ ____________________
Date

____
(print name legibly)

____ ____________________
Originator signature Date

____
(print name legibly and **exactly as in NMLS registration**)

Senior Freedom Inc.

NMLS: 1203862   2505 Wanakah Ridge Dr - Cedar Park, TX 78613
512.748.4669 - poneil@ev1.net

Name - (Last, First Middle)		Date of Birth	Social Security No
Current Address	City	Zip	Phone
Mailing Address (if different)	City	Zip	Alternate phone
Email		NMLS Number	Position Desired

Date Available	Years of Reverse Mortgage Experience	Total Mortgage Experience	List Mortgage Software used

Professional References (3)	Phone or email
	Phone or email
	Phone or email
High School	Graduate? Year
College	Graduate? Year
College	Graduate? Year
Current Employer	Reason wanting to leave?
Previous Employer and dates	Reason for leaving

Is there any pending litigation against you? Explain

Alternative Contact Person	Phone
Automobile information (make, model, license number)	Can you provide copy of ins?

Additional information that should be considered in my application

I hereby request employment with Senior Freedom Inc. and I certify that the information I have provided is true and correct. The information associated with my NMLS number on the NMLS website is correct and up to date. I hereby consent to allow Senior Freedom Inc. to pull my credit.

There are currently no outstanding wants or warrants on me, and I am currently not under indictment or investigation for any criminal acts.

______________________________ Applicant

__________________ Date

Employment Status Certification

To qualify for Outside Sales "Exempt" Status:

1. The Loan Originator must spend a significant amount of time away from the office (over 50%), inclusive of their home office, performing their principal duty of selling the loan products we offer.

2. The Loan Originator meets prospective clients at locations other the office, such as in the applicant's home or other locations away from the office.

3. The LO makes "in person" calls on real estate agents, financial advisors, or other potential lead sources to develop borrower leads.

4. The LO sets their own working hours and schedule of tasks during the workday

5. The LO **regularly** performs, on a weekly basis, the sales activities as described in #2, #3, #4 above and it does not include only isolated or one time tasks.

6. The LO does not call on leads provided by the company, manager, or any third party affiliated with the company, with the exception of leads provided by a lead marketing company approved by the company.

I have read and understand the above and I certify as of this date that:

☐ I do obtain the majority of my business from **"outside"** the office and I do qualify as an Outside Exempt Salesperson.

I certify, of my own free will without any influence from any employee or management personnel the above Status Certification. If my status changes I will notify the Management at corporate via phone (Pat O'Neil: 512-748-4669 or Lawrence Berggoetz: 682-558-0325), or email (poneil@ev1.net) within one week and understand that any back pay will only be calculated for the seven day period prior to your authorization by Management.

____________________________________ ____________________
Employee Signature Date

____
Printed Name

____
Social Security Number

Expense Policy

The purpose of this policy is to document the allowable business expenses eligible for reimbursement under the Senior Freedom, Inc. Accountable Expense Plan Expenses are paid to employees out of commissions "Pre-Tax" and remove any year end accounting tasks for the employee. To qualify for consideration, a deduction must be an ordinary and necessary expense that was paid or incurred during the taxable year in carrying on a trade or business.

Senior Freedom, Inc. Accountable Expense Plan (the "Plan")
INTERNAL REVENUE CODE SECTION 162(A)

Business Connection

This arrangement provides reimbursement of an employee's business expenses paid or incurred in the performance of services as an employee.

Substantiation

The employee must submit information to the company sufficient to satisfy the "adequate accounting rules." Information must be submitted that is sufficient to enable the payer to identify the specific nature of each expense and to conclude that the expense is an employee business expense. Each of the elements of an expenditure or use must be substantiated. Generally, a taxpayer must be able to substantiate claimed expenses by adequate records or sufficient evidence corroborating the taxpayer's own written statements as to 1) amount, 2) time and place, and 3) business purpose.

Ordinary and Necessary Expenses

An expense incurred in the operation of a trade or business must be an ordinary and necessary expense of the trade, or business to be deductible.

Ordinary. The term "ordinary" is a variable affected by time, place, and circumstances. In this context, "ordinary" does not mean that the payments must be habitual or normal in the sense that the same taxpayer will make them often. An expense that is incurred only once by a taxpayer can be "ordinary" if it is considered normal for a taxpayer in a similar trade or business to incur such an expense.

Necessary expenses. "Necessary" distinguishes a business expense from a personal expense incurred by a taxpayer. In order to qualify as a "necessary expense", the expense need not be vital to the business' continuation and need only be appropriate or helpful to the business.

Some Examples of Allowable Expenses

Shown below are the qualified expense categories to appear on your Expense Reimbursement Form.

Description

- Direct loan-related expenses.
- Office supplies.
- Postage and shipping.
- Professional Dues and subscriptions.
- Internet service.
- Business telephone charges.

- Business cell phone charges.
- Technology maintenance.
- Office rent. (All leases must be pre-approved through the Corporate office. Please contact the Company for approval.)
- Printing

- Advertising, flyers, web sites, and business cards. (All forms of advertisement must be pre-approved prior to putting any advertisement out to consumers. Any form of advertisement that is turned in for reimbursement without pre-approval will not be allowed.
- Approved Lead purchase expense

NOTE: No employee of Senior Freedom, Inc. has the right to sign or enter into any contractual agreement using the Company name or any DBA of Senior Freedom, Inc.

Some Examples of Non-Allowable Expenses

The following are some examples of expenses disallowed for reimbursement by Senior Freedom, Inc. This list is not exhaustive.

Description

- Auto expenses, including Mileage and fuel costs.
- Airfare.
- Meals and entertainment.
- Gifts.
- Furniture, equipment, or other assets.
- Security deposits for an office lease.
- Computers or cell phones (with the exception of repairs).
- Political contributions or charitable donations.
- Any advertisement that has not been pre-approved prior to putting the advertisement out to consumers.
- Marketing or consulting agreements.
- Agreements with related parties.

NOTE: You may be eligible to deduct some of these “non-reimbursed employee expenses” on your tax return with **IRS Form 2106**. Please consult your CPA and confirm the type of documentation required by the IRS to qualify for such deductions.

To Receive Expense Reimbursement

All expenses must be paid directly off of a Loan Transaction Report. Please have the necessary expense reporting form, copy of each expense or invoice, and proof of payment attached. If you are not sure how to classify a certain expense, contact the Company for assistance. If we are unable to process any part of the expense, so as not to hold up your commission, we will increase your wages by the amount for which we are unable to reimburse you.

Procedure

- We need a completed Expense Reimbursement Form.
- We need a copy of the invoice.
- A receipt must include only allowable items. If personal expenses appear, the entire receipt will be denied. (In other words, don’t go to Office Max and buy school supplies and office supplies on the same receipt)
- We need proof of how you paid the bill. (if it was a credit card it will show on receipt, otherwise, front and back of cancelled check, bank statement, receipt that shows paid by cash, etc.)
- Reimbursements will be allowed up to 60 days from the date of the expense payment.

Senior Freedom Inc. retains the right to review all business expenses submitted and approve or deny such expense at its discretion. If you have any question regarding the approval of deductibility please contact the Company.

Senior Freedom, Inc. reserves the right to change or modify this policy at any time without prior notice. Any modifications to this policy will be sent to each employee when it takes effect.

FRAUD POLICY

Senior Freedom Inc. (SFI) has a zero tolerance policy on loan fraud!

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

Examples of Loan Fraud

- Submission of inaccurate information, including false statements on loan application(s) and/or falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
- Forgery of partially or predominately accurate information.
- Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
- Lack of due diligence by 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.
- Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected inaccurate
- Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant.
- Allowing an applicant or interested third party to assist with the processing of the loan.
- Branch's non-disclosure of relevant information.
- Manager/Employee opening any bank or credit accounts in the name of Senior Freedom Inc.
- Manager/Employee cashing any check made payable to Senior Freedom Inc., or any third party vendor.
- Manager/Employee accepting direct payment from a borrower for any reason.

Consequences to the individual committing fraud (Borrower or Loan Officer)

- Criminal Prosecution
- Financial responsibility (either initially or in the form of repayment/indemnity to the plaintiff(s) who were affected by the loan fraud)
- Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, Department of Savings and Mortgage Lending, and the Department of Real Estate.
- Civil action by Senior Freedom Inc.
- Civil action by applicant/borrower or other parties to the transaction

- Employment Termination.
- Loss of professional license

Consequences to Borrower

- Acceleration of debt. Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidence by the Note, including, but not limited to, representations concerning borrower's occupancy of the property as a principle residence. Note: Foreclosure as a result of loan fraud means the borrower will not have the benefit of reinstatement in order to cure the default; the borrower must pay off the loan in full prior to the sale date of the property.

In addition, the borrower may be subject to the following consequences:

- Criminal prosecution.
- Civil action by Senior Freedom Inc.
- Civil action by other parties to transaction, such as seller or real estate agent/broker.
- Adverse effect on credit history.

I have read the foregoing and understand SFI's position on Loan Fraud and hereby agree to conduct myself according to the policy set forth.

____ _______________
Signature of loan Originator Date

____
Printed Name

Senior Freedom Inc.
2505 Wanakah Ridge Dr.
Cedar Park, Texas 78613
512-748-4669

KICKBACK CERTIFICATION

(All Employees and Contractors)

As an Employee/Contractor of Senior Freedom Inc. (SFI), I hereby make the following acknowledgments:

I understand that my signature attests to and certifies a full realization on my part that SFI is supervised by government agencies. I further understand that any of my acts will be constructed as acts of this Corporation and will not only jeopardize my position, but as well my fellow employees.

According to RESPA's Affinity Relationships definition of kickbacks: "no person shall give and no person shall accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person."

A thing of value as defined by RESPA includes….

> *Without limitation, monies, things, discounts, salaries, commissions, fees, duplicate payments of a charge, stock, dividends, distributions of partnership profits, franchise royalties, credits representing monies that may be paid at a future date, the opportunity to participate in a money-making program, retained or increased earnings, increased equity in a parent or subsidiary entity, special bank deposits or accounts, special or unusual banking terms, services of all types at special or free rates, sales or rentals at special prices or rates, lease or rental payments based in whole or in part on the amount of business referred, trips and payment of another person's expenses, or reduction in credit against an existing obligation. The term "payment" is used throughout Secs. 3500.14 and 3500.15 as synonymous with the giving or receiving any "thing of value" and does not require transfer of money.*

1. Under no circumstances will I pay or permit to be paid any fee (including a fee representing all or part of an origination fee), kick-back, or other consideration, directly or indirectly, in connection with an insured mortgage loan, to a broker, packaging personnel, or any other party, if such person or entity has received or is to receive, any other payment or consideration for services related to the transaction. Additionally, I understand that no compensation may be paid as a "finder's fee" or for referral of the loan (see exception for lead purchases from a company in the business of providing leads to mortgage professionals).
2. In addition, I understand that SFI and I, as an employee, are not permitted to pay any fee, advanced funds, kick-back or other consideration to a real estate broker, real estate agent, builder, consultant, mortgage broker, packaging personnel or any other party associated with a real estate transaction.
3. I further understand that SFI and I are not permitted to pay any fee, kick-back or other consideration to a consultant that provides assistance to a loan transaction..
4. I further understand that SFI and I are not permitted to advance funds to a real estate broker, real estate agent, mortgage broker or packaging personnel in connection with appraisals or as an advance or anticipated commission or sale.
5. A payment made in advance to a company that is engaged in the business of providing customer leads that is not in any way tied to the successful closing of a loan is not considered a kickback.

I fully understand that any violation of any of the above regulations shall subject me to immediate removal from my position with SFI and expose me to prosecution both civil and criminal by the COMPANY. I also understand that I am obligated to immediately report any violations of the above regulations that I may observe.

____ ____________________

Originator Signature Date

____

Printed Name

Senior Freedom Inc.

Real Estate Business Acknowledgement

An individual cannot originate FHA insured mortgages while engaged in the real estate business as a licensed real estate agent who is actively listing and selling any real estate through a multiple listing service.

Listing personally owned real estate through another licensed real estate agent, or advertising and selling personally owned real estate without the services of a licensed real estate agent does not constitute being engaged in the real estate business as a real estate professional.

☐ I am not actively selling or listing real estate as a licensed real estate agent and no part of my personal income is generated from listing or selling real estate as a member of a multiple listing service.

☐ I currently have a real estate license that is inactive.

I understand that if I begin selling or listing real estate as a licensed real estate agent, or if I join a multiple listing service at any time, it will be my responsibility to notify Senior Freedom Inc. immediately and that I will not be allowed to originate FHA insured mortgages.

____ ________________
Originator Signature Date

____
Printed Name

Senior Freedom Inc.
2505 Wanakah Ridge Dr
Cedar Park, TX 768613

NMLS Transfer Procedures

LO will need to log into their NMLS using the attached guidelines.

LO essentially needs allow access for Senior Freedom Inc (NMLS 1203862) and then they can terminate access for their current employer once the transfer process is complete.

LO will need to update their employment history and show their stop date (month and year) with their former employer, and put Senior Freedom Inc. as their current employer with the start date.

Once all of this has been done, the LO needs to attest to their updated MU4 filing.

At that point, Senior Freedom Inc can go in and sponsor the applicant. If there is a problem with the filing, the LO will be notified of any corrections that need to be made. Once Senior Freedom Inc. has sponsored the LO, the NMLS will send an email notification for the LO to log in and attest to the changes.

It must be pointed out that there is a time lag of up to several days before TDSML will update the information on the LO and get it into the NMLS system, so take that into account when initiating the transfer process. The LO may want to start the transfer process earlier if they want to avoid a lag in their license status.