

## BROKER REFERRAL AGREEMENT

<b>Broker ID #</b> _____
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By this agreement (“Agreement”) between **Wells Fargo Bank, N.A.**, (referred to hereinafter as “Wells”) and \_\_\_\_\_ (“You,” “you,” “Your,” or “your”), you acknowledge that you have previously executed a WELLS FARGO WHOLESALE LENDING BROKER ORIGINATOR APPLICATION and BROKER ORGINATION AGREEMENT in connection with your origination of mortgage loans, and that you now wish to be appointed a representative of Wells to solicit and receive applications for business loans and lines of credit for submission to Wells under the following terms and conditions:

**1. DUTIES.**

You are engaged as a referral representative to solicit and receive applications for business loans and lines of credit through Wells (“Commerical Loan Application Business”). You will be responsible for the conduct of your Commerical Loan Application Business and the time and place such business duties are performed. You are free to exercise your judgment as to whom you will solicit or from whom you will receive orders for securities, subject to Wells’ underwriting guidelines and all other applicable laws, regulations and rules. Wells reserves the right to reject any application for a loan product submitted by you.

**2. RELATIONSHIP AND AUTHORITY.**

It is mutually understood and agreed that you are an independent contractor of Wells and that you will not be treated as an employee for federal tax or any other purposes. You will pay income, self-employment, occupational, municipal, state, federal and all other taxes arising out of your activities as a marketing representative. You will have no right to bind Wells by any statement, promise, representation, agreement, or contract of any kind, or to waive any of Wells’s rights or to obligate Wells in writing. It is stipulated that you are not an employee, officer, partner, or joint venturer of or with Wells. You will not represent, directly or indirectly, that any sales or services other than Commercial Loan Application Business are provided by or through Wells.

**3. OUTSIDE BUSINESS ACTIVITIES AND SELLING AWAY.**

Nothing herein will restrain you from engaging in an activity which does not, in the exclusive opinion of Wells, conflict with the business of this appointment.

**4. LICENSES AND FEES.**

Wells Fargo makes no representation or warranty about licensing requirements applicable to your activities under this Agreement.

**5. COMPLIANCE WITH RULES.**

You will familiarize yourself and conduct your Commerical Loan Application Business in strict compliance with all federal and state laws, rules and regulations. You will observe all rules and policies of Wells as published in any compliance or other policies and procedures manuals published by Wells and any supplements and amendments thereto in addition to any other rules and policies communicated to you by Wells, and these policies and rules are incorporated by reference and made a part of this Agreement. You will notify Wells immediately of any audits, investigations, proceedings, customer complaints or similar matters regarding your Commerical Loan Application Business or in any way involving Wells or Indemnified Parties (as defined below) whether related to Commerical Loan Application Business or otherwise.

**6. SETTLEMENT OF TRANSACTIONS.**

You will immediately forward to Wells all applications, customer account forms and payment taken with an application or otherwise coming into your possession for Commerical Loan Application Business. You are not authorized to collect any payment on behalf of Wells with respect to Commerical Loan Application Business.

**7. ADVERTISING.**

You will not use in connection with your Commerical Loan Application Business, whether by mail, printed material (including, but not limited to, business cards and letterhead), newspaper, radio, television, Internet, or any other media, any sales, promotional or advertising literature without the prior written approval of Wells.

**8. RESPONSIBILITY AND INDEMNITY FOR YOUR ACTIVITIES.**

You agree to defend, indemnify and hold harmless Wells, its parent and affiliated companies and their respective officers, directors, employees, agents and assigns (“Indemnified Parties”) from and against all losses, liabilities, claims, damages and expenses arising from your Commerical Loan Application Business, negligence, breach of any term of this Agreement, or violation or alleged violation of any applicable laws, rules, regulations, or policies whether or not resulting in litigation or adverse legal action against Indemnified Parties. In addition, you agree to defend, indemnify and hold harmless Indemnified Parties from and against any losses, liabilities, claims, damages or expenses arising from any of your outside business activities or conduct including, but not limited to, tax, accounting, legal, insurance or marketing investment advisor, or any other activities not associated with Wells, whether or not resulting in litigation or adverse legal action against Indemnified Parties.

**9. CONFIDENTIALITY.**

You agree, during the term of this Agreement and after its termination, not to divulge to others, or use for your benefit or the benefit of others, without written permission of Wells, any information obtained during the term of this Agreement relating to financial condition, trade secrets, techniques, hardware, software, business plans, know-how, sales, lists of marketing representatives or prospective marketing representatives, lists of customers or prospective customers, and customer information (“Confidential Information”). All Confidential Information and any other books, records, notes, or files supplied by Wells, and other similar data or information used by you or to which you come in contact during the term of this Agreement with respect to the activities of Wells will remain the property of Wells and will not be removed, copied in whole or in part, or used for any purpose other than performance of the services set forth in this agreement. You further agree that upon the request of Wells, whether prior to or following termination of this Agreement, you will immediately deliver to Wells all Confidential Information and any other written or other material of Wells, and you agree not to reproduce by any means any such material. Notwithstanding the foregoing, all tax files and other tax client information legally required to be maintained by you will remain your property.

**10. SALES INFORMATION.**

You agree that, in connection with your participation in various Wells programs, Wells may provide information to other representatives of Wells concerning the products you sell pursuant to this Agreement and the amount of such sales. You agree that any such information provided to you will remain confidential pursuant to the terms of this Agreement.

**11. TERMINATION.**

This Agreement will terminate (1) upon your death or adjudged incompetence; (2) upon the mutual

written consent of the parties; (3) upon five (5) days written notice to the other party delivered to their last known address; or (4) for good cause as set forth herein. You agree that Wells may terminate this Agreement for good cause without notice to you, and that good cause includes the following: (a) your conviction, by a court of competent jurisdiction, of a crime involving moral turpitude, whether or not committed during the term of this Agreement; (b) your commission of an act of fraud upon, or an act materially evidencing bad faith or dishonesty toward Wells; (c) the breach of your duties and obligations pursuant to this Agreement, including but not limited to the violation of any rules or policies of Wells, your negligence in the performance of your duties hereunder, or your violation of any law or regulation regarding your Commercial Loan Application Business; or (d) your adjudication as a bankrupt or a conviction of a crime punishable by imprisonment.

**12. REMEDIES.**

You agree that the services rendered by Wells are special, unique, and of extraordinary character, that the remedy at law for any breach of this Agreement will be inadequate as a result, and that Wells is entitled to injunctive relief in addition to any other remedy of Wells.

**13. GOVERNING LAW.**

This contract will be governed by and construed in accordance with the laws of the State of California.

**14. INVALID PROVISIONS.**

If any provision of this Agreement is declared invalid, such invalidity will not invalidate the entire Agreement, but the Agreement will be construed as if not containing the particular provisions held to be invalid, and the rights of the parties will be construed and enforced accordingly.

**15. BINDING EFFECT.**

All provisions of the Agreement will be binding upon and, to the extent permitted, inure to the benefit of, the heirs, executors, administrators, successors, representatives and assigns of the parties.

**16. FAILURE TO ENFORCE.**

The forbearance or neglect of Wells to enforce any provision of the Agreement, to terminate this Agreement pursuant to its terms, or to take advantage of any right or privilege hereunder, will not constitute a waiver of any right or privilege under the Agreement or otherwise.

**17. ASSIGNMENT.**

This Agreement or any beneficial interest in the Agreement cannot be assigned by you without the written consent of Wells. Wells may assign this Agreement upon five days written notice to you.

**18. NOTICES.**

All notices, requests, and other communications to Wells provided for herein will be in writing and delivered, unless otherwise notified by Wells, to you. Notices, requests and communications to you will be delivered to your address set forth below or last address maintained by Wells and shall be effective immediately if delivered in person, one day after deposit for delivery by overnight mail, or three days after deposit for delivery by United States Mail.

**19. ENTIRETY OF AGREEMENT**

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This Agreement represents the entire agreement between the parties and supersedes all prior agreements or understandings whether oral or written with respect to the subject matter of the

Agreement. In case of any conflict between the provisions of this Agreement and the WELLS FARGO WHOLESALE LENDING BROKER ORIGINATOR APPLICATION and Broker Origination Agreement, the provisions of this Agreement shall control. Except for a change in the commissions' schedule, no amendment or modification of the Agreement will be valid unless in writing and signed by the parties.

**Understood and Agreed:**

**Referral Representative:**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**Wells Fargo Bank, N.A.**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 525 Market St., 22<sup>nd</sup> Fl  
San Francisco, CA 94105  
MAC A0103-224

**PLEASE FAX THIS AGREEMENT TO  
1-888-371-1045**