

## **Supplement to Essencap Broker Application**

This Supplement to the Essencap Broker Application (the "Supplement") is entered into between the undersigned Broker and Essencap Funding LLC, together with its subsidiaries, affiliates, and any other entities or relationships identified by Essencap (collectively, "Essencap"). Essencap operates in the loan origination business, originating and selling notes. By signing this Supplement, the Broker agrees to the terms herein.

### **Zero Tolerance for Fraudulent Conduct**

Essencap maintains a strict zero-tolerance policy toward fraudulent conduct. The following are non-exhaustive examples of prohibited activities that will not be tolerated and may result in immediate termination of the relationship, referral to regulatory authorities, and/or legal action:

- Submission of inaccurate or misleading information, including false statements regarding income, employment, or any other details on a loan application.
- Falsification of documentation intended to verify credit, employment, income, deposits, assets, personal information, identity, or ownership of real property.
- Forgery of any documents or signatures.
- Misrepresentation of current or intended future occupancy of the property.
- Failure to disclose any required material information.

### **Required Representations Regarding Loan Application Process**

As a condition of submitting loan applications to Essencap, the Broker represents and warrants the following:

- I have not been induced, instructed, or influenced by any party to falsify income, asset, or other information on a mortgage loan application or related documents.
- I will not sign a loan application on behalf of a potential borrower.
- To the best of my knowledge, all information provided in loan applications is truthful, complete, and accurate.
- I acknowledge that it is prohibited for a mortgage broker or lender to misrepresent or omit material information about the terms of a mortgage in order to pressure or coerce any party into signing a loan application or related documents.
- I have been encouraged to seek independent legal advice to protect my interests in completing any mortgage transaction.
- I am duly licensed to conduct business in the states where I submit loan applications on behalf of borrowers and can furnish such licenses upon request by Essencap. I understand that failure to meet the legal requirements as an originator or broker in any applicable state will render me ineligible to receive any compensation, including but not limited to referral fees, origination fees, or processing fees.

**Clawback Clause on Commissions or Fees**

In the event that any loan originated through the Broker and funded by Essencap is found to involve fraud, misrepresentation, or material non-compliance with applicable laws, regulations, or this Supplement (as determined by Essencap in its sole discretion), Essencap reserves the right to claw back any commissions, fees, or other compensation paid to the Broker in connection with such loan. The Broker agrees to repay such amounts within thirty (30) days of written demand by Essencap.

**Six-Month Buyback Provision**

The Broker agrees to repurchase any loan originated through the Broker and sold or funded by Essencap if, within six (6) months of the loan closing date, the loan is determined by Essencap (in its sole discretion) to contain material defects, including but not limited to fraud, misrepresentation, or failure to meet underwriting standards. The repurchase price shall be the outstanding principal balance plus any accrued interest, fees, and costs incurred by Essencap.

I have carefully reviewed this Supplement and have either sought or waived independent legal counsel. I understand that Essencap is providing services and funding loans in reliance on the representations made herein. I confirm that all statements provided by me, including those in this Supplement, the loan application, and during the closing process, are complete, truthful, and accurate.

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

Date: \_\_\_\_\_

Entity name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Entity name: \_\_\_\_\_

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