



## LoanNEX Qualifier™ Sell Side User Agreement

### Company Information

Client Legal Name: \_\_\_\_\_ Corporate NMLS: \_\_\_\_\_  
Address: \_\_\_\_\_  
Form of Legal Entity: \_\_\_\_\_ State of Legal Formation: \_\_\_\_\_ # of MLO's \_\_\_\_\_  
Channels: \_\_\_\_\_

### Description of Services

The LoanNEX Qualifier is a pricing and eligibility service provided by LoanNEX ("LoanNEX" or the "System") connecting buyers and sellers of whole loan mortgage requests ("Service"). Access to Basic LoanNEX Qualifier Services are free to the Client and their employees ("Users" or "MLOs"). Basic LoanNEX Qualifier Services includes 1) the ability for a user to test loan-level borrower and property details against credit requirements and pricing from approved buy-side counterparties, 2) select a product and price, 3) submit loans for internal review and 4) enables specified users to submit loans externally and/or request and record rate locks with approved buy-side counterparties.

Client and its registered users may input, scenario test and lock an unlimited number of loans and prospective loans on the LoanNEX System. Client agrees that it is the Client's responsibility to manage all aspects of the Client's account and content, including accuracy and completeness of the credit details of each individual borrower and/or loan that is input into the System for pricing and eligibility, and including but not limited to buy-side program access, pricing margins, lender compensation, and user access and authorizations.

### Summary of Terms

This Sell-Side User Agreement describes the relationship between Mortgage NEKS, LLC d/b/a LoanNex ("LoanNEX") and the client identified above, and all related companies with the same Corporate NMLS number, (collectively the "Client") for the Client's use of the products and services identified herein by its employees ("User(s)"). LoanNEX hereby agrees to offer to Client the LoanNEX Qualifier services described herein. Other LoanNEX services requested by Client and not described herein are not covered by this Agreement and will require a separate agreement among the parties. All LoanNEX services are subject to Client agreement and acceptance of the LoanNEX Terms of Use Agreement which is made available on the LoanNEX website:  
<https://web.loannex.com/terms>.

Client's loan submissions on the System will return pricing only from Client's approved buy-side counterparties that are clients of LoanNEX ("Counterparties"). Client is responsible for identifying their approved Counterparties to LoanNEX. In order to support the process of adding Client Counterparties to the LoanNEX Qualifier, Client authorizes LoanNEX to use the Client's name as a reference in contacting Client Counterparties for consideration of becoming a LoanNEX Qualifier user. Client understands and agrees that its name will be disclosed to approved Counterparties as part of the Service. LoanNEX is not a party to the Counterparty relationships by and between the Client and its Counterparties.



## Client Onboarding and User Management

Client Requirements for account set up	<ul style="list-style-type: none"> <li>• Completion of User Setup Documents</li> <li>• Registration by each user including the review and acceptance to the Terms of Use as provided on the LoanNEX website <a href="http://www.loannex.com">www.loannex.com</a>, ("Registered Users").</li> </ul>
Account Management	<ul style="list-style-type: none"> <li>• Client is required to appoint Administrator(s) for managing specific functions and authorizations as required based on specific LoanNEX services being utilized. One or more Administrators will be named as the responsible party for the following functions: <ul style="list-style-type: none"> <li>• Buy-side counterparty management</li> <li>• Account set-up and User-Interface settings</li> <li>• User access and authorizations, including Workflow group assignment and management</li> <li>• User margin adjustments to pricing (lender compensation)</li> </ul> </li> <li>• Client is responsible for managing its Registered Users access and settings for the LoanNEX Qualifier Services including communicating all changes to Registered User access. Communication of changes, additions or deletions should be provided by the relevant Administrator via email to <a href="mailto:support@loannex.com">support@loannex.com</a> or in writing to Client Support at 16 N. Central Ave, St Louis, MO 63105.</li> </ul>
User Registration	<ul style="list-style-type: none"> <li>• User registration is available through the LoanNEX website and can be requested directly by Client employees once the Client account has been established.</li> <li>• Access for each User requires confirmation from the relevant Client Administrator(s) prior to becoming a Registered User and given access to the LoanNEX Qualifier as a User of the Client.</li> </ul>
Approved Counterparty Management	<ul style="list-style-type: none"> <li>• Client is responsible for identifying their approved investor Counterparties and updating such information as it may change from time to time. Client acknowledges that it is solely responsible for the management of all Counterparty relationships and the corresponding business processes.</li> </ul>

## Disclaimers

USE OF THE SERVICES, SYSTEM OR SYSTEM CONTENT IS AT CLIENT'S SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW. THE SERVICES, SYSTEM AND ALL CONTENT GENERATED BY OR OTHERWISE ACCESSIBLE FROM THE SYSTEM ("SYSTEM CONTENT") ARE PROVIDED AS-IS AND ON AN AS AVAILABLE BASIS, AND LOANNEX MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, SYSTEM OR SYSTEM CONTENT, OR AS TO ANY USE OF THE SERVICES, SYSTEM OR SYSTEM CONTENT, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Client is responsible for the accuracy of all loan level data and information entered or downloaded into the System ("Loan Data"). LoanNEX does not guarantee the accuracy of any Loan Data, including but not limited to pricing and credit results resulting from the input Loan Data. Accuracy of Loan Data is the sole responsibility of the User that input the data or requested LoanNEX input the data on user's behalf. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the System and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the System. LoanNEX is not responsible for the conduct, whether online or offline, of any User. LoanNEX does not guarantee and does not promise any specific results with respect to any Subject Loan or otherwise from the use of the System to sell or buy a loan.



## Indemnification

Client agrees to release, hold, harmless and indemnify LoanNEX, and its members, managers, employees, agents and affiliates, from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from, arising out of or in connection with (i) Client's use of a Service, the System or System Content, (ii) Client's Loan Data or other content Client posts or shares on or through the System, (iii) Client's reliance on or use of another user's Loan Data, including, without limitation, pricing, and credit requirements and guidelines as provided for on the System, (iv) Client's conduct in connection with the System or with other users of the System, including, without limitation, any transaction involving a Subject Loan, regardless of whether or not such information was input by the User or by LoanNEX; (v) Client's Counterparty relationships and Client agrees LoanNEX is not a party to any agreement between Client and its Counterparties.

Notwithstanding anything to the contrary contained herein or in Terms of Use, LoanNEX acknowledges that it may be furnished with nonpublic personal information and other confidential information ("Information"). LoanNEX agrees that it will not use or disclose such Information other than in the ordinary course of business to carry out the purpose of this Agreement and in any manner prohibited by the Gramm-Leach Bliley Act. In addition, LoanNEX will maintain the security and privacy of the Information in a manner that is consistent with industry standards and no less secure than LoanNEX maintains its own Information.

## Current Approved Non-Agency Investors

Investor	Channel	Monthly Volume (approximate)	AE Contact
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

## Technology Platforms

Point of Sale (POS)	
Loan Origination System (LOS)	
Product and Pricing Engine (PPE)	
Doc Provider	
Compliance Engine	



## Client Administrator(s) Authorization

- **Admin Rights** – rights to all administrator roles (Enterprise View, User Management and Margin Adjustment) and permissions to add, change or delete Client Administrators from the Client Account
- **Enterprise View** – access to all Account views and activity
- **User Management** – permissions to approve LoanNEX credential request for new User accounts and authorize deactivation of User accounts
- **Margin Management** – rights to communicate margin adjustments to LoanNEX for implementation

Name	Title	Email Address	Telephone	Admin	Ent View	User Mgmt	Margin Mgmt

## LoanNEX Qualifier Sell-Side User Agreement Acceptance

Signature below constitutes acceptance for the LoanNEX products and services identified in Description of Services, subject to the terms of this Sell-Side User Agreement.

IN WITNESS THEREOF, the Parties have executed this agreement by and through their duly authorized representatives, as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”).

Client: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

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

\* MortgageNEKS, LLC (“MortgageNEKS”), a Missouri limited liability company, does business as “LoanNEX” and owns the LoanNEX platform and associated services, systems/functionality. MortgageNEKS also asserts its trademark on its proprietary term “LoanNEX™.”

Please remit signed agreement via facsimile to LoanNEX Sales: [sales@loannex.com](mailto:sales@loannex.com) or mail the signed original agreement to:

MortgageNEKS, LLC  
16 North Central Avenue,  
St. Louis, MO 63105



Current Approved Non-Agency Investors (continued if needed)

Investor	Channel	Monthly Volume (approximate)	AE Contact
		\$	
		\$	
		\$	
		\$	
		\$	
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		\$	

