



**Hometown Equity Mortgage, LLC DBA theLender (“HEM”)**  
**VENDOR MANAGEMENT APPLICATION**

Please fill out the following questionnaire. Once completed return the application to VendorManagement@thelender.com along with the required documents outlined at the end of the questionnaire.

If you have any questions during this process, please contact us at the email above or by reaching out to the individual who sent the questionnaire.

**Please note, every question needs to be answered, if it is not applicable indicate “N/A”.**

<b>Vendor Due Diligence Certification Completed By</b>
Name:
Title:
Email:
Telephone & Ext:
Date Completed:
<b>Company Information</b>
Legal Name:
Doing Business As (dba) Name:
Business Address:
City:
State:
Zip/Postal Code:
Company Website:
Service(s) Provided:
Years in Business:
Company ownership type (Public or Private):
<b>If Privately owned, name of principal owner(s):</b>
Name:
Title:
TIN:
Percentage Ownership:
Name:
Title:
TIN:
Percentage Ownership:
Name:
Title:
TIN:
Percentage Ownership:

**Contact Information. Include at least 1 person to contact within your operations for escalations.**

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

Name:

Title:

Phone Number:

Email:

	<b>Services Information</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
1.	Will your company require access to Non-Public Personal Information (NPI) for HEM customers?				
2.	Is your company currently or has been (within the last 12 months) under any imposing sanctions or disciplinary action(s) for misconduct related to performance of servicing activities?				
3.	Any material financial trends or actions in the past 12 months or near future that may have an impact on your company? (e.g. pending acquisition(s), sale of part(s) of the company, merger(s), filing for bankruptcy, etc.)				
4.	Is there any pending litigation against your company or sub- contractors that may impact the service(s) your company performs for HEM? If Yes, provide letter of explanation				
5.	Has your company, and/or principals or corporate officers, been named as a defendant in a lawsuit for alleged fraud or misrepresentation in connection with any mortgage loan or real estate related activity in the past 12 months?				
6.	Have any principals or corporate officers been convicted of a crime or named in a pending criminal proceeding (excluding traffic violations and other minor offenses) in the past 12 months?				
7.	Does your company have any business affiliates? If yes, please provide the entity name, % ownership, and description.				

	<b>MIS and Technology</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
8.	Have information security policies and practices in place (structure, capacity, etc.) been updated in the last 12 months?				
9.	Have NPI Breaches occurred within the past 12 months? If so, please explain the remediation procedures on a separate sheet.				
10.	Have you tested your business continuity plan within the past 12 months? If, so please provide the results on a separate sheet.				
	<b>Business Continuity and Disaster Recovery</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
11.	Have you tested your disaster recovery plan within the past 12 months? If, so please provide the results.				
12.	Have you completed a SSAE 18 or Alternative report within the past 12 months? If so, please report the findings (exceptions). If applicable.				
	<b>Compliance and Controls</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
13.	Do you provide annual AML training to your employees? (If applicable)				
14.	Do you provide employee training and was it completed within the past 12 months?				
15.	Do you attest to complying with Federal and State Laws and Regulations?				
<b>To be completed by Appraisal Management Companies Only</b>					
	<b>AMC Question(s)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
1.	Does your company have policies in place to ensure Appraisers are commenting on CO2, smoke detectors and/or taking pictures on their appraisal report?				

2.	Has your company, and/or principals or corporate officers, ever had an AMC license or other professional license suspended, revoked, or received any other disciplinary action from a regulatory agency in the past 12 months?				
<b>Documentation Request for Approval</b>					
1. Current Business License for the service(s) your company provides (if applicable)					
2. Current SSAE18 Report or Alternative Report (Information Security) (if applicable)					
3. Current Insurance Certification (i.e. Comprehensive/General Liability, Auto Liability, Cyber Liability, Professional Liability, Umbrella Liability, Worker's compensation/Employer Liability)					
4. Audited Financial Statements (most recent) or Annual Report (if publicly traded)					
5. Current W-9					
6. Formation documentation (Secretary of State Registration)					
7. Resumes of key personnel					
8. Pricing sheet					
9. Policy and procedures for; <ul style="list-style-type: none"> <li>• Complaint management policy</li> <li>• Business continuity plan</li> <li>• Disaster recovery plan</li> <li>• Privacy Policy</li> <li>• Cybersecurity policy</li> <li>• Exclusionary list policy</li> </ul>					



**CERTIFICATION:**

I certify that all information and documents provided are true and correct to the best of my knowledge. I hereby give HEM permission to investigate my firm's credit history, conduct a civil litigation and/or criminal background check, and question my references.

I understand I am obligated to amend or supplement the information provided in the event material facts represented herein change. I further represent and warrant that the company will comply with any and all applicable federal and state rules and regulations.

I certify and represent that the company's officers, directors and senior management have not been convicted of any financially related crime or felony.

I have read and understand this acknowledgement and agreement and sign this release voluntarily, without coercion or duress from any individual or party.

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Signature

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Print Name

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Title

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Date



**AMC State License List**

Please fill out the below in its entirety.

Licensed	State	License Number	Start Date	Expiration Date
	Alabama			
	Alaska			
	Arizona			
	Arkansas			
	California			
	Colorado			
	Connecticut			
	Delaware			
	Florida			
	Georgia			
	Hawaii			
	Idaho			
	Illinois			
	Indiana			
	Iowa			
	Kansas			
	Kentucky			
	Louisiana			
	Maine			
	Maryland			
	Massachusetts			
	Michigan			
	Minnesota			
	Mississippi			
	Missouri			
	Montana			
	Nebraska			
	Nevada			
	New Hampshire			
	New Jersey			
	New Mexico			
	New York			
	North Carolina			
	North Dakota			



### AMC State License List

Please fill out the below in its entirety.

Licensed	State	License Number	Start Date	Expiration Date
	Ohio			
	Oklahoma			
	Oregon			
	Pennsylvania			
	Rhode Island			
	South Carolina			
	South Dakota			
	Tennessee			
	Texas			
	Utah			
	Vermont			
	Virginia			
	Washington			
	West Virginia			
	Wisconsin			
	Wyoming			



## AMC Certification Form

As an approved Appraisal Management Company (“AMC”) with Hometown Equity Mortgage, LLC dba theLender (the “Company”), AMC’s must ensure the below process is being completed:

- 1) Appraisal Report– AMC’s must notify the Company once an appraisal report is completed.
- 2) Copy of Appraisal Report – AMC’s must email the Company a copy of the appraisal report as soon as it is available.
- 3) Proof of Delivery – AMC’s must email the Company a copy of the proof of delivery of the appraisal report to the borrower.
- 4) Appraisal Inspection – AMC’s must ensure Appraisers are commenting and taking pictures of CO2 and/or smoke detectors as well as commenting and taking pictures of double-strapped water heater, if required.
- 5) **Agency Appraisal Ordering Restriction** – AMC certifies that it will not permit any broker or third party to order a conforming loan (i.e., Fannie Mae, Freddie Mac) appraisal directly through the AMC. If a broker attempts to place an agency appraisal order, the AMC will decline the request and redirect the broker back to Hometown Equity Mortgage, LLC dba theLender for proper appraisal ordering in accordance with Company policy.

**NOTE:** All communication for “theLender” should be sent to [appraisals@thelender.com](mailto:appraisals@thelender.com).

I acknowledge receipt and will comply with the AMC certification requirements noted above.

AMC Name:	
By:	
Print Name:	
Title:	
Date:	

## *Non-Disclosure & Confidentiality Agreement*

This Non-Disclosure & Confidentiality Agreement (“Agreement”) is entered into as of the below, by and between Hometown Equity Mortgage, LLC, a Missouri company (“HEM”), and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (“Company”).

1. This Agreement shall apply to all confidential and proprietary information disclosed by the parties to each other, including, without limitation, all mailing lists, proprietary data & information, trade secrets, data, program & process model(s), integrators, business rules and any related adapters, whitepapers, product & systems designs, capabilities, specifications, program code(s), software systems and processes, information regarding existing and future technical methods, predictive technologies or other methodologies, business, sales and marketing plans, financial information, product strategies, analysis reports or results from the testing of products, and the identity of actual and potential customers, data providers and suppliers (the above hereinafter referred to as “Confidential Information”). Confidential Information shall also include the Confidential Information of either party’s subsidiaries, affiliated companies, business partners, data providers and clients. Confidential Information may be written, oral, recorded, or contained on tape or on other electronic or mechanical media.

2. Confidential Information shall not include information which (a) was already known to the receiving party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of the disclosing party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.

3. Each party agrees to hold the other’s Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than as specifically authorized by the other party. Each party agrees that it will employ all reasonable steps to protect the Confidential Information of the other

party from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary. The parties may disclose each other’s Confidential Information only to those employees having a need to know and only to the extent necessary to enable the parties to adequately perform their respective responsibilities to each other and, in the case of product tests, only to those of its employees who are directly involved with the testing of products. The parties hereby undertake to ensure the individual compliance of such employees with the terms hereof.

4. No copies of the Confidential Information shall be made by the receiving party except as may be necessary to perform services relating to the Confidential Information as requested by the disclosing party. Upon the written request of the disclosing party at any time, the receiving party shall, at the disclosing party’s option, either destroy or return to the disclosing party all tapes, diskettes or other media upon which the disclosing party’s Confidential Information is stored, and all copies thereof, if any. If requested by the disclosing party to destroy any Confidential Information, the receiving party shall certify in a writing to be delivered to the disclosing party within five (5) business days following such destruction that such destruction has been completed.

5. Each party shall be deemed to be the owner of all Confidential Information disclosed by it hereunder, including all patent, copyright, mask work, trademark, service mark, trade secret and any and all other proprietary rights and interests therein, and HEM and Company each agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement.

6. The parties acknowledge that the unauthorized disclosure, use or disposition of Confidential Information could cause irreparable harm and significant injury which may be difficult to

## *Non-Disclosure & Confidentiality Agreement*

ascertain. Accordingly, the parties agree that the disclosing party shall have the right to an immediate injunction in the event of any breach of this Agreement, in addition to any other remedies that may be available to the disclosing party at law or in equity.

7. If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

8. This Agreement shall continue until terminated in writing by either party; provided, however, that the obligation to protect the

confidentiality of all Confidential Information disclosed by the parties to each other prior to such termination shall survive the termination of the Agreement.

9. This Agreement shall not be terminated or superseded by any future agreement between the parties hereto, unless such subsequent agreement specifically so provides by an express reference to this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**Hometown Equity Mortgage, LLC**

**[Company Name]**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

