

COMPLIANCE

EXPECTATIONS

NewRez requires Lenders to comply with all applicable regulatory requirements related to the origination and closing of mortgage loans. Lenders should consult with their own legal or compliance counsel to ensure that all loans sold to NewRez are fully compliant with all applicable federal, state, and local laws and regulations.

In an effort to reduce the number of loan purchase suspensions, NewRez is providing the recommendations below. This information is being provided as a tool to assist Lenders in providing documentation required for loan purchase and is not intended to provide legal or compliance counsel relating to local, state, or federal requirements.

The inclusion of these documents does not release the Lender of its representations and warranties that all loans meet all regulatory and compliance requirements as they relate to mortgage lending.

The Lender Represents, Warrants, and Covenants that all loans sold to NewRez are in compliance with:

- All applicable laws, rules, regulations, decrees, pronouncements, directives, orders, and contractual requirements with respect to the origination, closing, underwriting, processing, and servicing of each loan.
- Any and all other applicable federal, state, county, municipal, or other laws, including, without limitation, those laws relating to truth-in-lending, real estate settlement procedures, consumer credit protection, usury limitations, fair housing, equal credit opportunity, collection practices, and real estate appraisals.
- All applicable anti-money laundering laws and regulations including, but not limited to, the Bank Secrecy Act and its subsequent revisions and enhancements the Customer Identification Program requirements of the USA Patriot Act, Office of Foreign Assets Control requirements (collectively the "Anti-Money Laundering Laws")

The Lender further represents it has established an anti-money laundering compliance program as required by the applicable Anti-Money Laundering Laws, and maintains, and will maintain, sufficient information to identify the applicable Mortgagor for purposes of the Anti-Money Laundering Laws.

FAIR LENDING POLICY

NewRez's commitment to fairness and equal opportunity lending is clear and unequivocal. NewRez requires the application of fair and consistent origination and underwriting practices by the Lender as well. Discrimination based on race, color, sex, sexual orientation, disability, national or ethnic origin, marital or familial status, religion, or age is contrary to NewRez fundamental

principle and commitment and is unlawful.

Lender covenants to treat all borrowers and prospective borrowers in a fair and consistent manner. All borrowers and prospective borrowers should receive the same level of service. Lender covenants to observe this commitment, in particular, in providing assistance to borrowers and prospective borrowers on whether to apply for credit, how best to qualify for credit, how to resolve any issues relating to creditworthiness and other aspects of the mortgage loan extension process. Lender covenants to underwrite all the properties offered to secure the borrowers' mortgage loans based on property type, occupancy status, and the appraised value, and not based on the fact that a property is located in an area with a predominant racial or ethnic population.

APPRAISER INDEPENDENCE REQUIREMENTS (AIR)

All loans sold to NewRez must be AIR compliant.

Lenders must provide their internal policies and procedures regarding the ordering of the appraisals and management when applying for Lender approval.

Transfer of Appraisals

NewRez will not allow the transfer of an appraisal on conventional loans, regardless of Fannie Mae or Freddie Mac's acceptance based on certain documentation.

Borrower Appraisal/Valuation Acknowledgement

NewRez requires an Appraisal/Valuation Acknowledgement Form on all loans with an appraisal, regardless of product type.

The Appraisal Acknowledgement Form must contain the following:

- Borrower(s) name
- Property address
- Lender's name
- Acknowledgement that the borrower either received all appraisal reports or valuation reports at least three business days prior to loan closing OR acknowledgement that the borrower elected to waive their right to receive all appraisal reports or valuation reports at least three business days prior to loan closing
- The form must be signed and dated by all borrowers on or before the date of the Note

ANTI-MONEY LAUNDERING (AML) PROGRAM

INFORMATION An AML program must be in writing and

include, at a minimum:

- Policies, procedures, and internal controls reasonably designed to prevent, detect, and report potential money laundering and other suspicious activity
- The designation of an AML compliance officer (AML Officer)
- Ongoing AML employee training
- Independent testing of the Lender's AML program

For additional guidance on AML program requirements, refer to the FFIEC BSA Examination Manual at http://www.ffiec.gov/bsa_aml_infobase/pages_manual/manual_online.htm.

Suspicious Activity Report (SAR)

Lenders are required to comply with the Bank Secrecy Act and are required to file SARs with FinCEN in accordance with this regulation.

DISCLOSURES

Federal and state laws and regulations require applicable disclosures to be provided to the borrower(s) within prescribed time frames defined by these regulations and/or laws. It is the Lender's full responsibility to accurately prepare and deliver all applicable disclosures to the borrower(s) within the required time frames.

The failure to provide timely required disclosures could result in severe penalties for Lenders by federal and state regulatory agencies. The approval status of Lenders determined to be in violation will be terminated by NewRez.

Copies of all applicable disclosures must be included in the closed loan file delivered for purchase.

Homeownership Counseling Disclosure

Effective with applications taken on or after September 1, 2014, a Homeownership Counseling Disclosure that includes a list of counseling agencies must be included in all loan files delivered for purchase.

The disclosure/list must comply with all CFPB requirements which include, but are not limited to:

- Data sources
 - Number of housing agencies
 - Data elements and contact information required for each housing counseling agency
 - Accompanying information must be included in the disclosure
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Note: A borrower's acknowledgement of receipt of the list of agencies may be provided along with the CFPB compliant list; however, this acknowledgement of receipt will not be acceptable in lieu of a CFPB compliant list of counseling agencies.

This disclosure must be provided to the borrower within three business days of receiving the application and must include the date the list of ten HUD-approved housing counseling agencies was obtained based on the borrower's location by zip code.

FRAUD

A general definition of "fraud" is:

- Intentional abuse of truth in order to induce another to part with something of value or to surrender a legal right
- An act of deceiving or misrepresenting

Anytime that fraud or misrepresentation is suspected relating to a loan transaction, NewRez Quality Control will be notified. A review of the loan will be conducted to determine the extent of the fraud or misrepresentation and the source.

Loan files with confirmed fraud or misrepresentation are not eligible for purchase by NewRez.

NewRez has a zero tolerance for any type of fraud or misrepresentation. In the event sufficient information is established to confirm a Lender's participation in the misrepresentation, the business relationship with the Lender will be terminated.

Data Verify Quality Report

A Data Verify DRIVE (Data Risk Intelligent Verification Engine) report will be generated by NewRez on all loans at time of prior approval underwriting or loan purchase in an attempt to identify any additional risk elements that should be addressed. Information analyzed in the DRIVE report includes, but is not limited to, the following:

- Identity – Invalid SS# and SS# fraud alerts
- Application – Income, employment, occupancy, undisclosed debts
- Property – property characteristics, market trends, and foreclosure activity

Additional review or additional information may be required depending on the results of the DRIVE report.

HIGH COST LOANS

NewRez will not purchase any loan defined as a high cost or predatory mortgage loan.

A high cost test will be performed on all loans on a pre-purchase basis for compliance with the following:

- Federal law
- Investor/Agency requirements
- State law
- City/Village/Municipality Code
- County Ordinance

Note: NewRez will not purchase any loan, regardless of occupancy type, that exceeds the threshold for the points and fees test.

Any loan determined to be a “high cost” loan will be denied for purchase. NewRez will not allow a refund to the borrower for excessive fees in order to cure a loan for purchase.

Lenders are responsible for ensuring that all loans delivered to NewRez are in compliance with all applicable laws and regulations noted above. In the event a loan is inadvertently purchased by NewRez that is later determined to be a “high cost” loan, that loan will be subject to immediate repurchase.

It is the responsibility of the Lender to consult with their own legal or compliance counsel to develop internal policies and procedures necessary to prevent the closing of a high cost loan.

HIGHER PRICED MORTGAGE LOANS (HPML)

Definition of a HPML:

An HPML loan means a closed-end consumer credit transaction secured by the consumer’s principal dwelling with an annual percentage rate that exceeds the average prime offer rate for a comparable transaction as of the date the interest rate is set:

- By 1.5 or more percentage points, for a loan secured by a first lien with a principal obligation at consummation that does not exceed the limit in effect as of the date the transaction’s interest rate is set for the maximum principal obligation eligible for purchase by Freddie Mac
 - By 2.5 or more percentage points, for a loan secured by a first lien with a principal obligation at consummation that exceeds the limit in effect as of the date the transaction’s interest rate is set for the maximum principal obligation eligible for purchase by Freddie Mac (jumbo loans)
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NewRez will purchase HPML loans subject to all agency requirements for compliance. Escrow waivers are not allowed on any HPML transaction.

****NY Subprime and CT Nonprime mortgages are not eligible for purchase.***

Lenders represent and warrant that the mortgage complies in all respects with Regulation Z requirements for HPML loans, including the underwriting and consumer protection requirements.

Lenders must verify the borrower's ability to repay the mortgage in accordance with the requirements of Regulation Z. Borrower's income, assets and obligations must be verified.

Please refer to Section 16.15 for ATR-QM requirements.

Note: Higher priced mortgage loan appraisal requirements apply for all "Smart" products. For Agency loans the rule is not applicable as NewRez only purchases QM loans. Loans originated on second homes or for investment or business purposes are exempt from the HPML rule.

Lenders must include evidence documenting the borrower's Interest Rate Set Date on all loans delivered for purchase. Acceptable documents, in effect at time of closing, include:

- An unexpired lock agreement between the originating lender and the borrower OR
- A lender generated unexpired lock confirmation form

HMDA REQUIREMENTS

Lenders are required to include a completed Initial Uniform Residential Loan Application (1003/65) as well as a completed Final Uniform Residential Loan Application (1003/65) in all loan files delivered for purchase. All borrowers, as well as the Mortgage Loan Originator (MLO), must sign and date both the Initial and Final Applications (1003/65).

All information required by the Home Mortgage Disclosure Act (HMDA) must be completed including, but not limited to, the Demographic Information Addendum(1003/65).

Know Before You Owe – TILA RESPA Integrated Disclosure Rule

NewRez will not purchase loans that are not in compliance with the requirements of TILA / RESPA and the Integrated Disclosure Rule.

Loan Estimate and Early Disclosures

Lenders must include the following in all loan files delivered for purchase:

- A complete and legible initial Loan Estimate dated within three business days of the initial application date
 - Any subsequent Loan Estimates issued to the borrower throughout the loan process
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- Documentation indicating a valid change of circumstance, for each subsequent Loan Estimate, if multiple Loan Estimates were issued
- Example of a RESPA Changed Circumstances Form
 - TRID requires that the final Loan Estimate be issued prior to Initial Closing Disclosure –NewRez requires that the final Loan Estimate be received at least one day prior to the Initial Closing Disclosure being generated
- If the borrower(s) is allowed to shop for services required by the Lender, then a Settlement Service Providers (SSP) List must be provided with the initial Loan Estimate
 - The SSP must provide a minimum of one service provider for each service
 - If the service provider is listed on the SSP, the company must still be in business

Common Loan Estimate Suspense Issues

- Missing the “Final” Loan Estimate, dated at least one day prior to the date of the Initial Closing Disclosure
- Not legible (due to print, fax or image issues)
- Not fully completed per TRID requirements
- Incorrect transfer taxes
- Not provided within three business days of application
- Transfer Taxes increased at closing and the fee on the Loan Estimate was less or not disclosed
- Owner’s Title Insurance was not included on a purchase loan
- All charges typically paid for by the borrower were not listed on the GFE
- Service Providers List was not included in the loan file
- Service Providers List contains companies no longer in business

Common Changed Circumstance Suspense Issues

- Changed circumstance documentation is not included
 - Changed circumstance documentation is included
 - Only provides information on what changed
 - Does not provide the reason for the change
 - Reason for changed circumstance was due to an omission on prior Loan Estimate
 - Borrower was charged the/an additional fee (or the credit was decreased), which is not
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acceptable

- Reason for changed circumstance does not agree with fee changes
- A fee increase, or a credit decrease in a tolerance category but a change in circumstance was not documented to support the increased fee or decreased credit
- A Loan Estimate was reissued after the changed circumstance, but not within three days of the changed circumstance
- Multiple Loan Estimates with the same print date
 - The information changed within the Loan Estimates – Change of Circumstance should be included in the loan file with each Loan Estimate in order to determine the order in which the Loan Estimates were issued

Tolerance Violations

In the event a RESPA tolerance violation is discovered during the pre-purchase audit of the closed loan file, NewRez will require evidence of a refund to the borrower in order to cure the violation.

- If the tolerance violation was cured at closing, the Final Closing Disclosure must reflect the credit to the borrower accordingly.
- If the tolerance violation was not identified at closing but was discovered during the pre-purchase loan review, the Lender must provide the following documentation to support that the violation was cured within 60 calendar days from the Note date.
 - A copy of the refund check to the borrower
 - A copy of the letter sent to the borrower explaining the refund
 - Revised Closing Disclosure

NOTE: If a tolerance violation is not cured within 60 calendar days of the Note date or documentation regarding the cure is not available, the loan is not eligible for purchase by NewRez.

Closing Disclosure

A complete and executed Final Closing Disclosure dated the date of the Note is required on all loans, regardless of occupancy. The Initial Closing Disclosure and any subsequent Closing Disclosures must be delivered to the borrower within the time frame mandated by the TILA RESPA Integrated Disclosure Rule.

Common Closing Disclosure Suspense Issues

- A complete and legible Initial and Final Closing Disclosure are not included in the loan file
 - Closing Disclosure not completed properly or missing information
 - Disclosure not executed by all borrower(s) required to execute based on ownership rights /state
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requirements or insufficient proof that it was received 3 days or more before consummation

- Does not bear the same date as the Note
- APR not within the range of tolerances set by the federal regulatory agencies
- All prepaid finance charges charged to the borrower are not accurately reflected
- Escrow information does not match supporting documentation
- A breakdown from the Title Company or closing agent of seller/lender credits shown on Closing Disclosure was not included in the loan file

Common Prepaid Finance Charges

- Courier/wire/delivery/messenger fee
- Attorney/settlement/closing/escrow fee
- Copy fee
- Subordination/subordination agreement fee
- Attendance fee
- Service fee
- Assignment fee
- Condo Questionnaire fee
- Closing Protection Letter fee
- Document Preparation/Document Review fee in Texas to the Attorney

Note: This is not an all-inclusive list of prepaid finance charges; however, this is a list of charges that should be included that are frequently omitted.

NewRez reviews loans both pre and post-purchase to ensure compliance with applicable federal and state laws and regulations. A list of the pre-paid finance charges that NewRez requires to be included in the APR calculation can be found in on the [APR Finance Charge Matrix](#).

Note: This list is provided for information purposes only and may not be all-inclusive. Lenders are urged to consult with their own compliance or legal counsel for guidance.

NewRez considers the disclosure of the Finance Charge amount accurate if it is understated by no more than \$100 on a purchase loan or a loan that does not require rescission. On a loan with a

rescission, the tolerance is \$35, based on the foreclosure provision in Regulation Z (Section 1026.23 (h)(2)(i)).

In instances where the APR becomes overstated because a finance charge has been reduced, NewRez re-disclosure of the Closing Disclosure requirements are:

- If the APR decreases more than 1/8% due to a reduction in a finance charge (Rate, PMI, Origination Charges, Discount Points, etc.), then re-disclosure of the Closing Disclosure to the borrower is not required
- If the APR decreases more than 1/8% due to a change in terms (loan amount, term, loan product etc.), then re-disclosure of the Closing Disclosure to the borrower is required with new 3 day cool off period

Re-disclosure is required in instances where the APR increases by more than 1/8% as compared to the previously disclosed Closing Disclosure.

If a review of the loan file determines that certain fees were not disclosed as finance charges and the disclosure varies from the actual finance charges by more than the tolerances stated above, NewRez will require that the loan be remedied.

Purchase Transaction:

- The under-disclosed amount must be refunded to the borrower – a copy of the check to the borrower will be required
- A new copy of the Closing Disclosure disclosing the refund
- A copy of the letter to the borrower explaining the reason for the refund
- Proof of delivery of all above to the borrower – overnight carriers tracking information that confirms delivery or a USPS confirmation of receipt slip

Refinance Transaction:

- The under-disclosed amount must be refunded to the borrower – a copy of the check to the borrower will be required
 - A new copy of the Closing Disclosure disclosing the refund
 - Rescission must be reopened – provide a new Right to Cancel to each borrower
 - Wait three days or more after the borrower(s) receive the RTC, Corrected Closing Disclosure, and refund for the rescission period to end
 - A copy of the letter to the borrower explaining the reason for the refund
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- Proof of delivery of all above to the borrower – overnight carriers tracking information that confirms delivery or a USPS confirmation of receipt slip

Timing Requirements

The “specific” definition of business days includes all calendar days except Sunday and the legal national holidays (same as rescission).

“Specific” business days’ definition applies to all of the various timing requirements under the Rule including the following:

- Counting the seven (7) business day waiting period before consummation following provision of a Loan Estimate
- To determine the four (4) business days prior to consummation by which the consumer must receive a revised Loan Estimate
- To determine the three (3) business day waiting period before consummation of the Closing Disclosure

The “general” definition of a business day is defined as a day on which the creditor’s offices are open to the public for carrying out substantially all of its business functions.

“General” business days’ definition applies to all of the various timing requirements under the Rule including the following:

- Counting the three (3) business days from application to providing the original Loan Estimate
- Counting the three (3) business days from an event to provide a revised Loan Estimate or Closing Disclosure
- Counting the three (3) business day period for receipt of a Loan Estimate not delivered in person. Please refer to the RESPA-TILA Integrated Disclosure Timing Chart Matrix for additional guidance.

Waiver of Waiting Period

Although the Rule allows a waiver or modification of the three (3) business day waiting period after receipt of the Closing Disclosure, ***NewRez will not allow this practice.***

Who Must Receive

If the loan transaction is rescindable, the Closing Disclosure must be given separately to each consumer who has the right to rescind the transaction. In transactions that are not rescindable, the Closing Disclosure may be provided to any applicant with primary liability on the obligation.

Proof of Receipt/Delivery

Please refer to the RESPA-TILA Integrated Disclosure Timing Chart Matrix for additional guidance. Proof of delivery is required for all parties that receive the Closing Disclosure.

RIGHT OF REDEMPTION

Loans closed during the right of redemption period are eligible for purchase by NewRez. Please refer to Section 14 Collateral Audit and Funding for requirements.

SAFE ACT

All loans delivered to NewRez will be audited pre-purchase for licensing and registration compliance of the Mortgage Loan Originator (“MLO(s)”) as defined by applicable federal and state law.

Lenders must provide the following information on all loans:

- A completed initial 1003/65 signed and dated by the Mortgage Loan Originator (MLO)
- Provide the correct NMLS ID for both the Company and the Mortgage Loan Originator (MLO) who completed the application
 - NewRez requires the Main Company ID and not the Branch ID
- In the event there are multiple applications in the loan file signed by different Mortgage Loan Originators (MLO), a review will be conducted for each MLO

ABILITY TO REPAY – QUALIFIED MORTGAGES

NewRez will only purchase loans that meet the definition of a Qualified Mortgage with the exception of certain loans that are exempt from this rule (closed-end loans for investment or business purposes) and for “Smart” products.

The ATR-QM Rule applies to:

- Primary Residences
- Second Homes
- Investment Properties – (Business purpose exclusion by exception consideration only)

It is the responsibility of the Lender to review and comply with the final rules issued by the Consumer Financial Protection Bureau (CFPB) to implement the Dodd-Frank Act, including but not limited to ATR- QM, Truth-in-Lending Act (TILA), Equal Credit Opportunities Act (ECOA), HPML and HOEPA.

Lenders should consult with their own legal or compliance counsel to ensure that all loans comply with the CFPB rules and regulations.

The underwriter must determine a borrower’s repayment ability using verified documented information

with the following 8 underwriting considerations:

- Current or reasonably expected income and assets
- Current employment status
- Credit history
- Monthly payment for subject property
- Monthly payment for simultaneous mortgages
- Monthly payments for related expenses (taxes, MIP, insurance, HOA)
- Current debt obligations including alimony and child support
- Monthly debt-to-income ratio not to exceed 43%
- The QM Temporary Provision allows a higher DTI for loans eligible for sale to the GSEs and government insured transactions – Loans must meet Agency, FHA, VA and USDA guidelines as well as NewRez guidelines and overlays.

The Lender must:

- Ensure that loans are originated, underwritten and closed in accordance with the ATR-QM regulations as well as NewRez requirements
 - Evidence compliance with ATR-QM rules by ensuring that the underwriting documentation clearly identifies how income, liabilities and DTI were calculated (An example Ability to Repay Worksheet can be found in the Exhibit Section of the Lender Guide)
 - Ensure that the loan is underwritten and documented according to the AUS findings, NewRez and Agency, FHA, VA and USDA guidelines (according to product type)
 - A clear itemization of all fees and of all credits that indicate paid to and paid by are required on all loans (A specific form is not required; however, an example Fee Detail Worksheet can be found in the Exhibit Section of the Lender Guide)
 - Information to support any discount points deemed to be bona fide and subsequently excluded from the test – Calculations used to determine which points were bona fide and supporting documentation to show they were bona fide are required (example: rate sheet and rate lock agreement)
 - Bona fide discount points may be excluded as follows:
 - Up to two bona fide discount points if the interest rate before the discount points does not exceed the Average Prime Offer Rate (APOR) by more than 1%
 - Up to one bona fide discount point if the interest rate before the discount points does not exceed the Average Prime Offer Rate (APOR) by more than 2%
 - NewRez determines the reduction per point requirement to be
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considered bona fide discount point at .25 percent

All Agency loans must pass the QM Points and Fees Test as outlined below:

Effective for loans closed after January 1, 2018, the following QM Points and Fees Test applies:

Total Loan Amount	Points and Fees Threshold
Greater than or equal to \$105,158	3%
Greater than or equal to \$63,095 but less than \$105,158	\$3,155
Greater than or equal to \$21,032 but less than \$63,095	5%

Note: Cures to the QM points and fees test allowed subject to 1026.43(e)(3)(iii). Excess points and fees must be refunded to the borrower within 210 days. Proof of cure required through copy of check, corrective CD and proof of delivery.

NewRez's "Smart" products are not subject to the QM Points and Fees limits. They are subject to the HOEPA thresholds as well as any state specific thresholds that fall below the HOEPA limits.

Safe Harbor and Rebuttable Presumption of Compliance

NewRez will purchase Safe Harbor and Rebuttal Presumption QM loans as well as loans fitting into our Non Agency Guidelines ("Smart").

Qualified Mortgages can have two levels of liability protection. The level of protection is determined by comparing the loan's APR with the Average Prime Offer Rate (APOR) at the time that the interest rate was set with the borrower.

- Safe Harbor for General and Temporary QM loans – threshold aligns with the established HPML threshold of APOR plus 1.50 percent
- Safe Harbor for HUD QM loans – threshold is APOR plus the sum of the annual mortgage insurance premium and 1.15 percentage points
- Safe Harbor for VA loans must meet all of the following criteria
 - The loan being refinanced was originated at least 6 months before the new loan's closing date, and the veteran has not been more than 30 days past due during the 6 months preceding the new loans closing date
 - The recoupment period for all allowable fees and charges financed as part of the loan or paid at closing does not exceed 36 months
 - All other VA requirements for guaranteeing an IRRRL are met

- Rebuttable Presumption QM loans – loans exceeding the Safe Harbor thresholds above

EQUAL CREDIT OPPORTUNITY ACT (ECOA)

The Equal Credit Opportunity Act, Regulation B and similar federal and state laws, rules and regulations requires Lenders to promote the availability of credit to all creditworthy applicants without regard to race, color, religion, national origin, sex or sexual orientation, marital or familial status, or age (provided the applicant has the capacity to contract), source of income, disability, military status, to the fact that all or part of the applicant's income derives from a public assistance program; or to the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act or any state law upon which an exemption has been granted by the CFPB. Lenders are prohibited from engaging in practices that discriminate on the basis of any of these factors or any other prohibited basis.

Lenders are also required to collect information about the applicant's race and other personal characteristics and provide applicants with copies of appraisal reports and other valuations used in connections with credit transactions.

Fair Credit Report Act (FCRA)

FCRA imposes on Lenders certain duties as a user of consumer reports and furnisher of credit information to consumer reporting agencies (CRA). FCRA also regulates the collection, dissemination and use of consumer information, including consumer credit information. FCRA requires consumer reporting agencies to adopt reasonable procedures for handling consumer information in a manner which is fair and equitable to the consumer with regard to the confidentiality, accuracy, relevancy, and proper utilization of consumer reports.

The Fair and Accurate Credit Transactions Act (FACTA) of 2003 amended FCRA and was established to serve the following purposes: 1) enhance the ability of consumers to combat identity theft, 2) increase the accuracy of consumer reports and 3) allow consumers to exercise greater control regarding the type and amount of marketing solicitations they receive.

Lenders must comply with the Fair Credit Report Act regarding all provisions related to users of credit reports and furnishers of credit information to consumer reporting agencies, as applicable to its loan origination and servicing activities. In addition, Lenders must comply with all applicable state laws and regulations regarding various disclosures and other requirements relating to obtaining credit reports and using credit reports.

Privacy Policy

Lenders are required to comply with federal and state laws and regulations pertaining to the protection of customers' nonpublic personal information. In addition, Lenders are required to comply with applicable disclosure requirements related to the protection of customers' nonpublic personal information and information sharing with third parties on all financial products. Customer nonpublic personal information means any information that is not publicly available about the person and that provides personally identifiable financial information about the customer such as social security numbers, bank statements, payroll information, tax returns, etc. Failure to properly maintain the confidentiality of this information could subject Lenders to regulatory enforcement and private



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litigation. As a result, Lender's employees have a responsibility to ensure the confidentiality and security of all customers' nonpublic personal information in electronic and hardcopy form at the office, at home, and in public places.
