

## **South State Bank Processing Services Agreement**

This Processing Services Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between South State Bank, N.A. (“Processor”) located at 1101 First Street South, Winter Haven, FL 33880 and \_\_\_\_\_, (“Originator”), located at \_\_\_\_\_.

### **RECITALS**

**WHEREAS**, Originator is in the business of originating residential real estate mortgage loans (“Loans”) with consumers (“Borrowers”),

**WHEREAS**, Processor provides residential mortgage loan processing services through its third party origination (“TPO”) channel and desires to provide loan processing services to Originator as set forth below, and

**WHEREAS**, Originator desires to engage Processor to perform such services.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

### **1. DUTIES OF ORIGINATOR**

Originator shall perform the following services, as appropriate for the Loan type:

- (a) Meet with Borrower to discuss programs and rates;
- (b) Complete Loan application with Borrower;
- (c) Request and collect financial information (such as tax returns, bank statements, W-2s, pay stubs, and sales contracts) and other related documents that are part of the application process from Borrower;
- (d) Submit Loan application, financial information, and other relevant documentation through TPO web portal to Processor;
- (e) Make no misrepresentation or omission of information to Processor;
- (f) Communicate with borrowers to obtain and transmit all documentation requested by Processor;
- (g) Provide to Borrowers all documents Originator is required to provide under Applicable Requirements and comply with all other Applicable Requirements;
- (h) Review Loan application for completeness;
- (i) Request any additional documentation from Borrower required by Processor;
- (j) Request interest rate lock through TPO web portal. Originator shall be responsible for the interest rate lock and Originator’s compensation and shall indemnify and hold Processor harmless from any loss to Originator in connection with the interest rate lock or other Loan terms; and
- (k) Obtain payment from Borrower for credit report and appraisal and provide payment to Processor.

### **2. DUTIES OF PROCESSOR**

Processor may accept a Loan application for processing in its sole discretion. Within a reasonable time from receipt of a Loan application and the necessary complete financial information and other supporting documentation, Processor shall review and process the Loan application, which includes performing the following Services (collectively “Services”), as appropriate for the Loan type:

- (a) Consult with Originator’s loan officer regarding any agency guidelines for the specific Loan the Borrower is requesting;
- (b) Communicate with Originator loan officer regarding any issues which arise during Loan processing;
- (c) Communicate with Originator loan officer regarding items needed for Loan submission to underwriting;

- (d) Review and verify documents evidencing income, assets, source of funds and reserves;
- (e) Prepare all disclosures as required to comply with applicable federal and state laws and regulations and any applicable requirements of any governmental or quasi-governmental agency (collectively, "Applicable Requirements");
- (f) Issue all disclosures to Borrower for signing;
- (g) Order flood certifications;
- (h) Consult with Originator loan officer to obtain sales contract and other information necessary to order appraisal;
- (i) Order and perform all necessary verifications for submission to underwriting, including verifications of mortgage payments, verifications of address, verifications of rent and tax verifications;
- (j) Inform Originator of any conditional items needed to gain final loan approval for closing;
- (k) Submit loan through the automated underwriting system of the agency for the particular loan program. (Fannie Mae DU, Freddie Mac LP, USDA GUS, FHA TOTAL Scorecard, or VA through Fannie Mae or Freddie Mac AUS system);
- (l) Review conditions required by automated underwriting systems after receiving completed conditions from Originator;
- (m) Evaluate real property ownership information, including title insurance commitment insuring lender's valid lien position;
- (n) Verify loan-to-value and debt-to-income ratios;
- (o) Obtain documentation for closing, hazard insurance premium, taxes, and preliminary title;
- (p) Complete analysis of Loan and finalize Loan application processing;
- (q) Submit file to underwriting;
- (r) Consult with Originator loan officer to obtain underwriting conditions;
- (s) Resubmit conditions to underwriting for "clear to close" status;
- (t) Communicate with Originator loan officer to obtain preliminary closing disclosure, preliminary title commitment, hazard insurance, and tax information from Borrower and/or closing agent; and
- (u) Communicate with Originator loan officer to advise Borrower of any needed requirements for closing.

### **3. FEES FOR SERVICES**

Originator shall pay to Processor fees and other amounts due in accordance with Exhibit A to this Agreement which is attached hereto and incorporated herein by reference. The parties agree that Processor may change its fees upon thirty (30) days advance written notice to Originator. For closed Loans for which Processor provided services, the fees and other amounts due shall be paid to Processor from the Loan proceeds. For Loans which do not close, Originator shall pay Processor the fees and other amounts due within fifteen (15) days of the date of the invoice from Processor. All fees and other amounts due must be paid and disclosed in compliance with Applicable Requirements. Within fifteen (15) days of the date of an invoice from Processor, Originator shall reimburse Processor for third party expenses incurred in performing the Services, including, but not limited to, amounts due for credit reports, title reports, surveys, subordination agreements, verifications and delivery fees. This Section 3 shall survive termination of the Agreement.

### **4. CONFIDENTIAL INFORMATION PROTECTION**

Originator and Processor acknowledge that each will have access to confidential information of the other which may include, but is not limited to, trade secrets, business practices, products, customer lists and other proprietary information and confidential Borrower information, constituting "nonpublic personal information," as that term is defined in the Gramm-Leach-Bliley Act, Title V, and applicable regulations promulgated thereunder; as well as any other information obtained from the Discloser which is not known to the public ("Confidential Information"). For themselves, their agents, employees and other representatives, Originator and Processor agree to safeguard the Confidential Information as required by Applicable Requirements and not disclose any of the Confidential Information, directly or indirectly to any third party, unless such disclosure is to its attorney or pursuant to court order, other legal mandate or the written authorization of the other party to this Agreement or the authorization of the Borrower with regard to the Borrower's Confidential Information. Originator and Processor each agrees to use the same degree of care as it uses for its own confidential information of a similar nature in protecting the confidentiality of the Information disclosed to it, in order to avoid disclosure or use of the Information to persons other than those authorized under this Agreement to have

such Information. Each shall notify the other promptly in writing by notice to the above address if either becomes aware that Confidential Information, including nonpublic personal information has been disclosed or used in a manner not permitted by this Agreement or otherwise authorized or either party is asked to provide Confidential Information to any person.

Each party represents and warrants to the other that it has an information security program required under applicable law that incorporates physical, electronic, and procedural safeguards reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information that could result in substantial harm or inconvenience to borrowers.

Each party acknowledges that the other will be irreparably injured if either breaches any of its obligations under this Section 4 of the Agreement. Accordingly, each party is entitled to an injunction and specific enforcement of this Section 4 of the Agreement in addition to any other remedy available at law or in equity. This Section 4 shall survive termination of the Agreement.

## **5. TERMINATION AND NOTICE**

Either party may terminate this Agreement upon written notice to the other. The termination shall be effective immediately on the date of the notice. If the Processor has in its possession any of Originator's Borrowers' data, records, or other information, the Processor shall return such data, records, or other information upon termination or ensure secure disposal of such data, records, or other information. Written notifications shall be delivered to the address in the first paragraph of this Agreement. Either party may change the address for such notice by providing notice to the other party in accordance with this Section 5. Written notification may be satisfied by certified mail (return receipt requested), overnight mail, or personal delivery.

## **6. OWNERSHIP AND LICENSE**

Originator shall not represent that it is acting as an agent of Processor or utilize Processor's name, logo, trademark or other copy written material except to the extent that is specifically authorized to do so. The parties acknowledge and agree that Processor shall act as an independent contractor for Originator, the parties are separate entities, neither may bind the other, and they do not intend to create a partnership or joint venture by virtue of this Agreement.

## **7. TRANSFER**

Originator may not assign or transfer the Agreement. Processor may assign or transfer the Agreement in its sole discretion upon written notice to Originator.

## **8. GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with applicable federal law and the laws of the State of Florida.

## **9. INDEMNIFICATION AND LIMITATIONS ON LIABILITY**

Each party agrees to indemnify the other party from and against any and all claims, demands, liabilities, causes of action and expenses, including reasonable and actual attorney's fees, relating to or arising out of or in connection with such party's breach of any representation, and warranty or other term or provision of this Agreement. Each party agrees to indemnify, defend, protect and hold harmless the other, its officers, employees, affiliates, agents, successors and assigns from and against any and all claims, liabilities, actions, suits, proceedings, damages, losses, costs relating to, arising out of, connected with or resulting from the negligent acts, errors and omissions of the other party. The aggregate liability of Processor to Originator under this Agreement shall not exceed the aggregate amount of fees actually paid to Processor during the term of this Agreement. This Section 9 shall survive termination of the Agreement.

**10. NON-SOLICITATION**

The parties agree that neither shall solicit for employment or a contractual business arrangement, or employ or contract with the employees of the other during the term of this agreement and for one year after the date of termination of this Agreement. This Section 10 shall survive termination of the Agreement.

**11. NON-EXCLUSIVE**

This agreement is non-exclusive to either party.

**IN WITNESS WHEREOF**, each Party warrants that executing the Agreement does not violate any organizational document, law or order binding the entity. Each of the undersigned parties to this Agreement, duly executing in its name by a duly authorized officer, agrees to be bound to the terms and conditions of this Agreement.

Processor

Originator

**South State Bank, N.A.**

\_\_\_\_\_  
By: (signature)

\_\_\_\_\_  
By: (signature)

\_\_\_\_\_  
Name/ Title: (print)

\_\_\_\_\_  
Name/ Title: (print)

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

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

**EXHIBIT "A"**  
Loan Processing Agreement

Fees for Closed Loans:

Conventional / Conforming	\$495.00
Government - FHA, VA, USDA	\$550.00
FHA/VA Streamline (with or without appraisal)	\$550.00
Jumbo and Other Non-Conforming Loan	\$495.00

Fees for Loans That Do Not Close: Any out of pocket expenses incurred by Processor