

LDW Platinum Partners Programs – Terms and Conditions

Under the LDW Platinum Partners Program (the “**Program**” or “**PPP**”), LDW (a division of loanDepot.com, LLC (“**loanDepot**”)) offers certain benefits to LDW broker partners who satisfy specified loan quality and broker performance criteria. LDW broker partners may participate in the Program under the terms and conditions below.

Program Terms & Conditions

The following disclosures, terms, conditions, and restrictions apply to all Platinum Partner Program qualified participants (“**Broker**” or “**Participant**”):

1. Broker must have an existing and active mortgage broker/wholesale agreement with loanDepot throughout broker’s participation the Program. The Program is effective April 1, 2022 and applies prospectively from that date.
2. Broker is eligible for the Program if, during a given calendar quarter, the Broker satisfies the following criteria (“**Eligibility Criteria**”), as determined by loanDepot in its sole and absolute discretion:
 1. Broker submits a minimum of 15 funded units to loanDepot during the quarter. Loans are considered funded if they remain closed for at least 30 days after the funding date. Loans must satisfy all other requirements for loans brokered to loanDepot, in accordance with Broker’s wholesale agreement with loanDepot.
 2. Broker maintains at least a 75% application to fund ratio across all applications submitted to loanDepot during the quarter.
 3. Broker maintains at least a 75% lock to fund ratio across all applications submitted to loanDepot during the quarter.
 4. Broker is not present on LDW’s “Early Payoff Broker List” during the previous quarter
3. A Broker who satisfies the Eligibility Criteria in one quarter will receive Program benefits (“**Program Benefits**”), as determined by loanDepot, during the following quarter. The Program Benefits are intended to reflect value that Brokers provide to loanDepot for meeting the Eligibility Criteria. The Program Benefits may include:
 1. Program Emblem for marketing purposes: for use during the quarter, subject to restrictions described below.
 2. Program Qualification Social Media Asset for marketing purposes: for use in social media during the quarter, subject to restrictions described further below.
 3. Program Qualification Award: A one time award for satisfying the Eligibility Criteria during a given quarter.
 4. Program Welcome Swag Package (provided only once during Program participation).

5. No Fault EPO Waiver: A waiver of Broker's wholesale contract early payoff repurchase obligation for any early payoff loan that is funded during the current or prior quarter.
 6. Free 3-day Lock Extension at Final Approval for loans scheduled to be funded during the quarter.
 7. Ability to opt-in to automated marketing to borrowers with loanDepot loans originated by Broker and/or marketing opportunity notifications relating to borrowers with loanDepot loans originated by Broker (subject to certain restrictions on information usage and borrower communications).
4. Eligibility is measured by calendar quarter (January 1 to March 31; April 1 to June 30; July 1 to August 31; September 1 to December 31). Except for the Program Welcome Swag Package, in order to receive Program Benefits, Broker must continue to satisfy the Eligibility Criteria. For example, if Broker meets the Eligibility Criteria during Quarter 1 and Quarter 4, Broker will receive Program Benefits during Quarter 2 but not Quarter 3 or Quarter 4. If Broker meets Eligibility Criteria during Quarter 1 and Quarter 2 but not Quarter 3, Broker will receive Program Benefits during Quarter 2 and Quarter 3 but not Quarter 4. The Program Welcome Swag Package will only be provided once during a Broker's eligibility for the Program, regardless of the number of quarters for which a Broker is eligible.
1. Program Benefits described in Sections 3(a) – (d) above will be provided automatically by LDW once a Broker satisfies the Eligibility Criteria.
 2. Broker must request fulfillment for Program Benefits described in Sections 3(e) – (g) by contacting Broker's LDW Account Executive and sending an email to marketing@ldwholesale.com.
5. LDW will notify Broker of Broker's eligibility once during the first calendar week of each quarter. The LDW Marketing team will manage all program benefit fulfillment and on-going program qualification communications.
6. Broker may only use the loanDepot Wholesale Platinum Partners Program emblem and any Program Qualification Social Media Asset (collectively, the "**Marketing IP**") for marketing purposes and only during a quarter after Broker has met Program Eligibility Criteria, as described in Sections 3 and 4 above. Broker must not use the Marketing IP in any other quarter. Additionally, Broker cannot use any Marketing IP in any manner that is scandalous, libelous, obscene, disparaging, or otherwise contrary to applicable law. Broker agrees loanDepot may not have an adequate remedy at law for a breach of this Section 5 of the Program terms and conditions, that a breach of this term would not be easily measured and compensated in damages, and that loanDepot may pursue injunction relief, in addition to any other form of relief available to loanDepot.
7. To the extent loanDepot shares with Broker borrower information in connection with the Program Benefits, Broker will comply with all federal and state privacy and data protection laws, rules, and regulations, including without limitation, Title V of the United States Gramm-Leach-Bliley Act (15 U.S.C. Section 6801 et seq.) ("GLBA"), California Assembly Bill 1386, Senate Bill 1 and the California Consumer Privacy Act AB 375 ("CCPA"), and 23 NYCRR 500, as applicable to the information disclosed ("Privacy Laws"). Broker shall maintain the confidentiality of all borrower data in accordance with Privacy Laws and Broker's existing wholesale/broker agreement with loanDepot.



WHOLESALE / CORRESPONDENT
NMLS#174457

8. Tax laws may require loanDepot to issue Broker a 1099-MISC or 1099 form in connection with Program Benefits. loanDepot may also be required to report the benefits provided to Broker under the Program to the Internal Revenue Service. Broker should consult a tax advisor.
9. Broker participation in the Program is optional and is not required to broker loans to loanDepot.
10. loanDepot and LDW reserves the right to rescind or modify the terms and conditions of the Program at any time and without prior notice.

Program questions can be directed to PlatinumPartners@LDWholesale.com.

Social Media Usage Notice

By downloading the loanDepot Wholesale Platinum Partners Program emblem, you agree to only use the emblem for marketing purposes during quarters in which your company qualifies for the Platinum Partners Program. Use of the loanDepot Wholesale Platinum Partners Program emblem is further subject to program terms and conditions, available [here](#).