

## **Financial Services Agreement**

As an express condition to Nationwide Commercial Funding, Inc. agreeing to accept and proceed with processing your loan application, you hereby expressly agree to the following:

We carefully screen transactions prior to third party reports being engaged, and in the cases where our lenders engage third party reports, they also thoroughly screen all transactions for eligibility prior to doing so. Once third party reports have been engaged, however, lender and third party report fees are non-refundable. If for any reason your loan is not approved, we will return to you copies of any appraisal, inspections, and all other reports in our possession.

You acknowledge and agree that the time frames and decisions of underwriters are outside the control of Nationwide Commercial Funding, Inc. and that although oral and/or written quotes were provided, there are no guaranties regarding specific rates, terms, time frames, or any loan being approved or closed; that NO rates, terms or approvals are considered final until the loan is finalized and funded by the lender; and that this Agreement supersedes any oral agreements. YOU AGREE TO INDEMNIFY AND HOLD NATIONWIDE COMMERCIAL FUNDING, INC., ITS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, INCLUDING, BUT NOT LIMITED TO LIBERTY FUNDING, LC, INVESTORS MORTGAGE SERVICES, LC, AND MARDESICH MANAGEMENT, INC., LEGALLY HARMLESS FROM ANY LIABILITY, LOSS, EXPENSE, FEES OR DAMAGES WHATSOEVER DUE TO DELAYS, CHANGES, OR IF FOR ANY REASON A LOAN DOES NOT CLOSE, AND THAT THE ONLY LIABILITY THEY ARE UNDER IS THE POSSIBILITY OF NOT BEING COMPENSATED IF A LOAN DOES NOT CLOSE. You agree that in any litigation or action arising out of or related to this Agreement or your relationship with Nationwide Commercial Funding, Inc. that you will pay all of Nationwide Commercial Funding, Inc.'s reasonable attorney's fees, costs and expert witness fees if Nationwide Commercial Funding, Inc. is the prevailing party. You also agree that this Financial Services Agreement applies to any loans you may process with us now or in the future, and is governed by the laws of the State of Utah in all respects, and consent to jurisdiction and venue in the courts of Utah County, Utah. YOU AGREE THAT ANY LAWSUIT THAT MAY ARISE SHALL ONLY BE BROUGHT IN THE COURTS OF UTAH COUNTY, UTAH AND IN NO OTHER COURT OR FORUM, AND THE COURTS OF UTAH COUNTY, UTAH SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUCH LAWSUIT.

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_