

RESIDENTIAL MORTGAGE BROKER AGREEMENT

This Residential Mortgage Broker Agreement (the "Agreement") is entered into this ____ day of _____ 20____, by and between FundLoans Capital dba FundLoans ("FundLoans" or "Lender"), having its principal place of business at 662 Encinitas Boulevard, Suite 270, Encinitas, CA 92024 and _____ ("Broker"), having its principal place of business at _____.

RECITALS

WHEREAS, Broker is a duly licensed mortgage broker engaged in the business of originating one-to-four family residential mortgage loans for brokering to wholesale lenders.

WHEREAS, FundLoans and Broker wish to establish a non-exclusive relationship whereby Broker will, from time to time, submit to FundLoans for underwriting and funding by FundLoans, mortgage loans that meet the Mortgage Broker program requirements for those mortgage loan programs offered by FundLoans.

WHEREAS, Broker wishes to submit such loans to FundLoans, and FundLoans agrees to review, underwrite, and approve such loans, in accordance with and subject to the terms, conditions, and warranties provided herein.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

GENERAL

1.1 Definitions

1.1.1 "Applicable Law" means, without limitation, any federal, state, or local law, rule, act, regulation, and interpreting comments, opinions, or rulings, as amended, including without limitation, applicable law for any governmental body or agency granting a license or authority to originate Loans, and applicable loan program guidelines as amended from time to time, whether issued by a government agency, quasi-governmental agency, GSE, investor, or FundLoans.

1.1.2 "Applicant" means the person or persons who submit an Application to Broker that Broker subsequently submits to FundLoans and who, if FundLoans agrees to fund the Mortgage Loan, will be liable to FundLoans as the borrower on the Note upon closing.

1.1.3 "Application" means a completed credit application for a Mortgage Loan, the terms and conditions of which FundLoans shall specify and provide to Broker, including, without limitation, terms and conditions relating to the principal amount, credit terms, rates, security, and other requirements. "Broker" means an entity that submits a Mortgage Loan Package to FundLoans for underwriting and funding.

1.1.4 “Loan” means one-to-four, single family, residential first and second lien mortgage loan(s). “Mortgage Loan Package” means, without limitation, the Applicant’s Loan application and all the documents, information, and reports necessary and required by FundLoans to determine both an Applicant’s eligibility for and ability to repay a Loan prior to making a decision whether to approve a Loan and any documents, information, and reports necessary for FundLoans to fund a Loan in accordance with FundLoans’ then existing Mortgage Broker program requirements, as may be amended from time to time.

1.1.5 “Underwrite” or “Underwriting” means the examination of an Applicant’s application, credit history, financial resources, and other pertinent documentation from the Mortgage Loan Package for the purpose of determining whether to extend credit to the Applicant. “Mortgage Broker program requirements” means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards, or any other requirements of FundLoans (as amended from time to time) in determining whether to accept, approve, underwrite, or fund a Loan, that are in effect at the time each Mortgage Loan package is submitted to FundLoans.

1.2 Broker Responsibilities

With respect to each Loan submitted by Broker to FundLoans for underwriting, approval, funding, or purchase Broker shall furnish to FundLoans, at Broker’s expense, such credit data, financial statements, appraisals, real estate information, and such additional items as FundLoans may from time to time require prior to making a decision on whether to fund a Loan. Further, Broker agrees to perform such other functions as FundLoans may require from time to time, including:

1.2.1 Undertake all personal interviews with Applicant and assist Applicant in filling out the Loan application(s);

1.2.2 Have and maintain ongoing contact with Applicant from the time of application until closing;

1.2.3 Educate and assist Applicant in understanding the home buying and financing process, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;

1.2.4 Provide to Applicant such additional disclosures as are required to be provided by Broker, FundLoans, and/or additional law, including, without limitation, disclosures required by FundLoans or Applicable Law in connection with fees and charges, including mortgage insurance and broker compensation, disclosures required by federal, state, or local truth-in-lending laws, disclosures required by Applicable Law that govern and regulate mortgage broker conduct, and disclosures related to the risks of certain loans to Applicant;

1.2.5 Gather all information and documentation needed to complete the Loan application including all information required by Applicable Law;

- 1.2.6 Collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- 1.2.7 Assist Applicant in identifying potential credit problems and obtaining letters of explanation;
- 1.2.8 Keep Applicant apprised of the status of Applicant's application and communicate any changes in the Loan terms within a reasonable timeframe and in compliance with Applicable Laws;
- 1.2.9 Maintain regular contact with Applicant, real estate agents, and FundLoans, as needed to timely complete the Loan transaction or as required by Applicable Law from time of application to closing;
- 1.2.10 Order the property appraisal in compliance with the Appraisal Independence Requirements (AIR) and federal loan program guidelines (as applicable); and,
- 1.2.11 Perform any other service as FundLoans may from time to time reasonably request.

1.3 Mortgage Loan Packages

Broker shall be responsible for the accurate preparation and execution of a complete Mortgage Loan Package on each Loan request submitted to FundLoans for underwriting and funding. Each Mortgage Loan Package shall include, but is not necessarily limited to, those items listed below:

- 1.3.1 Completed Loan application (Form 1003) signed by Applicant and all disclosures as required by Applicable Law;
- 1.3.2 Supporting credit information;
- 1.3.3 All supporting documentation required by the applicable loan program, including, without limitation, verifications of credit, employment, deposits, mortgage payment history, and financial statements;
- 1.3.4 Copies of all disclosures and information required to be provided to Applicant by this Agreement, the applicable loan program, or Applicable law, including timely re-disclosure as required by Applicable Law;
- 1.3.5 All other supporting information necessary to substantiate borrower's qualifications for the Loan; and,
- 1.3.6 Such other documents as FundLoans may from time to time reasonably request.

1.4 Licenses, Fidelity Bond, Errors and Omissions Insurance Policy and Surety Bond

Broker shall annually provide to FundLoans copies of its licenses and qualifications to conduct business in each state for which Broker originates Loans, updated financial statements, and proof of any errors and omissions insurance or bond coverage as may be required by FundLoans.

1.5 Additional Duties

1.5.1 If Broker contracts out for services through a third-party service, such as contract processing, then Broker is ultimately responsible for action, errors and omissions of contract processor's actions relative to the loan file, loan documents, and the Applicant.

1.5.2 Broker has no authority to obligate, commit, or bind Lender to any agreement for any purpose without Lender's prior written consent, and Broker shall not represent or warrant to any Applicant that Lender has finally approved, or will approve or Close, any Mortgage Loan until Lender so notifies Broker in writing.

1.5.3 Broker warrants that it understands the distinction between an "application" and an "inquiry" within the meaning of HMDA and ECOA, and that, unless otherwise set forth in this Agreement, or unless notified by Lender, it is responsible for complying with the recordkeeping and disclosure requirements of those laws, and applicable rules and regulations, with respect to "applications" that it receives. Broker shall timely notify Lender of all "applications" that it has placed with Lender. Broker shall be responsible for determining if an Application is "incomplete" or has been "withdrawn" as those terms are construed under HMDA and ECOA and shall timely apprise Lender of these decisions. In such circumstances, Broker will complete and send the appropriate notice to Applicant in accordance with ECOA and all Applicable Law, with a copy to Lender. In the event that Lender decides that it will not approve a particular Mortgage Loan submitted by Broker, Lender will not deliver to any applicant an "Adverse Action" notice. Rather, Lender shall deliver a completed Adverse Action notice to Broker specifying the reasons Lender has declined to close the Mortgage Loan. Broker shall then send the Adverse Action notice to Applicant in compliance with ECOA and any other applicable federal, state, and/or local laws.

1.5.4 Broker shall promptly notify Lender if: (a) any substantial change in the ownership, financial condition, or management of Broker occurs, within thirty (30) days of change; (b) Broker relocates their office(s) within fifteen (15) days of change; (c) Broker knows or has reason to believe that any information in any Application or other document delivered to Lender is, or becomes, untrue or fails to state any material fact immediately after learning such fact; or (d) any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker, its owners, directors, officers, or employees.

1.5.5 Broker shall execute and deliver all such instruments and take all such actions as Lender may reasonably request from time to time in order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, Broker shall cooperate with Lender with respect to submitted Mortgage Loans after Closing, if Lender requests Broker's assistance with a non-performing or defaulted Mortgage Loan.

ARTICLE 2

UNDERWRITING, LOAN APPROVAL, AND FUNDING

2.1 Underwriting the Loans

Upon receipt from Broker of a complete Mortgage Loan Package, in its sole and absolute discretion, FundLoans may underwrite and approve or deny a Loan based on FundLoans' then current guidelines or requirements applicable to the type of Loan being sought, as the same may be amended by FundLoans from time to time. FundLoans and Broker agree that FundLoans may conclusively rely on all information, documents, and reports contained in the Mortgage Loan Package supplied to it and submitted by Broker and the authenticity and accuracy contained therein. FundLoans' failure to conduct an independent investigation with respect to the Mortgage Loan Package shall not affect or modify the representations and warranties made by the Broker herein or the rights and remedies available to FundLoans under this Agreement for a breach thereof. Broker is solely responsible for the authenticity and accuracy of all information, documents, and reports contained in the Mortgage Loan Package.

2.2 No Liability

FundLoans shall have no liability to Broker for FundLoans' failure to underwrite any Loan in accordance with applicable guidelines except to the extent that such failure constitutes willful misconduct by FundLoans. Lender shall have no liability for any delays in determining whether a Mortgage Loan meets its underwriting standards.

2.3 Approval of Loans by FundLoans

If FundLoans, in its sole and absolute discretion, approves a Mortgage Loan Package, FundLoans shall issue an approval setting forth the conditions upon which FundLoans shall fund the subject Loan, along with the expiration date of the approval (the "Loan Approval"). FundLoans shall have no obligation to fund any Loan that does not, in FundLoans' sole discretion, comply with the terms of this Agreement, or the related Loan Approval. Notwithstanding anything to the contrary in this Agreement, FundLoans shall have no obligation to accept, approve, or fund any Loan submitted to it by Broker. Broker and FundLoans expressly agree and acknowledge that Broker shall have no right, power, or authority, express or implied, to approve a Loan application, orally or in writing, on behalf of FundLoans or to issue to Applicant any type of commitment to loan funds on behalf of FundLoans or to represent to any person that FundLoans has approved or will approve any Mortgage Loan Package or that FundLoans has issued or will issue a binding commitment to fund any Mortgage Loan Package.

2.4 No Table Funding

Broker understands that FundLoans does not "table fund" loans (defined as where the closing documents are prepared by FundLoans or a third party in the name of Broker with the settlement funds provided by FundLoans) where prohibited by Applicable Law and Broker agrees not to submit table funded loans to FundLoans where prohibited Applicable Law.

ARTICLE 3

WARRANTIES AND REPRESENTATIONS OF BROKER

3.1 Warranties and Representations Regarding the Broker

Broker represents, warrants, and covenants to FundLoans that, with respect to itself, including each office or branch operated by Broker and any of its owners, directors, officers, employees, agents, independent contractors, licensees, or other personnel originating Loans under Broker's license to originate Loans and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

3.1.1 Broker is and shall continue to be a duly organized and validly existing entity and that it is in good standing under the applicable law of the state of its organization.

3.1.2 Broker is duly licensed, registered, or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. Broker shall maintain such licenses, registrations, and/or approvals in good standing throughout the term of this Agreement. Broker is in full compliance with the Secure and Fair Enforcement for Mortgage Licensing Act, 12 U.S.C. §§ 5101 et seq., to the extent applicable. Broker has obtained and shall maintain in good standing all lender's and/or broker's licenses to originate first and/or subordinate lien residential mortgage loans, filings, permits, foreign qualifications, business licenses, and other licenses as may be required by applicable federal, state, or local laws, rules, or regulations. Broker has obtained and shall maintain in good standing all licenses necessary to broker loans to FundLoans in the jurisdictions in which the property securing a Loan is located.

3.1.3 Broker shall immediately notify FundLoans if any license, registration, or approval is not renewed or is suspended, terminated, or cancelled for any reason or if Broker fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.

3.1.4 Broker shall immediately notify FundLoans if any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker or its owners, directors, officers, employees, or agents, including any formal or informal administrative or judicial action.

3.1.5 Broker has the requisite power and authority to execute and deliver this Agreement, and to originate Loans in accordance herewith, and Broker will have done all acts necessary to approve the execution and delivery of this Agreement.

3.1.6 Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, shall conflict with, result in a breach of, or constitute a default under any of Broker's organizational documents or any instrument or agreement to which Broker is a party, or by which or its properties may be bound, nor be in any violation of any law, rule, regulation, governmental decree, order, or ruling as to which Broker may be bound.

3.1.7 No consent, waiver, or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity, or enforcement of this Agreement or any other agreement, instrument, or document to be executed or delivered in connection herewith or pursuant hereto.

3.1.8 There is no pending or threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation against Broker or its current or former owners, officers, directors, employees, representatives, or agents that would prevent the execution, delivery, and performance by Broker of its obligations under this Agreement or which could have a material adverse effect upon Broker's business, assets, financial condition, or reputation, or upon any Mortgage Loan Package submitted to FundLoans.

3.1.9 Broker is not a party to, bound by, or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order, or regulation of any court, regulatory body, administrative agency, or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Broker to perform its obligations under this Agreement.

3.1.10 Broker has not entered into any agreement, commitment, or understanding and has no current plans to enter into any agreement, commitment, or understanding to merge with or into, or sell substantially all of its assets to, any other person or entity or dissolve, liquidate, or otherwise terminate its corporate rights, existence, or franchise.

3.1.11 This Agreement, when duly executed by the Broker and FundLoans, shall represent a legal, valid, and binding obligation of the Broker, enforceable against the Broker, including its officers, directors, employees, representative, and agents according to its terms.

3.1.12 All information, reports, or other documents submitted by Broker to FundLoans in connection with FundLoans' review and approval of Broker continues to be true, correct, and accurate and no such information, reports, or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

3.1.13 To the best of Broker's knowledge, with a duty of reasonable investigation, no representation, warranty, or written statement made by Broker in connection with this Agreement or in any document submitted to FundLoans in connection with the transactions contemplated hereby by Broker contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading, irrespective of whether Broker has no prior knowledge of an untrue statement of material fact or omission of a material fact.

3.1.14 Broker shall make prompt, timely, full, accurate, and truthful disclosures to FundLoans of all facts, information, and documentation of which Broker may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, security, or enforceability of any Loans submitted to FundLoans hereunder, including all facts, information, and documentation relating to any disputes, proceedings, litigation, or governmental action threatened, anticipated, or pending respecting the Applicant, the

property, or Loans, as well as all facts, information, and documentation relating to the Applicant, their creditworthiness, or the value or condition of the property.

3.1.15 Broker shall not use FundLoans' name, trademarks, or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials without the express prior written consent of FundLoans.

3.1.16 Broker has entered into a written origination agreement with each Applicant if required by Applicable Law and disclosed all information to Applicant as required by Applicable Law, including all compensation to be paid to Broker.

3.1.17 Each loan originator employed by or affiliated with Broker is properly qualified, licensed, or registered as required by Applicable Law to transact business in each state where property securing a Loan is located, and Broker and its loan originators have complied with all mortgage loan originator laws and regulations, including but not limited to Regulation Z, the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), and its implementing regulations. Broker and its loan originators have complied with all loan originator compensation requirements under Regulation Z and Dodd-Frank, and which FundLoans may publish from time to time.

3.1.18 Broker and each loan originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state, and local laws, ordinances, regulations, and any federal interagency, or state guidelines applicable to it and the operation of its business, including but not limited to RESPA, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act, and all regulations and interpretive rulings promulgated under each such law, as each may be amended from time to time.

3.1.19 Broker agrees to notify FundLoans, in writing, of the termination or resignation of any loan originator employed or working on behalf of Broker within ten (10) days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates Applicable Law.

3.2 Warranties and Representations Regarding Each Loan

Broker represents, warrants, and covenants to FundLoans that the following are true and correct with respect to each Loan as of the date FundLoans approves and funds such Loan:

3.2.1 Broker warrants that it employed commercially reasonable methods to confirm the identity of the Applicants and obtained written verification (*i.e.*, driver's license or passport) of such Applicant's identity to verify the Applicant's identity. With respect to each Loan and the related Applicant, Broker shall comply with Title V of the Gramm-Leach-Bliley Act of 1999, as amended, and all applicable regulations promulgated thereunder, and shall provide all notices required thereunder or any applicable state privacy laws.

3.2.2 Broker shall obtain authorization from each Applicant to investigate Applicant's credit and shall obtain accurate and reliable credit reports from credit reporting agencies, at Broker's cost and expense.

3.2.3 Broker warrants that all Mortgage Loan Packages have been fully investigated by Broker. Broker further warrants that all representations contained in the Loan application and Mortgage Loan Package are true and correct and meet the requirements and specifications of this Agreement and FundLoans' eligibility criteria to the best of Broker's knowledge on the basis of the investigation required by this Section 3.2.3.

3.2.4 To the best of Broker's knowledge, with a duty of reasonable investigation, all information, reports, or documents submitted by Broker to FundLoans in connection with any Mortgage Loan Package or pursuant to this Agreement are in every respect valid and genuine, being on their face what they purport to be, true, correct, and accurate and all signatures are the true signatures of the appropriate Applicant to the best of Broker's knowledge. No information, reports, or documents submitted by Broker to FundLoans in connection with any Mortgage Loan Package contain any untrue statement of fact or omits to state a fact necessary to otherwise make the statements contained therein misleading, regardless of whether the document was prepared by the Broker, Applicant, or appraiser.

3.2.5 The Mortgage Loan Package with respect to each Mortgage Loan contains an appraisal of the related mortgage property made and signed prior to the approval of the application for such Mortgage Loan. Broker will order the property appraisal included in the Mortgage Loan Package in accordance with FundLoans' appraisal guidelines and through FundLoans approved AMCs. The appraisal included in each Mortgage Loan Package accurately represents the value of the property and was conducted by a qualified and licensed real estate appraiser (excluding any "trainee" appraiser) approved by FundLoans. Acceptance of a transferred appraisal, or any appraisal completed prior to submission of the Mortgage Loan Package to FundLoans will be at the sole discretion of FundLoans.

3.2.6 To the best of Broker's knowledge, no omission, misrepresentation, negligence, fraud, or similar occurrence with respect to a Loan, including, without limitation, the related documentation has taken place on the part of any person, including, without limitation, the Broker, the Applicant, any appraiser, any builder or developer, any real estate agent, or any other party involved on the origination of the Loan or in the application of any insurance in relation to such Loan.

3.2.7 The Loan has been originated in accordance with the Mortgage Broker program requirements set forth by FundLoans and all documents submitted by Broker in connection with any Mortgage Loan Package comply in all respects with the terms and conditions of this Agreement.

3.2.8 No funds (including, without limitation, the down payment or any future monthly payments under the related Note) have been advanced by the Broker, a broker, or a third party on behalf of the Applicant or any other obligor in connection with such Loan; and all costs, fees, and expenses incurred in originating such Loan have been paid in full. To the best of Broker's knowledge, any and all funds advanced to pay costs, fees, and expenses in

connection with such Loan came from the Applicant, unless otherwise submitted to FundLoans in writing and approved by FundLoans prior to the date of Loan approval.

3.2.9 There are no agreements or promises, either oral or written, between Broker and the Applicant pertaining to such Loan, other than those submitted to FundLoans in writing and approved by FundLoans prior to the date of Loan approval.

3.2.10 Broker may negotiate with and receive from the Applicant, payable at the time of closing, a reasonable fee for its services, including taking the Loan application and additional services performed, provided such fees are allowed by Applicable Law and are reasonably related to the reasonable value of the services provided by Broker to the Applicant. FundLoans shall disclose all fees, including lender-paid compensation, on the Loan Estimate in accordance with Applicable Law. Such fees shall also be disclosed on the Closing Disclosure and shall be collected at closing and remitted to Broker. In no case shall Broker receive compensation from both the Applicant and FundLoans. Broker also warrants that the Loan was not originated by anyone else other than the Broker. Broker compensation will be determined in accordance with the terms of the Broker Compensation Addendum to this Agreement effective as of the date of the relevant Application.

3.2.11 Broker shall include in their submission documentation all amounts Broker will charge Applicant or earn in connection with the Loan, including any lender-paid compensation. Notwithstanding anything to the contrary contained herein, Broker shall not upcharge any Applicant in excess of the actual charge and shall not charge any amount that exceeds the applicable pricing policy, as published by FundLoans from time to time, and such amount must be set forth on the Loan Estimate or otherwise shown to have been properly disclosed to Applicant in compliance with Applicable Law. No Applicant was charged "points and fees" (whether or not financed) in any amount greater than any "points and fees" threshold as defined in the Truth-in-Lending Act ("TILA") or any other Applicable Law. All points and fees related to each Loan are accurately described and disclosed to Applicant. "Points and fees" shall have the meaning as defined in TILA or Applicable Law.

3.2.12 All fees paid to Broker, whether by Lender or Applicant, are reasonably related to the value of goods or facilities actually furnished or services actually delivered by Broker. Broker has performed services of a type and in the quantity required under Applicable Law to receive such compensation. Broker has disclosed, and shall disclose, such compensation to the Applicant for each Mortgage Loan where such compensation is paid or is expected to be paid, pursuant to Applicable Law, unless FundLoans has provided Applicant such disclosures on Broker's behalf. No fees of any kind, other than a reasonable credit report fee not exceeding the actual cost of the credit report, have been charged to or collected from Applicant by Broker, or any employee or agent of Broker, prior to the Applicant's receipt of the initial disclosures from Lender, as required under Regulation Z and Regulation X.

3.2.13 The Loan does not constitute a high cost mortgage as defined by Section 32 of TILA and does not exceed any high cost "points and fees threshold" or high cost "APR or Rate threshold" as defined in TILA or in any applicable federal, state, or local law.

3.2.14 The Loan was not originated through the use of predatory lending practices or in violation of any federal, state, or local predatory lending law or fair lending law, regardless of the name of the law. The Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae's Selling Guide or Freddie Mac's Seller/Servicer Guide.

3.2.15 No action has been taken or failed to be taken, no event has occurred and no state of facts exists or has existed that has resulted or will result in an exclusion from, denial of, or defense to coverage under any mortgage insurance policy, if applicable, whether arising out of actions, representation, errors, omissions, negligence, or fraud of Broker, the Applicant, or any party involved in the application for such coverage or the origination of the Loan or related documents, including the appraisal, plans, and specifications, and other exhibits or any other document, or for any other reason under such coverage.

3.2.16 Broker has complied with the fair lending requirements of the FHA and all regulations promulgated pursuant thereto and with all other applicable federal, state, and local laws, rules, and regulations pertaining to fair lending. With respect to each Applicant, Broker has not discriminated in the provision of or in the availability of financial assistance because of the consideration of: (A) trends, characteristics, or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless Broker can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or (B) race, color, religion, sex, handicap, marital status, domestic partnership, national origin, or ancestry. Further, with respect to each Applicant, Broker has not considered the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation, or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

3.2.17 If the Loan is a conventional conforming loan, it has been originated in conformance with all applicable FundLoans requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated in compliance with investor guidelines and is an investment quality Loan suitable for sale on the secondary market to a secondary market investor.

3.2.18 As originated, the Loan complies with Applicable Law in all respects including, but not limited to, RESPA, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act, including the Truth-in-Lending and Equal Credit Opportunity Acts, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm-Leach-Bliley Act, the Home Valuation Code of Conduct and applicable law governing fraud, lack of consideration, unconscionability, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing of mortgage brokers, lenders, and loan officers, and mortgage insurance applicable to the Loan, including, without limitation, the origination, servicing, and collection thereof. The Loan is not subject to the Federal Trade Commission's "Preservation of Consumer's Claims and Defenses Rule", 16 C.F.R. part 433.

3.2.19 Broker has complied with the anti-steering provisions of Regulation Z, 12 C.F.R. § 1026.36, and the related Official Staff Commentary and any amendments thereto. Broker presented Applicant with sufficient information to satisfy the safe harbor (anti-steering) provision which includes Mortgage Loan options for each type of transaction in which Applicant expressed an interest and the Mortgage Loan options included a Mortgage Loan with the lowest interest rate, a Mortgage Loan with the lowest interest rate and which does not contain any risky features, and a Mortgage Loan with the lowest total dollar amount of origination points/fees and discount points. No Applicant was encouraged or required to select a loan product offered by the Broker which is a higher cost product designed for a less creditworthy Applicant, taking into account such facts as, without limitation, the loan product requirements and the Applicant's credit history, income, assets, and liabilities. Any Applicant who sought financing through a Broker's higher-priced subprime or Alt-A lending channel was directed to the Broker's standard loan products if the Applicant was able to qualify for one of the standard loan products. Broker and its loan originators have complied with all anti-steering rules and regulations, including but not limited to Regulation Z, Dodd-Frank, and its implementing regulations, and all of FundLoans' requirements regarding the same as it may publish from time to time.

3.2.20 The Loan was not originated by a person other than Broker (commonly referred to as a "third party origination" or "TPO"). For the purposes of this subsection "originated by a person other than Broker" shall mean that any or all of the following conditions exist: (i) the Loan application was taken by; or (ii) documents evidencing the creditworthiness of the Loan were collected by; or (iii) the appraisal of the property was obtained by; or (iv) the Loan was originated by, or in the name of, a person other than Broker or other than a person in the direct and principal employment of Broker. There is no agreement between Broker or other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment and no payment of such referral fee, rebate, bonus, kickback, or other payment has been or will be made to any person, including, but not limited to, the Applicant or Broker. No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a person other than Broker who will directly or indirectly receive any fee or compensation from Broker.

3.2.21 Insurance refunds or credits of any kind whatsoever, for insurance of any kind sold by Broker in conjunction with a Loan, shall be the sole responsibility of the Broker in the event of prepayment of such Loan, cancellation of insurance, or any other event requiring refunding or crediting of unearned insurance premiums. In the event FundLoans is required to pay or credit Applicant in connection with the cancellation of such insurance, Broker shall pay to FundLoans, from Broker's own funds, any required insurance premium rebate resulting from the prepayment, cancellation, refinancing, or other termination of any Loan. Upon such payment FundLoans shall assign in writing any rights it had to require that the insurer reimburse user for any rebate made to Applicant.

3.2.22 Within forty-eight (48) hours of receipt by Broker, Broker shall forward to FundLoans all communications, inquiries, and remittances which Broker may receive with reference to the Loan. Broker shall promptly provide such other information as FundLoans may reasonably request.

3.2.23 To the best of Broker's knowledge, with a duty of reasonable investigation, all representations and warranties made by Broker with respect to the Loan are true and correct.

3.2.24 Except as otherwise disclosed to Lender and approved by Lender in writing prior to Closing, Broker does not have, and shall not have, any direct or indirect ownership interest, or any familial relationship interest, in any Mortgaged Property intended to secure a proposed Mortgage Loan.

ARTICLE 4

REMEDIES

4.1 Repurchase and Indemnification

Upon the occurrence of any Repurchase Obligation (as defined below), Broker shall be obligated to repurchase the related Loan and indemnify FundLoans for such related Loan(s) in accordance with the terms and conditions contained herein. At FundLoans' sole option, FundLoans shall have the right to require Broker to: (i) repurchase the related loan; (ii) indemnify FundLoans for such related Loan; or (iii) enter into an Indemnification Agreement (as defined below) in lieu of repurchasing the related Loan, in any case, in accordance with the terms and conditions contained herein. FundLoans' prior knowledge of any fact, at any time, concerning the Loan, or any delay by FundLoans in making a demand or request for repurchase or indemnification hereunder, shall neither impair FundLoans' rights, nor constitute a waiver of Broker's obligations hereunder.

4.2 Repurchase Obligation

An occurrence of any of the following shall be considered a "Repurchase Obligation":

4.2.1 If Broker has failed to perform or observe or has otherwise breached any of the representations, warranties, covenants, or agreements contained in this Agreement or FundLoans' requirements with respect to the Loan.

4.2.2 If the Mortgage Loan Package contains evidence of fraud or misrepresentation or it is determined that there were actual instances of fraud or misrepresentation contained in the Mortgage Loan Package which were actually known by Broker, discovered by Broker, or should have been discovered by Broker upon reasonable investigation.

4.3 Request for Repurchase; Repurchase Price; Repurchase Procedures

4.3.1 In the event of any Repurchase Obligation, upon the request of FundLoans, Broker hereby agrees to repurchase the related Loan (or, if the related Loan has been foreclosed, to repurchase the related property) within ten (10) days after FundLoans' written request therefore for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, short sale, or any other mechanism of obtaining title to the property.

4.3.2 The repurchase price for any Loan subject to repurchase in accordance with this Agreement (the "Repurchase Price") shall be an amount equal to the sum of:

4.3.2(a) The current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed),

4.3.2(b) accrued and unpaid interest on such principal balance at the note rate from the paid-to date of the Loan through and including the last day of the month in which the Repurchase Price is paid,

4.3.2(c) all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by FundLoans as a result of Brokers' breach of this Agreement, or enforcing terms of this Agreement, or Broker's obligation to repurchase the Loan,

4.3.2(d) any premium paid by FundLoans in excess of the original principal balance of the Loan at the time of purchase (excluding the service release premium) if FundLoans has not sold the Loan at the time of Broker's repurchase or if FundLoans has sold the Loan and if it is required to reimburse the purchaser, the premium that the purchaser paid to FundLoans,

4.3.2(e) any origination fees paid by Applicant to Broker or by FundLoans to Broker,

4.3.2(f) any reimbursed advances made by FundLoans, including, without limitation, taxes or insurance or payments authorized by the note or the mortgage or applicable law to protect FundLoans' interest in the Loan or related property, and

4.3.2(g) any other fees, costs, or amounts relating thereto.

4.3.3 The Repurchase Price shall be reduced by: (i) any proceeds of mortgage insurance collected by FundLoans with respect to the Loan that have not been applied to the unpaid principal balance; and (2) if the Loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by FundLoans, net of all advances, costs, and expenses, including but not limited to reasonable attorneys' fees and expenses incurred by FundLoans in connection with such sale.

4.3.4 Upon FundLoans' receipt of the Repurchase Price, FundLoans shall execute and deliver to Broker: (i) an assignment of the mortgage, an endorsement to the note, and the related Loan file and other loan documents, each without representation, warranty, or recourse; (ii) if FundLoans previously foreclosed the Loan and at such time then owns the property, a deed to the property, without representation, warranty, or recourse; (iii) if FundLoans previously foreclosed the Loan but either sold the property or a third party sold the property or a third party purchased the property at the foreclosure, an assignment of all deficiency obligations of the Mortgagor, without representation, warranty, or recourse. With respect to the servicing of any Loan repurchased by Broker, FundLoans shall transfer such servicing, or cause such servicing to be transferred to Broker or its designee. All costs of transferring servicing of any repurchased Loan from FundLoans to Broker or Broker's designee shall be borne by Broker and Broker shall reimburse FundLoans for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Loan shall not be

eliminated, reduced, or otherwise modified as a result of any modification, workout, sale, transfer, and/or assumption of the Loan.

4.3.5 It is agreed by the parties that Broker's Repurchase Obligation with respect to a Loan shall not be obviated by the fact that the property securing the Loan has been foreclosed upon and said property has been acquired by FundLoans or a third party, it being understood that Broker's Repurchase Obligation encompasses the repurchase of the property from FundLoans if FundLoans has acquired the property, or, if a third party has acquired the property, reimbursing FundLoans as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by FundLoans, its successors, assigns, or any related party at a foreclosure sale of any Loan affect in any way the rights and remedies of FundLoans or the obligations of Broker under this Agreement, including, without limitation, the obligations of Broker to repurchase and indemnify FundLoans as provided herein.

4.4 Early Pay Off

Broker understands and agrees that if a mortgage loan funded by FundLoans is repaid in full before the borrower makes his or her first six (6) scheduled monthly payments following the closing of such mortgage loan, Broker shall reimburse FundLoans the amount of any compensation that was paid to Broker by FundLoans in connection with such mortgage loan. Broker shall reimburse FundLoans within ten (10) days after FundLoans notifies Broker of the early payoff. Any delay by FundLoans in notifying Broker of such early payoff shall in no circumstance constitute a waiver of FundLoans' right to reimbursement.

ARTICLE 5 INDEMNIFICATION

5.1 Indemnification

Broker hereby agrees to protect, indemnify, and hold harmless FundLoans and its officers, directors, employees, agents, shareholders, affiliates, and representatives harmless from and against any and all losses, liabilities, costs, expenses (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions, or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representatives of, or on behalf of, a class or interested group, or any governmental body, agency, department, or commission having jurisdiction pursuant to any applicable law, or the settlement or compromise of any of the foregoing relating to, arising out of, or in connection with Broker's breach or alleged breach of any representation, warranty, or covenant contained herein.

5.2 Indemnification Agreement in Lieu of Repurchase

At FundLoans' sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, FundLoans may require the Broker to enter into a written indemnification agreement in a form acceptable to FundLoans (the "Indemnification Agreement") which requires the Broker to indemnify FundLoans, including, without limitation, reimbursing FundLoans for any losses incurred by FundLoans as a result of such Repurchase Obligation with respect to the related Loan.

5.3 Indemnification for Reporting

Broker understands and acknowledges that FundLoans may report information about any Mortgage Loan Package that FundLoans believes to contain misrepresentations or violates Applicable Law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD, or any mortgage industry database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange (“MIDEX”) or any cooperative industry database. Broker acknowledges that Broker and any owner, officer, agent, or employee may be named as the originating entity or loan originator on any such Loan. Broker acknowledges the importance of FundLoans’ right and necessity to disclose such information. Broker, for itself and its directors, officers, and employees and their respective successors or assigns and Mortgage Asset Research Institute, Inc., indemnifies and holds FundLoans and its officers, directors, employees, shareholders, representatives, successors, assigns, agents, and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands, or expense, both direct and indirect (including, without limitation, reasonable legal and accounting fees and all expenses actually incurred) that may arise from the reporting or use by any database subscriber, or any governmental body or agency, of any information submitted by FundLoans with respect to Broker and any owner, officer, agent, or employee to any mortgage industry database, including, but not limited to, MIDEX.

5.4 Survival

The obligations of Broker under this Article 5 are continuing and shall survive the termination of this Agreement.

5.5 Right of Offset

In addition to any other rights and remedies available to FundLoans, including, without limitation, the rights and remedies of FundLoans under this Agreement, FundLoans shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by FundLoans to, or for the credit of, the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and FundLoans, or between Broker and any of FundLoans’ parent entities, subsidiaries, or affiliates, irrespective of whether or not FundLoans shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker and FundLoans and the extent of such obligations and liabilities shall be made by FundLoans in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from Broker to FundLoans.

ARTICLE 6

BOOKS AND RECORDS; QUALITY CONTROL

6.1 Record Keeping

During the term of this Agreement, Broker shall maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans closed with FundLoans. FundLoans or its agent shall have the right, during reasonable business hours, to examine and audit the books, records, correspondence, collections, quality control and collection procedures, internal audit reports, and other papers and electronically stored information relating to a Mortgage Loan or to the matters contemplated by this Agreement and to make copies of any of the foregoing.

6.2 Quality Control Program

Broker shall establish a quality control program to ensure that its policies, procedures, and practices conform to the requirements of this Agreement and to all applicable laws, rules, and regulations. Broker shall conduct periodic internal audits to determine if its practices conform to its own policies and procedures, to the requirements of this Agreement, and to the requirements of all applicable laws, rules, and regulations. Such internal audits shall not occur less frequently than annually. If an internal audit reveals any material deficiency in its policies, procedures, or practices, Broker shall immediately notify FundLoans of all such deficiencies and shall promptly undertake remedial actions to cure such deficiencies. Broker shall document the results of such internal audits and any remedial actions undertaken and shall retain such documentation in its books and records for inspection by FundLoans pursuant to Section 8.1 of this Agreement. Upon FundLoans' request, Broker shall deliver a copy of such documentation to FundLoans without charge.

6.3 Audit

FundLoans or its agent shall have the right to conduct its own independent audit of Broker to ascertain if the policies, procedures, and practices of Broker conform to the requirements of this Agreement and to all applicable laws, rules, and regulations. FundLoans or its agent may conduct such independent audits at such times during reasonable business hours and with such frequency as FundLoans deems appropriate in its sole discretion.

ARTICLE 7

TERMINATION

7.1 Termination

FundLoans and Broker shall have the right to terminate or suspend this Agreement at any time, for any reason, which termination or suspension shall be effective immediately upon the other party's receipt of written notice thereof. Notwithstanding any such termination or suspension, this Agreement shall continue to apply with respect to any Loan applications which have been locked-in, submitted, or otherwise committed to FundLoans under this Agreement.

Notwithstanding anything to the contrary contained herein, this Agreement (including, without limitation, all of Broker's representations and warranties) shall survive any termination or suspension of this Agreement and shall remain in full force and effect with respect to each Loan brokered to, or funded by, FundLoans prior to the effective date of such termination or suspension, for so long as there is outstanding principal or interest due to FundLoans or FundLoans' assignee, or until such time as FundLoans' interest or assignee's interest in such note has been completely liquidated. In the event that FundLoans sells or transfers the Loan, the provisions and obligations contained in this Agreement (including, without limitation, all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.

7.2 Suspension

In the event that any government or agency initiates an investigation of Broker, Lender may suspend Broker's eligibility, in addition to any other right or remedy that Lender may have, until the investigation is complete. Such suspension shall not operate as a termination of this Agreement under Section 7.1, unless Lender subsequently so elects. During the period of suspension, Lender may, in its sole discretion, continue to Underwrite Mortgage Loans without waiving any of its rights under this Agreement, including its rights under this Article 7. No such suspension shall operate in any way to terminate or otherwise limit the obligations of Broker under this Agreement, nor shall it operate to excuse or relieve Broker from the continuing performance of each of its obligations under this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 Notification of Change in Status or Adverse Information Related to any Loan

Broker shall immediately notify FundLoans of any of the following:

8.1.1 Any material change in the ownership, financial condition, or management of Broker, including a change in control as defined by any jurisdiction in which it conducts business.

8.1.2 Change in name or address under or from which Broker conducts business.

8.1.3 Broker is notified or has reason to believe that any Loan submitted by Broker to FundLoans was originated in violation of Applicable Law.

8.1.4 Broker knows or has reason to know that any information in any Mortgage Loan Package or other document submitted to FundLoans is or becomes untrue, or fails to state any material fact, or constitutes a misrepresentation.

8.1.5 Broker is notified or has reason to know of any complaint by an Applicant or any federal, state, or regulatory agency related to any Loan submitted by Broker to FundLoans.

8.1.6 Broker is notified or has reason to know of an Applicant's request to rescind a Loan submitted by Broker to FundLoans.

8.1.7 Broker, Broker's owner or principal, or any entity owned by Broker or Broker's owner or principal files a bankruptcy petition or is a party to any similar proceeding.

8.1.8 Broker shall notify FundLoans in the event Broker intends to originate Loans through multiple locations or by multiple loan originators. Broker agrees to provide FundLoans with such information as FundLoans may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Broker shall be liable for the acts and omissions of its officers, employees, and agents, including, without limitation, its loan originators.

8.2 No Solicitation of Refinancing

Broker shall not solicit or encourage, directly or indirectly, the refinancing of a Loan funded by FundLoans for a period of twelve (12) months immediately following the closing of such Loan without the express prior written consent of FundLoans.

8.3 Notification of Rescission

In the event that the submission of a Mortgage Loan Package to FundLoans by broker results in the closing and funding of a Loan by FundLoans, which Loan is subsequently rescinded by the borrower pursuant to TILA, Regulation Z, or any similar law or regulation, Broker shall notify FundLoans of the borrower's rescission in writing within two (2) business days.

8.4 Relationship of the Parties

FundLoans and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing contained herein shall be construed to give any party, other than FundLoans and Broker, any legal or equitable right, remedy, or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture, or agency relationship between FundLoans and Broker and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

8.5 Non-Exclusive Arrangement

This is a non-exclusive agreement and Broker shall not be obligated to submit any or all loans that it brokers to FundLoans, nor shall FundLoans be required to accept brokered loans exclusively from Broker.

8.6 Cooperation

The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement. Broker shall use its best efforts to obtain any necessary correction to any documents related to the Loan, upon request by FundLoans.

8.7 Notices

Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions, and other communications required or permitted to be given or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return facsimile with a copy sent by first class mail), or personally delivered addressed to the respective part at the address or facsimile number set forth below.

If to FundLoans:

FundLoans

Attn: General Counsel

662 Encinitas Blvd., Suite 270, Encinitas, CA 92024

Telephone: (888) 634-4260

Facsimile: (866) 591-4669

Email: mbaldwin@fundloans.com

If to Broker:

Address:

Attn:

Telephone:

Facsimile:

Email:

Each party shall promptly provide written notice to the other of a change in its address, telephone number, facsimile number, or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or on the third business day after mailing, whichever is earlier.

8.8 Communications with Broker

Broker acknowledges and agrees that FundLoans may communicate with Broker with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail, and facsimile. To the extent FundLoans is required by any applicable law to obtain Broker's prior consent to receive such communications from FundLoans via any such means, Broker hereby grants FundLoans such prior consent for any applicable law and FundLoans shall not be required to obtain any additional consent from Broker.

8.9 Due Diligence and Information Related to Broker

Broker acknowledges and agrees that any information obtained by FundLoans from Broker or otherwise in connection with FundLoans' review and approval of Broker or any Loan submitted to FundLoans for funding or purchasing may be provided by FundLoans to any of its parent entities, subsidiaries, or affiliates, if permitted by Applicable Law. With respect to any information related to a Loan submitted to FundLoans for funding, Broker expressly consents to the release of such information by FundLoans to its parent entities, subsidiaries, affiliates, or prospective purchasers of such Loan which may have a need to know such information. Further, any other information provided by Broker to FundLoans in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared and used by such parent entities, subsidiaries, or affiliates for similar purposes.

8.10 Mutual Confidentiality

Any party receiving any Confidential Information (hereinafter the "Receiving Party") hereby agrees that the terms and conditions of this Agreement shall be kept confidential and their contents shall not be divulged to any party without the express prior written consent of the party who disclosed the Confidential Information (the "Disclosing Party"). The obligations under this section are continuing and shall survive any termination of this Agreement.

Receiving Party shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of Receiving Party. Receiving Party shall restrict the disclosure of Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. Receiving Party shall only use Confidential Information in connection with effectuating the purposes and intents of this Agreement.

"Confidential Information" is defined to include all information supplied to Receiving Party by, or at the direction of, FundLoans, including any list of entities that are precluded from participating in FundLoans' Mortgage broker programs to varying degrees, to include, but not limited to, any "Exclusionary List", all information, data, and material prepared for, or at the direction of Disclosing Party, any information relating to Applicants (past, current and prospective), the Loans, this Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.

Upon the termination of this Agreement and without further request from Disclosing Party, Receiving Party shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at Disclosing Party's direction to Receiving Party or any designee of the Receiving Party, relating to any information used to determine the eligibility of any person or entity for lending purposes by FundLoans or any designee of FundLoans. Any other Confidential Information shall be returned to Disclosing Party within ten (10) days of request by Disclosing Party, except that Receiving Party may retain one copy of certain Applicant information if required by applicable law.

Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree, or by any means while the same is in the possession of Broker or anyone acting for, or at the direction of, Receiving Party, then Receiving Party shall promptly advise the Disclosing Party in writing. In addition, it shall provide Disclosing Party by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Receiving Party's control. Receiving Party shall not disclose any information voluntarily in such circumstances and shall, if requested by Disclosing Party take appropriate action to protect the confidentiality of such information including, but not limited to, at Disclosing Party's expense, seeking a protective order of a court of competent jurisdiction.

Receiving Party shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Receiving Party represents and warrants that it has and will have an information security program 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. Receiving Party will advise Disclosing Party of all its procedures designed to safeguard Confidential Information. FundLoans may request additional security procedures be implemented and if so requested, Broker shall undertake such steps promptly.

Receiving Party shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.

Receiving Party recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to Disclosing Party in this Agreement, Disclosing Party shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

8.11 Notification of any Modifications and Amendments to Agreement

FundLoans may modify or amend the terms and conditions of this Agreement from time to time and will notify the Broker of any modifications and amendments by providing a copy to Broker of any modification or amendment within ten (10) business days. A copy of such amendments

may be provided in electronic format, including, but not limited to, posting to FundLoans' website, or releasing via email or facsimile to Broker's contact of record. Submission of a Mortgage Loan Package by broker to FundLoans after the effective date of such modification or amendment shall be deemed acceptance of the modification or amendment by Broker.

8.12 Waiver

No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

8.13 Successors and Assigns

The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Broker may not transfer or assign any of its obligations, rights, or interests under this Agreement without the express written consent of FundLoans. Any attempted or purported assignment without such consent shall be null and void.

8.14 Severability

If any term, clause, or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause, or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.15 Attorneys' Fees

If any claim, legal action, or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, FundLoans shall be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any other relief to which FundLoans may be entitled.

8.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.

8.17 Governing Law

This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of the State of California. Each of the parties hereby agrees that any action, proceeding, or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of California located in San Diego, California or the United States District Court for the Southern District of California, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

8.18 Entire Agreement

This Agreement is the final and exclusive statement of all agreements and understandings between FundLoans and Broker with respect to the subject matter described herein. All oral and

BROKER	FUNDLOANS
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

written correspondence, agreements, or understandings previously entered into by FundLoans and Broker are superseded by this Agreement. The section headings of this Agreement are intended solely for ease of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions herein contained.

IN WITNESS WHEREOF, the undersigned, by their respective authorized signatories, have executed this Agreement as of the date first above written.

[Return to Mortgage Broker Application Checklist](#)