

MORTGAGE BROKER AGREEMENT

This Agreement (“Agreement”), is entered into by and between Ethos Lending LLC (“Lender”), having its principal business at 88 1st St., Suite 300, San Francisco, CA and _____, having its principal office at _____, (“Broker”), which is

___ A Limited Liability Company, organized under the state laws of _____.

___ A Corporation, incorporated under the state laws of _____.

___ A General Partnership, established under the state laws of _____.

___ A Sole Proprietorship.

Provided the Agreement is duly executed by individuals who have the authority to enter into this Agreement, this Agreement is effective on the latest date that appears in a signature line by either Lender or Broker or both.

WHEREAS, Broker is in the business of taking loan applications and processing those applications for consumers who are seeking residential real estate-secured mortgage loans, with the intention of placing those processed applications with a third-party lender to fund that mortgage loan; and,

WHEREAS, Lender is in the business of receiving loan applications from brokers for residential real estate-secured mortgage loans, underwriting those loan applications with the intention of funding those mortgage loans in the Lender’s name using Lender’s funding facilities;

WHEREAS, Broker and Lender agree that Broker may submit its loan applications to Lender for underwriting with the intention of funding those loans;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

1. Eligible Loans; Pricing

(a) Mortgage Loan Programs. Lender shall from time to time distribute to Broker information with respect to the types of mortgage loan programs it is offering for which the Broker is eligible (“Broker Loan Programs”) along with the methods by which applications for such Broker Loan Programs may be transmitted. Lender will accept only those applications eligible for the Broker Loan Programs. Lender will process applications only upon submission by the Broker to the Lender of such additional information and documents as required by Lender. Broker acknowledges that Lender reserves the right to alter, add, or delete Broker Loan Programs or to alter the eligibility of the Broker for the Broker Loan Programs from time to time in the Lender’s sole discretion. Broker is responsible for identifying which Broker Loan Programs are offered by Lender and for which the Broker is eligible at any given time. Broker shall be responsible for assuring that each application submitted complies with all the terms and conditions of the applicable Broker Loan Program at the time Broker submits the application to the Lender.

(b) Mortgage Loan Pricing. Lender will make reasonable efforts to make available to Broker pricing information applicable to Broker Loan Programs (“Pricing Sheet”). Each Pricing Sheet is subject to change without notice. Broker shall comply with all requirements set forth in the Pricing Sheet, including without limitation, requirements relating to documentation, interest rates, and locks applicable to a particular Broker Loan Program.

2. Broker’s Acknowledgement, Duties, and Obligations

(a) Applications/Licensing/Disclosures.

- (i) Applications. Broker shall take applications for the Broker Loan Programs in its own name through its employees. Broker shall submit each application to Lender in a manner set forth in Lender’s Program Guide, which may include without limitation electronic, written, and facsimile submission. Broker shall assist Lender in obtaining any additional information needed by Lender or to otherwise facilitate the underwriting and closing of the mortgage loan transaction. Broker shall not submit third party originations to the Lender under this Agreement.
- (ii) Licensing. Any employee taking applications or offering or negotiating mortgage loan terms must be registered through the Nationwide Mortgage Licensing System and Registry and licensed or registered as required by applicable law.
- (iii) Disclosures. Broker shall provide to each person or persons who submit an application that is to be submitted to Lender, contemporaneously with the taking of the application, broker disclosure(s) that comply with applicable law and the Lender’s Requirements, as defined below.

(b) Duty to Provide Documentation and Information. At any time upon Lender’s reasonable request, Broker shall provide Lender with any and all documentation and evidence demonstrating that Broker is licensed or registered as required by applicable law, maintains insurance coverage mandated by Lender’s Requirements, as defined below, is in good-standing with all appropriate governmental, regulatory, or secondary market authorities, or is required by Lender to evaluate the financial standing of the Broker.

(c) Agreement/Program Guide. Broker’s approval to participate in the Broker Loan Programs, as well as any obligations with respect to mortgage loans submitted by Broker to Lender, are subject to the terms and conditions in this Agreement, the Lender’s Program Guide, and any other policies, procedures, or requirements adopted by the Lender (collectively “Lender’s Requirements”). No agreements or amendments, unless properly made pursuant to the requirement in this Agreement, nor any verbal agreements or amendments, shall govern the relationship between Broker and Lender. Accordingly, any loan submitted to Lender will be subject to Lender’s Requirements. Notwithstanding the foregoing or Section 10(d) of this Agreement, Lender shall be free to amend, revise, eliminate, supplement, or replace any requirements or obligations set forth in Lender’s Program Guide and any other policies,

procedures, or requirements adopted by Lender in accordance with Lender's usual practices (including by distributing such through bulletins to Broker).

(d) Broker Compensation. Any fee payable to Broker for its provision of goods, services or facilitate for certain mortgage loan shall be paid in accordance with the terms of this Agreement and applicable law, and only in connection with a particular mortgage loan, if each of the following conditions is met:

- (i) Broker has actually provided goods, services, and/or facilities in connection with the mortgage loan, and the compensation is reasonably related to the value of the goods, services, and/or facilities provided by the Broker;
- (ii) Broker is in compliance with all applicable Federal, state, and local laws and regulations and all of the terms of this Agreement and has submitted fully executed and properly completed copies of all required disclosures with the Application;
- (iii) Broker has submitted an executed mortgage loan origination agreement between Broker and applicant that complies with applicable law;
- (iv) The applicable mortgage loan has been funded and has not been rescinded;
- (v) Broker, at a minimum, has provided appropriate counseling services, such as explaining loan options, income requirements, and loan affordability, and Broker provided sufficient loan-related services, as required by the Real Estate Settlement Procedures Act of 1974 and Regulation X, to earn Broker's intended compensation; and
- (vi) Broker's compensation complies with applicable Federal, state, and local law, this Agreement, and with applicable requirements of any of Lender's investors.

If an above condition is ultimately not met or changes (including for example because a mortgage loan was rescinded by a applicant), Broker shall promptly refund all such fees received in connection with such mortgage loan.

(e) Broker Payment. Broker shall be paid directly by Lender or Borrower in the loan funding, pursuant to the pay structure outlined in the documents, including the mortgage loan compensation agreement, the closing instructions, and the closing disclosure for each loan. Broker agrees that it shall not receive payment, and that Lender may instruct any party, including without limitation, the closing agent, to withhold payment, including without limitation, payment to the Broker of borrower-paid compensation, unless (a) the Lender has received all documents required by the Lender in its sole discretion to sell the mortgage loan in the secondary market, (b) the closing agent has disbursed the funds to the borrower, and (c) the closing agent has submitted the security instrument for recordation relating to the mortgage loan. All payments to Broker shall be subject to the restrictions and limitations found in the Truth in Lending Act and

Regulation Z, as well as any other applicable law. The Broker can request the option of receiving the broker payment electronically.

(f) Relationship of the Parties. Broker acknowledges that its relationship with Lender is that of an Independent Contractor. Broker is not an affiliate, branch, or “net branch” of Lender. Broker and its contractors and employees are not employees of Lender. Broker shall make no representations to any party to the contrary. Broker shall not use Lender’s name, the name of any affiliate of Lender, or any of Lender’s or its affiliate’s trademarks in any advertisement or endorsement unless Lender or its affiliates has provided express written consent to such specific instance and form of usage.

(g) Consumer Privacy. Broker shall comply with all Federal and state laws and regulations related to protection of consumer privacy and provide adequate safeguards to protect “Nonpublic Personal Information” as defined in Section 509 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.). The Broker shall immediately notify Lender if the Broker discovers a material breach in its information security safeguards.

(h) Early Payoff and Early Payment Default.

(i) Early Payoff. If any mortgage loan submitted by a Broker constitutes an early payoff mortgage loan by an investor to which such mortgage loan is sold and Lender is subject to reimbursement to investor with respect to such mortgage loan, Broker shall pay to Lender the greater of (a) an amount equal to the compensation paid to the Broker by the Lender or the borrower with respect to such mortgage loan, or (b) one percent (1%) of the initial principal balance of the mortgage loan. To the extent a mortgage loan has not been sold to an investor, a mortgage loan shall be considered an early payoff mortgage loan for which a Broker shall pay Lender as set forth in the preceding sentence if such mortgage loan is paid in full within 180 days from the date of closing of the mortgage loan.

(ii) Early Payment Default. A mortgage loan shall be considered an “Early Payment Default Mortgage Loan” if any of the first six (6) payments due for the mortgage loan is delinquent by sixty (60) days or more. If any mortgage loan submitted by a Broker constitutes an Early Payment Default Mortgage Loan, Broker shall pay to Lender the greater of (a) an amount equal to the compensation paid to the Broker by the Lender or the borrower with respect to such mortgage loan, or (b) one percent (1%) of the initial principal balance of the mortgage loan.

(i) Non-Solicitation. Neither Broker nor its officers, directors, agents, employees or affiliated entities shall, for a period of twelve (12) months from the date of closing of any mortgage loan made by Lender, solicit an Applicant for the purpose of making a new loan or other credit transaction which would be secured by the same property which secures such Applicant’s mortgage loan made by Lender. However, if an Applicant requests an additional loan or other credit transaction from Broker without solicitation by or on behalf of Broker, which

loan or other credit transaction would be secured by the same property as the mortgage loan made by Lender, Lender shall be given a right of first refusal with respect to such additional loan or other credit transaction. The term “solicit” as used herein shall not include mass advertising via newspaper, radio, television and other similar forms of communication not specifically directed to the Applicants. If Broker violates the provisions of this section, in addition to other remedies Lender may have, Broker shall reimburse Lender for all Broker compensation in connection with any affected mortgage loan.

(j) Prohibited Statements. Broker shall make no statements, suggestions or implications, orally or in writing, to its borrowers or related parties (such as real estate agents) that:

- (i) Broker has the capacity to commit to or approve or fund the loan;
- (ii) Lender will approve the loan or the loan is “approved”;
- (iii) Lender will make exceptions to policy for its borrowers or related parties; or,
- (iv) The time to underwrite, close, or fund the loan is “guaranteed” or otherwise a timeframe that can be relied upon.

Notwithstanding the forgoing, Broker is permitted to make statements to its borrowers and related parties that Lender has made to Broker, in writing, provided Broker does not embellish or intentionally or unintentionally lead its borrowers or related parties to understand anything other than Lender’s meaning of such statement.

3. Lender’s Duties

(a) Underwriting. Lender shall underwrite every application submitted by Broker for a Broker Loan Program in accordance with Lender’s Requirements. Lender shall have no obligation to approve or close a mortgage loan that in Lender’s sole discretion does not meet Lender’s Requirements. In making any such determination, Lender expressly disclaims any conclusion Broker may draw as to the general quality or acceptability of an application. Lender retains sole and absolute discretion to reject any application which does not comply with the terms and conditions of this Agreement or the Lender’s Requirements, or for any reason whatsoever that is not otherwise prohibited by law, and to set the terms and conditions of any approval of an application. Lender shall notify Broker of the disposition of an application and shall issue an approval in writing.

(b) Production of Loans. Lender shall proceed to the closing of a mortgage loan under the terms and conditions of its approval. Lender shall prepare the closing package and close the mortgage loan in its name and with its own funds. Broker shall cooperate with Lender to provide any and all documentation required by Lender for completion of the closing package.

(c) Limitations on Submission. Nothing in this Agreement requires Lender to guarantee Broker with access to Lender’s website, Pricing Sheet, pricing engine, portal, or an invitation to submit loans with Lender. Lender reserves the right, in its sole discretion for any

reason or no reason, to cease providing to Broker any such access or providing participation in Broker Loan Programs. Nothing in this Agreement guarantees that any loan Broker submits to Lender will succeed at pre-registration, registration, or loan submission, or that any submitted loan will be conditionally approved, final approved, or funded. Success at each stage of the process, and approval of or decision to fund any loan, shall be made at Lender's sole and absolute discretion. In no event shall the Lender be liable to the Borrower or Broker for damages of any nature for Lender's failure or refusal to make any loan submitted by Broker.

4. Broker's General Representation and Warranties

In entering into this Agreement, Broker hereby provides the following general representations and warranties:

- (a) Organization. Broker is duly organized and in good standing under the state of its organization, and in each state in which it conducts business; through its properly authorized agent executing this Agreement;
- (b) Authority To Enter Agreement. Broker, and its signing agent, has the requisite organizational authority and legal power and capacity to enter into this Agreement, and to bind Broker to all of the Agreement's terms and conditions, including all representations and warranties made therein, and enter into all transactions covered by this Agreement;
- (c) No Approval Necessary. Entering in this Agreement does not require any approval by any regulatory body, court, trustee, or other supervisory authority
- (d) Authority to Broker and Good Standing. Broker, at the time of entering this Agreement, and throughout the course of the term of this Agreement:
 - (i) Has and shall maintain all the appropriate authorities, filings, exemptions, licenses, bonds, insurances (including without limitation errors and omissions insurance) in such amounts as required by Lender's Requirements; and,
 - (ii) Is and shall remain in good standing with authority to operate in each state in which Broker operates, and shall make all reasonable efforts to remain in good standing with all state and Federal regulatory agencies.
- (e) Statements Are Truthful. Broker's statements made in this Agreement and in all transactions made under this Agreement are materially truthful and complete.
- (f) Familiar With Policies and Procedures. Broker and its employees and agents are knowledgeable on, and shall continue to be knowledgeable on, all of Lender's Requirements, including, without limitation, policies and procedures on pricing, rate locks, rate lock extensions, loan submissions, compliance, fair lending, and closing practices.

- (g) Loan Compensation Compliance. Broker's policies and procedures, as well as its actual practices, relating to compensating its loan officers and other employees are in all respects compliant with Federal and state law governing loan officer and employee compensation.
- (h) Employees Trained. Broker has a sufficient number of knowledgeable and capable employees and Broker's employees, including without limitation its loan processors, are trained. Upon request by Lender, Broker can produce evidence of such training, and evidence that Broker's employees are knowledgeable in the state and Federal laws that affect mortgage lending, including, without limitation, the Fair Credit Reporting Act, Truth in Lending Act, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Home Mortgage Disclosure Act, Fair Housing Act, Gramm-Leach-Bliley Act, and Home Owners Protection Act.
- (i) Notice of Threatened Actions. Broker has not been issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Broker shall immediately advise Lender in writing of any inquiry, material complaint or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any Federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Application submitted to Lender, Broker shall advise Lender immediately of such Notice and deliver a copy of the Notice to Lender. Broker further warrants that no material complaints have been filed against Broker alleging unfair and deceptive practices and/or violations of Consumer Protection Laws and will notify Lender immediately in the event of any such occurrence.
- (j) Litigation. Except as previously disclosed in writing to and acknowledged in writing by Lender, Broker is not party to (a) any pending, or, to Broker's knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (b) any claims by Applicants, or (c) any negative investor or regulatory finding through audits or examinations.
- (k) Affiliated Business Arrangement. Broker represents that any existing affiliated business arrangement has been disclosed, and further represents that any future affiliated business arrangement will be immediately disclosed to Lender. As used herein, the term "Affiliate" has the meaning found in 12 CFR 1026.32.

5. Broker's Loan Level Representations and Warranties

In entering into this Agreement, Broker hereby provides the following loan level representations and warranties:

- (a) Compliance with laws and Lender Requirements. Broker has complied with, and all applications have been submitted in accordance with, all applicable Federal, state, or local laws and Lender's Requirements.
- (b) No Fraud, Misrepresentation or Omissions. All information submitted by Broker for Broker or by Broker on behalf of its borrower contains no misleading, fraudulent, or altered information. For clarity, an omission of material information is deemed fraud under this Agreement.
- (c) No Adverse Circumstances. Broker has no knowledge of any circumstances or conditions with respect to any application, mortgaged property, applicant or applicant's credit standing that reasonably could be expected to cause third party investors to regard the related mortgage loan as an unacceptable investment, cause the mortgage loan to become delinquent, or adversely affect the value or marketability of the mortgage loan.
- (d) Services Rendered. Broker provided borrower with appropriate counseling services, such as explaining loan options, typical income requirements, and loan affordability, and Broker provided sufficient loan-related services, as required by the Real Estate Settlement Procedures Act and Regulation X, to earn Broker's intended compensation;
- (e) Documents and Disclosures. Borrowers were provided timely with accurate documentation and disclosures required by state and Federal law, including without limitation, the Good Faith Estimate, initial Truth in Lending disclosure, and Loan Application Supplement;
- (f) Fair Lending. No fair lending laws were violated in the process of soliciting a consumer for the purpose of applying for a mortgage loan, in the taking of the application, or negotiating the pricing or terms of the mortgage loan product selected;
- (g) No Conflicts and no Affiliates. There are no actual or perceived conflicts of interest present in the transaction, including without limitation, Broker having any ownership interest in the property. Further, for any loans Broker submits to Lender, Broker shall not engage the services of any service provider that is an Affiliate of Broker.

6. Indemnification

Broker shall hold Lender, its affiliates, principals, agents, directors, officers, and employees harmless from any acts of negligence, fraud, omission, or malfeasance by Broker, Broker's agents or employees in executing its services and transactions under this Agreement. To "hold harmless" includes without limitation, indemnifying Lender, its affiliates, principals,

agents, directors, officers, and employees from any damages, losses, costs, expenses, claims, liabilities, obligations, actions, suits, or proceedings of an nature whatsoever, including reasonable attorney's fees and costs of suit to the extent that the same are incurred against Lender, its affiliates, principals, agents, directors, officers, and employees.

7. Remedies for Breach of Agreement

In addition to other rights and remedies that Lender may have, upon discovery by either Broker or Lender of any breach of any representation, warranty or covenant of this Agreement, the party discovering the breach shall promptly notify the other. Within thirty (30) days after discovery by or notice to Broker of any breach, Broker shall promptly cure such breach to the reasonable satisfaction of Lender. Notwithstanding the cure period set forth above, in the event of a breach of representation, or warranty, or covenant of this Agreement which in the reasonable judgment of Lender cannot be cured within such thirty (30) day time period, or if Lender is required to repurchase a loan sold to an investor due to a deficiency in or omission with respect to such loan which is attributable to Broker then Broker shall purchase such loan for the "Repurchase Price." The Repurchase Price shall be an amount equal to the sum of (i) 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), (ii) accrued but 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, (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Lender as a result of Broker's breach of this Agreement or enforcing the terms of this Agreement or Broker's obligation to repurchase the loan, (iv) any premium paid by Lender in excess of the principal balance of the loan at the time of purchase (excluding the service release premium) if Lender has not sold the loan at the time of Broker's repurchase or if Lender has sold the loan and it is required to reimburse the purchaser, the premium that the purchaser paid to Lender, (v) any unreimbursed advances made by Lender, including without limitation taxes or insurance or payments authorized by the Note or the mortgage or applicable law to protect Lender's interest in the loan or related property and (vi) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Lender with respect to the loan that have not been applied to the unpaid principal balance; and (ii) if the loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by Lender net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by Lender in connection with such sale.

It is agreed by the parties that Broker's repurchase obligation shall not be obviated by the fact that the property securing the loan has been foreclosed upon and said property has been acquired by Lender or a third party. The repurchase obligation encompasses the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursing Lender as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by Lender, its successors or assigns, or any related party, at a foreclosure sale of any loan affect in any way the rights and remedies of Lender or the

obligations of Broker under this Agreement, including without limitation the obligations of Broker to repurchase and indemnify Lender as provided herein. Broker further agrees that the fact that Lender has or has not exercised its right to contact Applicant(s) under Section 10(i) and/or its rights under Section 8 shall not be a defense to any remedy of Lender under this Section 7 or to Broker's obligation to indemnify Lender under Sections 6 or 8.

8. Responsibility for Fraud

Broker shall not submit any Application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees, or the Applicant, or any other third party involved in the origination of the mortgage loan. Broker shall indemnify Lender if fraud has occurred in the origination of such mortgage loan. Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in an Application or related documents, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender's disclosure of such information

9. Dispute Resolution

Any controversy or dispute arising out of this Agreement or the interpretation of any of provision hereof or the action or inaction of any party hereunder shall be submitted to JAMS, Inc. for arbitration in San Francisco, California, under the commercial arbitration rules then in force for that organization. The arbitration shall be conducted by a single arbitrator (the "Arbitrator") chosen pursuant to the procedures of JAMS, Inc. The Arbitrator shall issue a written opinion of his or her decision which shall be based on the substantive laws of the State of California with respect to any controversy or dispute arising out of this Agreement. The Arbitrator shall not be empowered to award special, consequential, or punitive damages under any circumstances. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by any party hereto except (i) an action to compel arbitration pursuant to this section, or (ii) an action to enforce an award obtained in an arbitration proceeding in accordance with this section. Notwithstanding the foregoing, a party may apply to a court for injunctive or other provisional relief pending final determination by the Arbitrator, and the court shall have the authority to enter a permanent injunction. The Arbitrator shall award attorneys' fees and costs to the prevailing party. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Miscellaneous

(a) Notice

All notices, requests, claims, demands and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile transmission or email or mailed by prepaid first class mail, return receipt requested, or mailed by overnight courier prepaid to the parties at the following addresses or facsimile numbers:

If to the Lender:

Ethos Lending LLC
88 1st Street, Suite 300
San Francisco, California 94105
Telephone: 202-864-6231
Attention: General Counsel

If to the Broker:

[_____]

Notice shall be effective when received. Each such notice shall be effective if given by fax, email, upon dispatch (with confirmation of receipt), or if otherwise, upon delivery to the address of such Person.

(b) Term; Termination

- (i) Term. The term of this Agreement shall commence as of the latest executed date of this Agreement and shall extend until the termination of this Agreement pursuant to this section.
- (ii) Termination. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other, and may terminate for cause immediately, with written notice to the other. Lender may, at its sole and absolute discretion, continue to process loans or refuse to process loan applications received prior to the termination of this Agreement. Additionally, if the products, pricing or ability to honor a funding commitment are materially impacted by factors out of Lender's control such that it would become impossible, impracticable, or inconvenient to fund the loan or loans requested (for example, investors terminating loan product or pricing options, or change in warehouse lender availability) then Lender may terminate a commitment to fund a loan or loans.
- (iii) Survival. All of the representations and warranties made by Broker herein and Broker's obligation of repurchase, indemnification, and non-solicitation shall survive any termination of this Agreement, and shall be fully applicable whether or not Lender relies thereon or has knowledge of any facts at variance therewith.

(c) Force Majeure

Lender shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (a) fire, flood, earthquake, elements of nature or acts of God, (b) acts of vandalism or

terrorism (electronic or otherwise), (c) riots, civil disorders or revolutions, (d) strike or other significant labor disruption, or (e) nonperformance by a third party or any other cause beyond the reasonable control of Lender (each of such events being referred to herein as a “Force Majeure Event”). If a Force Majeure Event occurs, Lender shall be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event prevails. Lender shall notify Broker, in accordance with this Agreement, as soon as practicable regarding the occurrence and, if known, anticipated duration of any Force Majeure Event.

(d) Entire Agreement/Modification/Waiver

This Agreement contains the entire Agreement of the parties, and no representation, inducement, promises or agreements, whether oral or written, between the parties shall have any effect on any transactions subject to this Agreement. This Agreement may only be amended or modified in writing, executed by all parties to this Agreement. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Notwithstanding the foregoing, nothing in this paragraph shall restrict the Lender’s right to modify the Lender’s Requirements at any time in the sole discretion of the Lender.

(e) Successors and Assigns

Lender shall have the right to assign or transfer this Agreement and its duties, obligations, or rights hereunder. Broker may not assign, transfer, or subcontract any of its duties, obligations, or rights under this Agreement without Lender’s prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event Lender assigns any of its rights in the mortgage loan closed hereunder, such assignee shall have the same rights as Lender with respect to this Agreement.

(f) Books and Records

Broker shall prepare and maintain files of mortgage loans in accordance with applicable guidelines established in the industry, Lender’s Requirements, and applicable law. Broker will cooperate with Lender in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with Lender, its auditors, and/or regulatory examiners in any audit of Lender and in any regulation examination of Lender.

(g) Finders

Each party represents and warrants that there are no claims for brokerage commissions or finders’ fees or other claims for money from any agent or similar intermediary in connection with Broker’s entering into this Agreement with Lender, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

(h) Confidentiality

Broker agrees that information concerning Lender's business (including that of its affiliates) ("Confidential Information") is confidential and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated, or otherwise made available except as described in this section. Confidential Information may include, without limitation, Pricing Sheets, lists of (or other information relating to and identified with) customers, former or prospective customers or applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information of Lender in various forms, which information is used or is useful in the conduct of Lender's business including Lender's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of Lender only in connection with performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Broker shall maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to Lender upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. In the event it is necessary for Broker to disclose Confidential Information to a third party in order to perform Broker's duties hereunder and Lender has provided Broker with written authorization to do so, Broker shall disclose only such Confidential Information as is necessary for such third party to perform its obligations to Broker. If requested by Lender, any employee, representative, agent or subcontractor of Broker shall enter into a nondisclosure agreement with Lender to protect the Confidential Information of Lender. A breach of Broker's confidentiality obligations may cause Lender to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the Lender the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Lender may have at law or in equity.

(i) Communication with Applicant; Modification of Obligations

Lender may from time to time contact Applicant(s) in connection with Lender's owner quality control or fraud prevention efforts, but shall not be obligated to do so. Lender may, without any notice to Broker, extend, compromise, renew, release, modify, adjust, or alter, by operation of law or otherwise, any of the obligations of an applicant or other persons obligated under a mortgage loan without releasing otherwise affecting the obligations of Broker with respect to such mortgage loan or otherwise under this Agreement.

(j) Not Exclusive

Nothing in this Agreement shall be construed to mean that either party is exclusive to the other. Either party may enter into similar agreements with other brokers and lenders.

(k) Agreement Fairly Construed

This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

(l) Expenses

Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including, but not limited to, all fees of its counsel and accountants, whether or not any of the transaction contemplated shall be consummated.

(m) Right of Offset

Lender shall have the right to, at any time and without prior notice, deduct any penalties, fees, expenses, or other charges or obligations of any kind owed by Broker to Lender from any amounts to be paid to Broker for mortgage loans submitted by Broker under this Agreement. Broker consents to a closing agent or any other party acting under instructions from Lender to withhold such amount from funds to be remitted to the Broker to satisfy any such penalty, fee, expense, or other charge or obligation of any kind and to remit such funds to Lender.

(n) Broker Consent and Release of Liability

- (i) Broker Consent. Broker and its owners, officers, and employees are subject to a background check as part of Lender's application review process and on-going monitoring of Brokers participating in Broker Loan Programs. Broker hereby consents to this review process and to use of any materials provided by Broker to facilitate such review. Broker further consents to Lender (or its service provider) verifying any information contained in Broker's application material for Broker Loan Programs with the sources referenced therein. Specifically, Broker consents to Lender requesting and using consumer reports relating to Broker personnel as well as any services provided by vendors selected by Lender, including without limitation, Mortgage Asset Research Institute ("MARI") (including MARI's MIDEX database), in connection with such review.
- (ii) Release of Liability. The Broker hereby discharges and release Lender, its parent, subsidiaries, and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs, and expenses of suits, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to Lender's or Service Provider's use of the Broker Package or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold Lender harmless

with respect to any Claim made by any past, present, or future owner, officer, or employee of Broker with respect to such use or verification.

(o) Governing Law and Jurisdiction

This Agreement shall be construed in the accordance with the laws of the State of California without regard to its conflict of law principles.

(p) Severability

In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision of this Agreement.

(q) Counterparts

This Agreement may be signed in any number of counterparts and by the different parties to this Agreement on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall collectively constitute one and the same agreement. The delivery of an executed signature page to this Agreement by facsimile transmission or electronic image scan transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year, as indicated below.

[_____]

Ethos Lending LLC

Principal Officer

Name:

Title:

Date:

Name:

Title:

Date:

Broker Signatory's Authority to Sign this Agreement is based on (initial):

____ Capacity as a member (LLC) or officer (Corporation) or General Partner (Partnership) or owner (Sole Proprietorship)

____ Authority granted by organization by decree or resolution (example, a Corporate Resolution issued by the Board)

____ Other (explain) _____

NOTE: THIS AGREEMENT IS NOT IN EFFECT UNTIL EXECUTED BY BOTH PARTIES

BROKER COMPENSATION SELECTION FORM

Compensation for services provided by a mortgage broker may be paid by either Ethos Lending LLC (“Lender-Paid Compensation”) or by the borrower for the transaction (“Borrower-Paid Compensation”) but cannot be paid by both. Further, if the mortgage broker receives Borrower-Paid Compensation for a transaction, the mortgage broker is forbidden from receiving compensation from any other entity related to that specific transaction.

Mortgage brokers approved by Ethos Lending LLC shall permit a borrower to select whether a mortgage broker shall be compensated through Lender-Paid Compensation or Borrower-Paid Compensation as reflected on the Borrower’s Loan Application Supplement.

Mortgage brokers may receive compensation between \$1,000 and \$25,000 per transaction brokered to Ethos Lending LLC. Compensation percentages cannot be changed for a period of ninety (90) days from the effective date of the selection. In order to request a change, this form must be completed in its entirety. If a change is requested prior to the expiration of the 90-day period, then the change will be held until the expiration date. Compensation percentages are established as of the date of a mortgage loan application. Compensation will be determined by multiplying the compensation percentage by the amount financed.

Ethos Lending LLC reserves the right to reject a compensation selection if Ethos Lending LLC determines, in its sole discretion that such selection creates a risk of compensating based on the terms of a specific transaction or multiple transactions.

Compensation Selection

Please select a compensation level for both Borrower-Paid Compensation and Lender-Paid Compensation. The percentage chosen must in 0.125% increments and may not exceed 2.5%. Borrower-Paid Compensation percentage may not exceed Lender-Paid Compensation percentage.

For Borrower Paid Loans:

Borrower-Paid Compensation Level: _____% (in 0.125% increments)

Optional: Enter a Fixed Amount to be added to the percentage: \$ _____

Optional: Enter a minimum amount of compensation for each Transaction

(Must be equal to or higher than \$1,000): \$ _____

Optional: Enter a maximum amount of compensation for each Transaction

(Must be equal to or lower than \$25,000): \$ _____

For Lender Paid Loans:

Lender-Paid Compensation Level: _____% (in 0.125% increments)

Optional: Enter a Fixed Amount to be added to the percentage: \$ _____

Optional: Enter a minimum amount of compensation for each Transaction

(Must be equal to or higher than \$1,000): \$ _____

Optional: Enter a maximum amount of compensation for each Transaction

(Must be equal to or lower than \$25,000): \$ _____

I have submitted the compensation selection on this date _____ for mortgage loan applications received on or after _____.

Name:

Title:

Date:

**ANTI-MONEY LAUNDERING (AML) &
SUSPICIOUS ACTIVITY REPORTING (SAR) ATTESTATION**

On behalf of _____ (the “Company”),
I certify that the Company has implemented an AML Program compliant with FinCEN’s Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for residential mortgage lenders and originators (31 CFR Parts 1010 and 1029) and that said program meets or exceeds the following requirements:

- The Company has developed policies, procedures and internal controls (an “AML Program”) based upon an assessment of money laundering and terrorist financing risks associated with the mortgage broker’s products and services that will reasonably prevent, detect and report potential money laundering and other suspicious activity.
- The AML Program includes procedures for filing SARs to FinCEN within 30 days of discovery.
- The Company has appointed an AML Compliance Officer who is knowledgeable with AML and SAR requirements to administer, coordinate, and monitor daily operation of the AML Program.
- The AML Program is independently tested for compliance with the law by a person other than the AML Compliance Officer
- The Company has conducted training on the AML Program as required by the law and will conduct annual training on or before the anniversary date of the implementation of the AML Program every year.

Ethos Lending LLC reserves the right to request evidence of compliance with the requirements of the AML Program and regulations implemented by FinCEN including without limitation policies and procedures, testing results, and evidence of training completion. Company agrees that it will provide such information upon request to Ethos Lending LLC.

By signing below, I declare that I am authorized to execute this attestation on behalf of the Company and that the Company is in compliance with the requirements set forth herein. I acknowledge that violation of this policy may subject me to liability to Ethos Lending LLC.

Principal/Owner/Authorized Agent

Name:

Title:

Date:

FAIR LENDING POLICY

Ethos Lending LLC (“Ethos”) is committed to making its credit products equally available to all qualified applicants without unlawful discrimination. Ethos diligently complies with all fair lending requirements of the Equal Credit Opportunity Act (“ECOA”), its implementing regulation, Regulation B, and the Fair Housing Act. Ethos strives to uphold the core tenants of the ECOA by fostering a culture that categorically condemns unfair and discriminatory lending practices, including disparate treatment, disparate impact, and other forms of inequity during all of the activities that surround its credit decisions and interactions with applicants

No Ethos employee, nor approved mortgage broker, shall discriminate against any consumer on the basis of:

- Race
- Color
- Religion
- National Origin
- Gender
- Sexual Orientation
- Marital Status
- Military Status
- Disability
- Receipt of public assistance
- Age (provided applicant has the capacity to contract and meets underwriting requirements)
- Exercise of rights under the Consumer Credit Protection Act
- Any other basis prohibited by law

Ethos requires that loan terms, rates, and fees are consistent with applicant qualification, that applicants are not steered to inappropriate credit products, and that applicants receive a tangible benefit from transactions with Ethos.

Ethos recognizes that proactive steps are necessary to apply these principles consistently and continuously throughout all aspects of our operations, including, with respect to credit analytics, product design, marketing, sales, underwriting, processing, servicing, and training.

Ethos monitors its operations on a regular basis to ensure procedures are followed and its Fair Lending objectives are met, including through proper collection and analysis of HMDA data. .

To the extent that Ethos determines that actions by its employees or approved brokers are inconsistent with this policy, Ethos reserves the right to take appropriate corrective or remedial action, including termination of employment or broker relationships.

On behalf of _____ (the “Company”),
I certify that the Company has received and is in compliance with Ethos Lending LLC’s Fair Lending Policy. I acknowledge that violation of this policy may subject the Company to liability to Ethos Lending LLC.

Principal/Owner/Authorized Agent

Name:

Title:

Date:

LOAN FRAUD ZERO TOLERANCE

All approved mortgage loan brokers (“Brokers”) must be aware that the licensed mortgage loan originator bears the responsibility for the actions of its employees or licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to Ethos Lending LLC (“Ethos”). **The submission of a mortgage loan application containing false information is a crime!** Ethos will work with Federal and state authorities to seek prosecution of mortgage loan fraud.

THE FOLLOWING CONSTITUTES LOAN FRAUD:

1. Submission of inaccurate information, including false statements on loan application(s), and falsification of documents purporting to substantiate credit, employment, deposit and assets, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. False statements regarding current occupancy or intended occupancy.
4. Lack of due diligence by Broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower’s response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate. For example:
 - a. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - b. Allowing an applicant or an interested third party to assist with the processing of a loan.
6. Broker’s non-disclosure of relevant information.

COSTS OF LOAN FRAUD

The effects of “Loan Fraud” are costly to all parties involved. Ethos Lending stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Ethos Lending. Fraudulent loans damage our reputation with our investors and mortgage insurance providers. The price paid by those who participate in “Loan Fraud” is even more costly. The following is a list of a few of the potential consequences that may be incurred:

BROKER CONSEQUENCES

1. Criminal prosecution
2. Civil action by Ethos Lending LLC.
3. Civil action by other parties to transaction.
4. Loss of broker license.
5. Loss of lender access.
6. Loss of approval status with Ethos Lending.

BORROWER CONSEQUENCES

1. Criminal prosecution.
2. Civil Action by Ethos Lending LLC
3. Civil action by other parties to transaction
4. Acceleration of debt.
5. Termination of employment.
6. Forfeiture of professional license, if any.
7. Adverse, long-term effect on credit history.



I have received and understand Ethos Lending LLC's policy on mortgage loan fraud. I affirm that neither this Broker nor any party acting this Broker's behalf will knowingly and/or willfully engage in the practice of mortgage loan fraud that results in the origination and subsequent submission of a fraudulent loan to Ethos Lending LLC. I acknowledge that violation of this policy may subject me to liability to Ethos Lending LLC.

Principal Officer

Name:

Title:

Date:

Broker of Record

Name:

Title:

Date:



Broker Compensation: ACH Form (Optional)

Below, please enter your ACH information to receive your broker compensation electronically. Please type or print clearly in black ink and return your completed ACH Form to your Broker Advocate by email

Broker Compensation ACH Forms will be processed within two (2) business days of receipt.

ACH Information					
Broker Company			Financial Institution		
Business Name*			Financial Institution Name		
Address 1		Address 2	Address 1		Address 2
City		State	Zip	City	
				State	
				Zip	
Tax Identification Number (TIN)			Account Type		Account Holder Name
Phone			Routing (9 digit number)		
Email			Account Number (13 digit maximum)		

*Must match Account Holder Name

Authorized Representative Name

Authorized Representative Signature

Please keep a copy of this form for your records



Questions?

Contact a Broker Advocate Today

(415) 780-7400
brokeradvocate@ethoslending.com