



BROKER AGREEMENT

This Broker Agreement (the "Agreement"), made and entered into this ____ day of _____, 202__, is made by and between **OnY Glo, Inc. dba Capitalend** a California corporation, having its principal office at **6 Hutton Centre Drive, Suite 1030, Santa Ana, CA 92707**, its predecessors, successors, assignors, and subsidiaries (hereinafter referred to as "OnY", the "Company", or the "Lender") and _____ (hereinafter referred to as "Broker") a(n) _____ (company type) having its principal office at _____ (collectively the "Parties").

WHEREAS, Broker engages in the business of taking applications for residential and business purpose mortgage loans, aiding, and assisting borrowers in pre-qualification for mortgage loans secured by real property, recommending and choosing a mortgage product, and completing applications and processing those applications on behalf of others, in exchange for a fee or other consideration; and being duly authorized and licensed, where required, by all applicable regulatory agencies to do so; and

WHEREAS, the Company desires to act as a lender for certain mortgage loans meeting criteria and to underwrite and fund such mortgage loans, subject to the terms of this Agreement.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Article 1: Definitions and Rules of Construction

1.1 Definitions

Agency: Fannie Mae, formerly known as the Federal National Mortgage Association ("Fannie Mae"), Freddie Mac, formerly known as Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Government National Mortgage Association ("Ginnie Mae"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the Department of Housing and Urban Development ("HUD"), or any other federal or state agency which sponsors mortgage loans.

Applicable Requirements: All of the following: (i) all contractual obligations of the Broker (including, without limitation, those contractual obligations contained in this Agreement and/or in any of the other Program Documents, or in any agreement with any insurer, or in any of the Mortgage Loan Documents) for which Broker was or is responsible; applicable requirements and guidelines of each governmental agency (ii) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon Broker; (iii) all other and quasi-governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction; (iv) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions; (v) the reasonable and customary mortgage origination



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practices of prudent mortgage Brokers that originate Mortgage Loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located; and (vi) to the extent that they require a standard of care that is not lower than that required by all of the foregoing, the standards Broker employs and exercises in originating and administering Mortgage Loans for its own account (if applicable).

Applicant: A person seeking a Mortgage Loan.

Application: A written request from a prospective Borrower seeking a Mortgage Loan, taken by Broker on the applicable form and in conformity with the applicable terms and conditions set forth in this Agreement, together with any and all materials issued and/or collected in connection therewith.

Borrower: The person or persons who submit(s) an Application to Broker, liable on a Note, and receive(s) a Mortgage Loan that is the subject of this Agreement.

Broker Application: An application previously executed by Broker and submitted to Lender for Lender's approval to originate Mortgage Loans with Lender, which application shall be in the form designated by Lender from time to time.

Broker Disclosures: All disclosures that are required to be provided to an Applicant by the Broker in compliance with Applicable Requirements, including, but not limited to, the Broker Fee Agreement Disclosure and Advance Fee Disclosure between Broker and Applicant.

Guidelines: All policies, procedures, and requirements of Lender issued from time to time by Lender electronically or in writing are applicable to the Registration, Underwriting, and funding of Mortgage Loans pursuant to this Agreement.

The Guidelines can be modified in part or in whole at any time by Lender immediately upon notice to Broker, which notice may include publication of changes by electronic means including, but not limited to posting to an applicable Lender website. The Guidelines and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects. Changes to the Guidelines will become effective when published unless otherwise provided in an earlier communication.

Knowledge: That which is actually known to the Broker including its officers, agents, directors, contractors and employees, or that which through the exercise of responsible care or diligence, should have been known to any of such persons.

Mortgage: A valid and enforceable mortgage, deed of trust or other instrument pledging real property as security for payment of a Note.

Mortgage Loan: A loan or revolving line of credit secured by a first or subordinate lien on a one-to-four family dwelling, multifamily unit, mixed use residential dwelling, cooperative, condominium or other residential dwelling, which loan is the subject of this Agreement, evidenced by a Note and secured by a Mortgage, and including the Mortgage Loan Documents and all other instruments evidencing and/or securing a Borrower's indebtedness.

Mortgage Loan Documents: The Note and Mortgage and any and all other documents, instruments and materials that are required to be maintained or prepared in connection with the making of a Mortgage Loan pursuant to this Agreement.

Mortgage Loan Program: A type of Mortgage Loan, the terms and conditions of which are described in the Guidelines, and which can be offered to Applicants as an eligible Mortgage Loan under the terms of this Agreement.

Mortgaged Property: The interest in real property encumbered by the Mortgage.

Note: A valid and enforceable promissory note or other instrument which evidences a Borrower's obligation to repay a Mortgage Loan.

Program Documents: This Agreement, the Broker Application, any document evidencing any of the Guidelines, any and all Applications submitted by Broker, and any and all documents, instruments and materials issued or submitted by Broker in connection with any of the foregoing.

Rate Lock: The act of obtaining a certain interest rate and funding price in connection with a prospective Mortgage Loan, subject to any qualifications and/or caveats set forth on any applicable Rate Sheet or Guidelines.

Rate Sheet: An informational sheet that provides a representation of interest rate and funding price/compensation to Broker, combinations under current market conditions, subject to applicable price adjustment factors, interest rate and margin buy-ups and buy-downs, and any other qualifications and/or caveats set forth therein.

Register and Registration: The act or process of registering a prospective Mortgage Loan with Lender, as set forth in the Guidelines. A registered Mortgage Loan may be in float status or in a Rate-Locked status.

Underwrite: "Underwrite" or "Underwriting" means the examination of an Applicant's Application, credit history, income and financial resources, and the real estate collateral to be used as security for the Mortgage Loan, using the underwriting standards of the particular Mortgage Loan Program for the purposes of determining whether to extend credit to an Applicant.

1.2 Rules of Construction

- a) **General Interpretative Rules:** For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender; (ii) reference herein to "Article," "Section," and other subdivisions, and to "Exhibits," without reference to a document, are to designated Articles, Sections and other subdivisions of, and to Exhibits to, this Agreement (as applicable); (iii) "including" means "including but not limited to;" (iv) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement (as applicable) as a whole and not to any particular provision; and (v) unless otherwise specified herein, any derivative of a term defined in this Article I shall be interpreted by reference to such definition.
- b) **Relation to Other Documents:** Nothing in this Agreement shall be deemed to amend or relieve Broker of its obligations under any other Program Document.
- c) **The Company's Sole Discretion:** Whenever any provision of this Agreement or the Broker Agreement requires Lender to make a determination of fact or a decision to act, or to permit, approve, or deny another party's action, such determination or decision shall be deemed to be in the Lender's sole and absolute discretion.

1.3 General Terms

- a) Nothing contained in this Agreement shall obligate the Company to approve or fund the loan requested by any Application submitted by Broker. The Mortgage Loan shall be deemed approved only upon the delivery of the Company's express written approval and shall be funded only after such time as Broker has delivered to the Company any and all conditions placed on such approval, provided such condition(s) are to the satisfaction of the Company, and the funding of any Mortgage Loan submitted and approved hereunder, in the case of a Broker, shall be in the name of the Company.
- b) Broker agrees that this Agreement supersedes all previous business purpose agreements entered into between the Parties hereto and the terms and condition hereof shall apply to and govern all loan brokerage transactions heretofore and hereafter conducted between Broker and the Company.
- c) This Agreement shall commence as of the latest date entered below and shall continue until terminated via written notice by either Party or annual recertification by Broker is not completed or satisfactory and broker approval is revoked. Obligations contained herein shall survive termination or broker approval revocation.

Article 2: Eligible Loans; Pricing

2.1 Mortgage Loan Programs

Lender shall from time to time, distribute to Broker information with respect to the types of conventional, non-conforming, ARM, FHA-insured, VA-guaranteed, other Agency-sponsored, and portfolio non-QM loan applications Lender is willing to Register. Lender will register only those Applications eligible for the Mortgage Loan Programs offered by Lender. Broker will be entitled to Register FHA-insured, VA-guaranteed or other Agency sponsored Application only upon (i) submission to Lender of such additional information and documents as required by Lender, and (ii) receipt by Broker of separate written authorization from Lender. Broker acknowledges that Lender reserves the right to alter, add, or delete Mortgage Loan Programs from time to time by amending the Guidelines, and Broker accepts responsibility for knowing which Mortgage Loan Programs are offered by Lender at any given time. Broker shall be responsible for assuring that each Application submitted to Lender complies with all the terms and conditions of the applicable Mortgage Loan Program at the time Broker Registers the Mortgage Loan with Lender.

2.2 Mortgage Loan Pricing

Lender shall issue to Broker on a periodic basis Rate Sheets and/or other pricing information applicable to Mortgage Loan programs offered by Lender. Such Rate Sheets and/or pricing information shall be issued by Lender by electronic mail or by posting on the applicable Lender website and shall be subject to change by Lender without notice. Broker covenants to Lender that Broker shall comply with Applicable Requirements (including, without limitation, any applicable Guidelines concerning interest rates and Rate-Locks that apply to the particular Mortgage Loan Programs offered by Lender). In the event that a Rate-Lock expires prior to the closing of the related (prospective) Mortgage Loan, and such expiration is not due to any negligent act or omission of Lender, Lender shall have no further obligations with respect to such Mortgage Loan, and Broker shall take no action suggesting otherwise.

Article 3: Duties of Broker

3.1 Taking of Applications; Disclosures

Broker shall take applications for Mortgage Loans in its own name and not in the name of the Lender. Broker shall provide to each Applicant, contemporaneously with the taking of such Application, the required disclosure(s) that comply with Applicable Requirements and the Guidelines. All Applications must have been originated and processed by Broker. Broker shall not submit third party originations under this Agreement.

3.2 Registration; Application

Broker shall register each Application with Lender as set forth in the Guidelines. Broker shall submit for each Application Registered with Lender (a) the fully completed Broker required disclosure(s) which have been signed as of the date of application by the Applicant and the Broker; (b) the actual Application signed by the Applicant; and (c) such credit, financial and other information as set forth in this Agreement and/or the Guidelines, including, with respect to any government-sponsored loan, any information required by the procedures and guidelines of the sponsoring Agency. Broker shall assist Lender in obtaining any additional information needed or desired by Lender to facilitate the underwriting, closing of the loan transaction and post-closing activities.

3.3 Performance of Broker Services

In addition to taking the information from the Applicant, filling out the Application, and providing and explaining the Broker disclosure(s), Broker shall, for every loan, perform certain services, including (but not limited to) the following services (except to the extent that such services are (i) not required in connection with the applicable Mortgage Loan Program, (ii) not required as specified in the Guidelines, (iii) not applicable for an applicant, or (iv) services to be provided by Lender):

- a) Analyzing the Applicant's income and debt and pre-qualifying the Applicant to determine the maximum Mortgage Loan that the applicant can afford;
- b) Educating the Applicant in the home buying and financing process, advising the Applicant about the different types of Mortgage Loan Programs available, and demonstrating how closing costs and monthly payments would vary under each product;
- c) Collecting financial information (tax returns, bank statements) from Applicant, as well as other related documents that are part of the application process;
- d) Initiating and ordering verifications of employment (VOE) and verification of deposits (VOD);
- e) Initiating and ordering requests for mortgage and other loan verifications;
- f) Initiating and ordering appraisals or providing payment from Applicant for Lender to initiate and order appraisal;
- g) Initiating and ordering inspections or engineering reports;
- h) Providing disclosures (Truth in Lending, Loan Estimates, Mortgage Loan Disclosure Statement, etc.) to Applicants, as required by Applicable Requirements and the Guidelines;
- i) Assisting Applicants in understanding and addressing credit problems;
- j) Maintaining regular contact with Applicants, real estate agents, and Lender, from application through closing to apprise them of the status of the Application and to gather any additional information as needed;

- k) Ordering legal documents (e.g., title reports);
- l) Analyzing the information provided by Borrower and confirming that the Borrower's application complies with Applicable Requirements, the Guidelines and the terms of the Agreement, especially with respect to fraud and untrue and misleading statements or documents;
- m) Participating in the loan closing process in which Borrower's execute Mortgage Loan Documents;
- n) Providing such other services as may be required in connection with a particular loan transaction.

3.4 Compliance with Applicable Federal, State, and Local Laws

Broker represents, warrants, and covenants to Lender to fully comply completely and in a timely manner with every requirement of all applicable federal, state, and local laws dealing with the origination of the Loans, including without limitation upon the generality of the foregoing, the Consumer Credit Protection Act, ("CCPA"); the Equal Credit Opportunity Act and Regulation B promulgated thereunder ("ECOA"); the Truth in Lending Act and Regulation Z promulgated thereunder, including without limitation, those portions of Regulation Z and the Official Staff Commentary that pertain to Loan Originator Compensation, effective April 1, 2011 ("TILA"); the Real Estate Settlement Procedures Act and Regulation X promulgated thereunder ("RESPA"); the Flood Disaster Protection Act ("FDPA"); the Fair Housing Act; the Home Mortgage Disclosure Improvement Act ("HMDA"); the Gramm-Leach-Bliley Act ("GLBA"); Appraisal Independence Rules ("AIR"); and all applicable state, federal, and local statutes or regulations governing, but not limited to, fraud, consumer credit transactions, predatory and abusive lending, unfair, deceptive, deceptive acts or practices, consumer privacy, cybersecurity, and mortgage banks and Brokers in general.

3.5 Record Retention

Broker shall maintain for up to five (5) years after the last action date on a transaction, available for Lender's inspection, and shall deliver to Lender upon demand, evidence of compliance with all such requirements.

3.6 Lender Investigation

Lender's failure to conduct an independent investigation with respect to such materials, signatures, and information shall not affect or modify the representations and warranties made by Broker under this Article of the Agreement or the rights available to Lender for any breach thereof.

3.7 Broker Compensation

Any fee payable to Broker for its provision of goods, services, or facilities in connection with Applications and Mortgage Loans shall be paid in accordance with the Guidelines and Applicable Requirements, and only in connection with a particular Mortgage Loan if each of the following conditions is met:

- a) Broker has actually provided all necessary goods, services and/or facilities in connection with the Mortgage Loan;
- b) Broker has submitted an executed (i) Mortgage Loan Origination Agreement and (ii) Mortgage Loan Disclosure Statement and/or Agreement, between Broker and the Applicant(s), which said agreements satisfy the requirements of the Applicable Requirements and Guidelines;
- c) Broker is in compliance with all Applicable Requirements and all of the terms of this Agreement and has submitted fully executed copies of all required disclosures with the Application;

- d) With respect to each Application, Broker and the Applicant(s) have completed and executed a Loan Estimate (“LE”) or Good Faith Estimate (“GFE”) as applicable which complies with Applicable Requirements and contains all applicable fees and charges and itemizes the dollar amount of compensation that will be paid to the Broker, (Lender shall rely on Broker’s LE or GFE in completing its own LE or GFE, and Broker’s compensation on borrower paid transactions may not be greater than the amount set forth in the Broker-completed LE or GFE);
- e) Broker has performed, at a minimum, the services required under Section 3.3 and in compliance with Section 3.4 of this Agreement and the Guidelines with respect to the Mortgage Loan;
- f) Any lender-paid compensation or borrower-paid compensation, in connection with the origination of the Mortgage Loan, shall not be greater than that allowed under Applicable Requirements and shall be subject to the additional limitations set forth in the Guidelines. Broker covenants to Lender that the total compensation earned by Broker from the transaction will constitute a reasonable payment for the goods, facilities, and services provided by Broker and Broker will not retain duplicative payments for any of those goods, fees, or services.

The compensation paid by the Lender to Broker pursuant to this agreement shall comply in all respects with applicable federal and state law including, without limitation, those portions of Regulation Z and the Official Staff Commentary of the Truth in Lending Act that pertain to Loan Originator compensation. Without limiting the foregoing, the compensation paid by Lender to Broker shall not be based on the terms or conditions of the Loan, or on any “proxy” for a term or condition. All lender paid compensation paid to Broker pursuant to this Agreement will be based on a pre-determined, fixed percentage of the amount of credit extended, subject to the Lender’s right to establish a minimum or maximum amount of compensation in connection with any particular Mortgage Loan or Loan Product. Any compensation paid by the Lender to Broker shall be in consideration for the services performed by Broker and shall be as described on rate sheets provided by the Lender to Broker from time to time. The Lender reserves the right to amend the pre-determined fixed rate of compensation payable to Broker under this Agreement on a periodic basis. Any such amendment will be incorporated by reference into this Agreement and will be provided to Broker via an updated

Mortgage Broker Compensation Plan. Broker’s fixed rate of compensation is set forth in the Mortgage Broker Compensation Plan and is incorporated into this Agreement by reference. A Broker may change their compensation by submitting a Mortgage Broker Compensation Plan form to the Company. Any changes to the Mortgage Broker Compensation Plan are effective as per the policy on the form.

3.8 Government Sponsored Loans

All FHA-insured, VA-guaranteed, or other Agency sponsored loans shall be originated and closed in accordance with all requirements of the sponsoring Agency. With respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, Broker may act as the Lender’s agent for the sole purpose of taking the Application. This agency relationship shall be solely for the benefit of the Broker and the Lender and not for the benefit of any third party. Broker shall act as the Lender’s agent only at such time as Broker submits such FHA-insured or VA-guaranteed Application to the Lender for credit underwriting. At all other times, Broker shall be acting as an independent mortgage Broker with respect to such FHA-insured or VA-guaranteed Mortgage Loans and the Applicant. Broker agrees not to advertise, publicize, or discuss, in any manner whatsoever, the fact that Broker is acting as the Lender’s agent with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan. Broker shall,

with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, describe and represent the Lender's policies, procedures and pricing only as set forth by the Lender. Broker shall purchase any Mortgage Loan that HUD refuses to insure unless HUD's refusal to insure is due to negligent actions of the Lender.

3.9 Communications with Applicants

Except as may be otherwise provided in the Guidelines, Broker shall be responsible for all communications with Applicants. Broker shall promptly deliver to such Applicants any documents prepared by the Lender and intended for delivery to Applicants.

3.10 Loan Rescission, Reimbursement of Fees

If Broker has collected any fees from a Borrower, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the Borrower pursuant to applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the Borrower.

Article 4: Duties of the Company

4.1 Underwriting of Registered Loan Applications

The Lender or its agent shall underwrite every Application registered pursuant to this Agreement. The Lender shall have no obligation to approve or close a Mortgage Loan which in its sole discretion does not meet the Lender's Underwriting requirements. In making its determination, the Lender expressly disclaims any conclusions Broker may draw as to the general quality or acceptability of the related Application. The Lender retains sole and absolute discretion to reject any Application that does not comply with the terms and conditions of this Agreement or the Guidelines, or for any reason whatsoever (except any reason prohibited by law), and to set the terms and conditions of any approval of an application. The Lender shall notify Broker of the disposition of an Application as set forth in the Guidelines. Broker may not represent that the Lender has approved or will approve any Application until the Lender informs Broker in writing that it has done so. If the Lender declines any Application, it will comply with regulations that require sending an Adverse Action Letter to the applicant. The Lender will have no obligation or liability to Broker for any mortgage loan that is not closed by the Lender nor for any delays in the processing of any Application.

4.2 Closing of Mortgage Loans

The Lender shall proceed to the closing of the Mortgage Loan under the terms and conditions of its approval. The Lender shall prepare the closing package and close the Mortgage Loan in its name and with its own funds.

Notwithstanding the foregoing, if separately agreed to in a Correspondent Agreement signed by the parties, the Lender may authorize Broker (a) to prepare the closing package for the Lender's review, and/or (b) to close the Mortgage Loan in Broker's name.

4.3 Reporting Untrue or Misleading Statement and Fraud

The Lender will report any untrue statements or misrepresentations submitted by the Broker or related to any Mortgage Loan Document to the appropriate law enforcement agencies and regulators as per state and federal requirements.

Mortgage fraud is a felony in many states, and the Lender will comply with reporting requirements and will cooperate in any bona fide investigations. Reporting includes any suspicious activity that would qualify for reporting to the Financial Crimes and Enforcement Network (FinCen). The Lender will also report fraud and misrepresentation to the Mortgage Asset Research Institute (MARI). Whether the Broker has knowledge of untrue and misleading statements is not relevant to the reporting requirements of the Lender.

Article 5: General Representations, Warranties, and Covenants of Brokers

As an inducement to the Lender to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker makes the following representation, warranties and covenants to the Company and any successor in interest to the Lender under this Agreement as of the date hereof, as of each and every date Broker submits an Application to the Company, and, with respect to each Application, as of the date that the related Mortgage Loan is funded by the Lender. The Lender shall be deemed to have relied on such representation, warranties, and covenants, regardless of any independent investigation it may have made or may hereafter make.

5.1 Due Organization; Good Standing

Broker is (i) duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and in existence during the time of its activities with respect to the origination of the Applications and closing of the Mortgage Loans subject to this Agreement; (ii) qualified and duly licensed, or is exempt or partially exempt, to do business in each state or jurisdiction in which it accepts an Application for a Mortgage Loan; and (iii) in compliance with all necessary licensing and lending requirements. Broker specifically maintains a lender and/or broker license to broker first and/or subordinate lien residential and/or commercial mortgage loans to Lender as required by applicable federal and/or state requirements.

5.2 Authority and Capacity

Broker has all requisite power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.

5.3 Effective Agreement; No Conflicts

The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Applicable Requirement.

5.4 Compliance with Laws

Further Broker represents and warrants to Lender as follows, as of the date of execution of the Agreement and the date of each Application which is delivered by the Broker to Lender for underwriting:

- No Application submitted to the Lender is a High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act of 1994 (“HOEPA”) or a “predatory,” “threshold,” “covered,” or “abusive” loan under any applicable state, federal or local, law, regulation, or ordinance relating to such loans (or similarly classified loans using different terminology under a law, regulation, or ordinance imposing heightened regularity scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees) and the Mortgage Loan does not fall into any other classification under state law which the Guidelines identify as a Mortgage Loan not eligible for purchase.
- Broker shall not submit an Application to Lender for a Mortgage Loan that refinances a “special” mortgage (including but not limited to, reverse mortgages, mortgages with discounted interest rates or special terms, loans by charitable, religious, or state or local agencies.)
- Broker shall provide any additional documentation requested by Lender in connection with a “higher priced mortgage loan” as defined under Regulation Z, which implements the federal Truth in Lending Act (“TILA”), and in connection with any similarly classified loans using different terminology under a law, regulation, or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans.
- Broker shall not submit an Application to Lender for a Mortgage Loan Program where the Applicant for the Mortgage Loan will not receive a tangible net benefit.
- Broker shall comply with all applicable broker fee restrictions and requirements under local, state, or federal laws, regulations, or ordinances. Broker shall also comply with all applicable fee restrictions and requirements of the Federal National Mortgage Association (Fannie Mae or FNMA), Federal Home Loan Mortgage Corporation (Freddie Mac or FHLMC), Federal Housing Authority (FHA) or Housing and Urban Development (HUD), Ginnie Mae (GNMA), any other federal agency or quasi-governmental agency, and any restrictions per the Lender’s Guidelines.
- If any FHA, VA, or other Agency sponsored Applications are offered to the Lender, Broker warrants that it has obtained, and has provided copies to the Lender of, all FHA, VA and other Agency approvals required and has taken any action required or to be taken by Broker in relation to such files.
- Broker shall maintain, and, at the Lender’s request, make available for the Lender’s inspection, evidence of compliance with all such requirements.
- The Broker does not believe and has no reason or cause to believe that it cannot perform each representation, warranty, and covenant contained in this Agreement.

5.5 Notice of Threatened Actions

Except as otherwise disclosed to the Lender in the Broker Application, Broker has not been issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Broker covenants to the Lender that Broker shall immediately advise the 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, in connection therewith, or any other sanction that would materially affect Broker’s 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 business or standing. In addition, in the event Broker receives any letter, notice, or other written correspondence (“Notice”) from any regulatory agency with respect to any Application Registered with the Lender, Broker covenants to the Lender that Broker shall advise the Lender immediately of such Notice and deliver a copy of the Notice to the Lender. Broker further represents and warrants that no material complaints have been filed against Broker alleging unfair and deceptive practices and/or violations of any consumer protection laws and Broker covenants to the Lender that Broker shall notify the Lender immediately in the event of any such occurrence and provide a copy of the complaints.

5.6 Litigation

Except as previously disclosed in writing to and acknowledged in writing to the Lender, Broker is not party to (a) any pending, or to Broker’s Knowledge, threatened litigation, suit, proceeding or investigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, predatory lending, or the Broker’s brokering practices (b) any claims by borrowers, or (c) any negative investor or regulatory finding through audits, examinations or mortgage guaranty insurance investigations which, individually or in the aggregate may result in any material adverse change in the business, operations, financial condition, or assets of the Broker or in any impairment of the right or ability on the part of the Broker to perform under this Agreement.

5.7 No Untrue or Misleading Statements

No representation, warranty or written statement made by Broker to the Lender contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading (i) in this Broker Agreement or in any schedule, written statement or any document furnished to the Lender in connection with the transactions contemplated hereby, or (ii) in the Broker Application or (iii) in any loan application documents. As part of these requirements, the Broker is required to execute and abide by the terms of the Zero Fraud Tolerance Statement.

5.8 Business Information

Broker shall furnish the Lender and its representatives with any necessary information and data concerning the affairs of Broker, as the Lender may reasonably request, including without limitation information regarding the status of Broker’s license, permits, authorizations and approvals necessary for the conduct of its business as well as the copies of such documents. Broker shall furnish, annually or when requested by the Lender, copies of audited and/or unaudited financial statements, the type and sufficiency of which shall be determined by the Lender in its sole discretion, together with such other information bearing upon Broker’s financial condition as the Lender may reasonably request.

5.9 Ability to Perform

Broker represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

5.10 Remedies for Breach of Representation and Warranties

Upon discovery by either Broker or Lender of (i) a material and adverse breach of any representation or warranty in this Agreement; (ii) any borrower requesting a forbearance or any other type of delayed payment relief from the

Lender or any party to which the borrower's loan was sold by the Lender, prior to the borrower making their first three (3) scheduled monthly payments under the mortgage note; or (iii) any of the borrower's first Three (3) payments due after closing becoming thirty (30) or more days delinquent (a loan is considered 30 days delinquent if the payment has not been received and applied by the end of the day immediately preceding the loan's next due date), Broker shall, upon demand, purchase any mortgage loan materially affected thereby. the Lender shall exercise such option by written notice to Broker. Within ten (10) days thereafter, Broker shall pay the full repurchase amount by wire transfer to the Lender and forward all appropriate instruments of assignment, all of which shall be without recourse to the Lender (or such investor, if applicable). For purposes of this section, the "mortgage loan" shall mean both funded loans and the real property security for any mortgage loan should the Lender or any investor become the owner thereof through foreclosure or otherwise.

The price which Broker will pay to the Lender to purchase a mortgage loan shall be calculated as follows: (i) if the loan has been sold or assigned to a secondary market investor by the Lender, the repurchase price shall be equal to (a) all amounts paid by the Lender to such assignee (including any servicing release fee or other fee or premium) to repurchase such loan, plus (b) accrued but unpaid interest on such loan from the date of repurchase by the Lender from such secondary market investor through the date of repurchase by Broker from the Lender, plus (c) the borrower's current escrow/ impound account balance, if any; or (ii) if the loan has never been sold or assigned by the Lender, the repurchase price shall be equal to (a) the unpaid principal balance of the mortgage loan, plus (b) any accrued but unpaid interest through the date of repurchase of the loan, less any fees previously paid to the Lender (but excluding any applied buydown subsidy), plus (c) borrower's current escrow/impound account balance, if any, deposited with the Lender, plus (d) any fees or premium previously paid to Broker by the Lender, plus (e) other costs incurred by the Lender related to the loan through the date of Broker's purchase (or, in the case of FHA and VA loans, through the last day of the calendar month in which the repurchase takes place). Upon Broker's purchase of a mortgage loan, Broker shall also assume all servicing obligations in connection therewith.

Notwithstanding the foregoing, the Lender may, in its sole and absolute discretion, forego the repurchase demand if Broker repays to the Lender all compensation it received, from whatever source, in connection with the origination of the loan. The terms of this section only apply if the Lender has taken a loss due to any event in this section.

Article 6: Representations, Warranties & Covenants as to Applications and/or Mortgage Loans

As further inducement to the Lender to enter into this Agreement and to consummate the closing and funding of Mortgage Loans hereunder, Broker makes the representations, warranties and covenants in Section 6.1 to 6.6 of this Agreement, as of the date of submission to the Lender of the related Application, and as of the date that the related Mortgage Loan is funded by the Lender. Each of the following representations, warranties and covenants (a) applies to

any and all Applications Registered by Broker with the Lender and funded by the Lender, (b) is for the benefit of the Lender and its successors or assignors, (c) shall survive any investigation by or on behalf of the Lender, any repurchase of Mortgage Loan by the Lender, any foreclosure or liquidation of the Mortgage Loan, and through any termination of this Agreement or similar event, (d) is deemed to have been relied on by the Lender, regardless of any independent investigation the Lender may have made or may here-after make, and (e) is in addition to any other specific representations, warranties or covenants contained elsewhere herein.

6.1 Compliance with Laws and with the Company Policies and Procedures

As of the date each Mortgage Loan is funded by the Lender, the Mortgage Loan will comply with all Applicable Requirements in this section, as follows. The origination of the Mortgage Loan complies in all respects with the Guidelines. Each Mortgage Loan Registered was originated by Broker and not by a third party. The Application (including all information and documentation submitted in connection with such Application) and, to Broker's knowledge, all related Mortgage Loan Documents have been prepared and/or completed in accordance with the Guidelines and all Applicable Requirements, and all information provided by Applicant and Broker in such Applications, Mortgage Loan Documents, or other documents and/or provided to any Agency or private mortgage insurer is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading. All Broker compensation has been fully disclosed to the Applicant in compliance with Applicable Requirements and the Guidelines. The Applicant has executed and received a copy of the Broker disclosure(s) as required by the Guidelines and there are no disputes with respect to Broker's compensation in connection with the origination or closing of the Mortgage Loan.

6.2 Factual Disclosure

With regard to all Applications submitted to the Lender hereunder, all facts relating to any prospective Mortgage Loan transaction that are known or should be known to Broker and that may adversely affect the value of the Mortgaged Property, the credit, character or capacity of the Borrower, the validity of the Mortgage, or any other aspect of the transaction, have been disclosed in writing to the Lender. To Broker's Knowledge, the Mortgaged Property has not been damaged by fire, flood or other causes.

6.3 No Adverse Circumstances

Broker has no knowledge of any circumstances or conditions with respect to the Application, the related Mortgaged Property, the Applicant or the Applicant's credit standing that reasonably could be expected to cause third party investors or the Agencies to regard any related Mortgage Loan as an unacceptable investment, cause any related Mortgage Loan to become delinquent or adversely affect the value or marketability of the related Mortgage Loan.

6.4 No Other Agreements

Broker has not made, directly or indirectly, any payment on the Mortgage Loan, the Application, or paid any fee for goods and services rendered in connection with the origination and closing of the Mortgage Loan, or on any other loan of Applicant from any other person or entity. Broker has also not made any agreement with the Applicant providing for any variation of the Note rate, schedule of payments or other terms and conditions of the related Mortgage Loan; and Broker has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.

6.5 Government Sponsored Loans

With regard to FHA-insured and VA-guaranteed or other government-sponsored Mortgage Loans, all submissions to the Lender and the sponsoring agency are true, complete and accurate and comply with all requirements of the sponsoring Agency.

6.6 Documentation

No error, omission, misrepresentation, negligence, fraud, or similar occurrence with respect to a Mortgage Loan, including without limitation, the related documentation, has taken place on the part of any person involved in the origination of the Mortgage Loan or in the application of any insurance in relation to such Mortgage Loan. The Broker is responsible for ensuring that all statements and documents provided to the Lender are true, unaltered, accurate and otherwise free from untrue and misleading information before submitting such documentation to the Lender. This covenant applies to the Broker specifically when Broker has specific knowledge, and to the Broker in general, where the Broker should have had knowledge and / or is likely to have had knowledge of the above.

Article 7: Responsibility for Fraud; Purchase Obligation

The Lender will not consummate any Mortgage Loan if it reasonably believes misrepresentations or fraud have occurred in the processing of such Mortgage Loan. If the Lender discovers misrepresentations or fraud after the loan closes, it may require, in its sole discretion, that the Broker purchase the loan. Broker understands and agrees that in the event the Lender reasonably believes that misrepresentations or fraud (e.g., instances of misstatements, altered documents and/or inconsistencies) exist in an Application (or related or supporting document), the Lender may terminate the relationship with the Broker and report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of the 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 the Lender's disclosure of such information.

Article 8: Purchase

8.1 Reasons for Purchase; Timing of Purchase; Purchase Price; Assignment

Broker agrees to purchase from the Lender any Mortgage Loan resulting from an Application subject to this Agreement, upon the terms and conditions set forth herein: (i) in the event that Broker has breached any of the terms of this Agreement, (ii) the Lender receives a repurchase notification from any third-party investor and the repurchase request is based on actual or alleged fraud, or misrepresentation with respect to the Mortgage Loan, or (iii) the Lender receives a repurchase notification from any third-party investor involving a default or an early payment delinquency, defined as any loan for which the borrower neglects to pay one or more of the first six (6) payments on the Mortgage Loan. Broker shall purchase any Mortgage Loan required to be purchased pursuant to this provision within thirty (30) calendar days after Broker's receipt of written demand for purchase from the Lender. The purchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be the amount based on whether the Lender has repurchased the Mortgage Loan from the third-party investor. If the Lender has not repurchased the Mortgage Loan, then Broker agrees to pay the loss mitigation amount incurred by the Lender, plus a reasonable administrative fee. If the Lender has repurchased the Mortgage Loan, then the purchase price the Broker is required to purchase any Mortgage Loan hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan, which will reflect a credit for any proceeds from liquidation of the Mortgaged Property, should the third party investor elect to liquidate the property; (b) accrued interest through the date of purchase; (c) all unreimbursed advances, costs and expenses incurred by the Lender with regard to such Mortgage Loan; (d) all other costs, or expenses incurred by the Lender, including penalties

incurred by the Lender from any investor or servicer and reasonable attorneys' fees incurred in connection with the purchase, and (e) any fees paid by the Lender, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of the Mortgage Loan. Upon any such purchase of a Mortgage Loan by Broker, the Lender shall endorse the Note and shall assign the Mortgage in recordable form to Broker, without representations and warranties, whether express or implied, and without recourse to the Lender. If the Mortgaged Property has been liquidated by the third party-investor for any reason, whether by judicial or non-judicial foreclosure, short sale, deed in lieu of foreclosure, or any mechanism, the Lender will assign all available rights it holds to the deficiency obligations of the Borrower, to the Broker.

8.2 Non-Waiver of Remedies; Right to Offset

The Lender is not required to demand purchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by the Lender and nothing contained in Article 8 shall limit the Lender's right to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy. Any amount owed by Broker to the Lender may be offset by the Lender against funds due Broker or any affiliated entities, subsidiaries, principals or related parties at the sole and reasonable discretion of the Lender. The Lender will provide Broker with an Intent to Offset Notice 7 business days before offset occurs.

Article 9: Indemnification

In addition to any other recourse Lender has under the law or this Agreement, Broker shall indemnify and hold the Lender harmless against and in respect of, and shall reimburse the Lender for any and all losses, liabilities, claims, damages, costs including without limitation reasonable attorneys' fees and costs (including allocated costs of in-house counsel), and actions suffered or incurred by the Lender which arise out of, result from or relate to: (a) the breach by Broker of any covenant, condition, term, obligation, representation or warranty contained (i) in this Agreement or the Guidelines, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement, the Guidelines, and/or the Broker Application, including, without limitation, those arising from any improper origination or processing of Mortgage Loans; or (b) any material act or omission of Broker or any employee or agent of Broker, or of any Broker-selected third party, whose act or omission adversely affects any Mortgage Loan Registered with and funded by the Lender hereunder. Without limiting the foregoing, Broker's obligations under this Article 9 shall include costs and expenses associated with the Lender's efforts to require Broker to purchase Mortgage Loans under this Agreement. In all actions with third parties in which the Lender has the right to be indemnified hereunder, the Lender shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.

Article 10: Term; Termination

10.1 Term

The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article, with Broker's representations, warranties, covenants, and other obligations and agreements contained in this Agreement, including without limitation, Broker's purchase and indemnification obligations, shall survive any termination of this Agreement, or the transfer of any Mortgage Loan by the Lender to

a third party. Broker acknowledges that the Lender may terminate Broker's participation in any or all of the Mortgage Loan Programs, with or without cause and at the Lender's sole discretion, pursuant to this Article. Broker and the Lender agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver any specific loan, or of the Lender to approve or fund any specific loan or loans

10.2 Termination Without Cause; Termination for Cause

the Lender or Broker may terminate this Agreement without cause upon five (5) calendar days' written notice to the other party. Except as provided below, such termination shall not in any way change or modify the obligations of the parties with respect to Applications that have been Registered and Rate-Locked with the Lender pursuant to this Agreement prior to the date of termination. No termination hereunder shall change or modify Broker's obligations under this Agreement accruing prior to the date of termination. No termination hereunder shall change or modify Broker's obligations under this Agreement accruing prior to the date of termination. Notwithstanding anything to the contrary herein, the Lender may (i) refuse to fund any Mortgage Loan, whether or not such Mortgage Loan has been Registered and/or Rate-Locked (and the Lender shall have no liability under this Agreement for any such refusal) and/or (ii) terminate this Agreement immediately, upon written notice to Broker, if (a) the Lender determines that any fraud has occurred in the origination of any Mortgage Loan; (b) Broker fails to perform any of its obligations under this Agreement, or breaches any representation, warranty or covenant made herein; (c) any Applicable Requirement makes it unlawful for the Lender and Broker to do business in accordance with the terms of this Agreement; (d) Broker misrepresents or misleads any Applicants or other persons about the obligations of the Lender this Agreement, misrepresents the relationship between the Lender and Broker, or engages in or aids and abets another in any deceptive practice; (e) Broker attempts to assign its rights under this Agreement without the Lender's prior written consent or fails to comply with the requirements of this Agreement restricting transfer of interest; (f) any of Broker's licenses, authorities, permits or approvals is revoked, suspended, or cancelled, or expires without renewal; (g) Broker is placed on debarment, limited denial of participation, exclusionary, or similar list of any government sponsored enterprise; or (h) Broker violates any Applicable Requirement, or violates any industry standard, including but not limited to codes of ethics or professionalism.

Article 11: Miscellaneous

11.1 Assignment

The 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 the 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 the Lender assigns any of its rights in the Applications and/or related Mortgage Loans that are the subject hereof, such assignee shall have the same rights as the Lender with respect to this Agreement.

11.2 Notices

Any notice or demand shall be in writing and shall be deemed to have been given if either served personally or sent by prepaid, registered or certified mail, return receipt requested, or by overnight courier. Notices shall be addressed to each party as indicated in this Agreement. Either party may give notice of its change of address by written notice to the other. Nothing in this section shall be interpreted to restrict the Lender's right to modify the



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Guidelines as provided for elsewhere in this Agreement, or to publish such modifications in writing or by electronic means including, but not limited to, transmission by telecopier or posting to the Lender web site.

If to Lender:

Company Name	OnY Glo, Inc.
Attention	Compliance
Street Address	6 Hutton Centre Drive, Suite 1030
City, State and Zip	Santa Ana, CA 92707
Telephone	714-831-3431 or 714-869-2876
Email	compliance@ogimb.com

If to Broker:

Company Name	
Attention	
Street Address	
City, State and Zip	
Telephone	
Email	

11.3 Books and Records

Broker shall prepare and maintain files of Mortgage Loan Documents in accordance with applicable guidelines established in the Guidelines and Applicable Requirements. Broker and the Lender shall keep and maintain a complete and accurate account, satisfactory to the Lender, of all funds collected and paid relating to the Mortgage Loans. Broker shall give the Lender, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys, and regulatory agency examiners, access, upon twenty-four (24) hours' notice and during normal business hours, to audit and inspect Broker's files, books, records, reports, statistics and other documents of Broker relating to its obligations under this Agreement. Broker must notify the Company immediately if any barriers or delays exist to impede the audit. Broker covenants that it will cooperate with the Lender in the investigation of any claim and assist in the defense of any lawsuit out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with the Lender, its auditors, and/or regulatory examiners in any audit of the Lender and in any regulatory examination of the Lender.

11.4 Relationship of Parties

Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between the Lender and Broker. Broker shall conduct business in its own name and not in the Lender's name. Broker shall not represent that its office is an office, branch or agent of the Lender or in any other way connected with the Lender. Broker shall have no authority to sign any documents on behalf of the Lender. Broker shall be responsible for its overhead and operational costs, payroll and all other costs.

11.5 Consent to Communication

Broker and the Lender each understands that by executing this Agreement each such party is consenting to receive communications (including, without limitation, Rate Sheets) sent via facsimile, electronic mail and/or any other applicable electronic means by or on behalf of the other party hereto at such facsimile number(s) or electronic mail address(es) as designated by the other party from time to time. This consent will be in effect until such time as the Agreement is terminated, and any provisions of the Agreement surviving such termination are no longer in effect.

11.6 Early Payoff (EPO) and Early Payment Default (EPD)

If any Mortgage Loan is paid in full within one hundred eighty (180) days of the date the first payment is due under the terms of the Mortgage Loan Documents for any reason ("EPO") or if Borrower is 30 days late on any of the first six payments due under the terms of the Mortgage Loan Documents ("EPD"), Broker agrees to pay the Lender all compensation Broker received (from any source) on the Mortgage Loan and any credit to the borrower.

Throughout the term of this Agreement, Lender will monitor the frequency of any such EPO activity on loans submitted by Broker and should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of EPO activity on loans submitted by Broker are deemed excessive, such a finding shall be deemed a valid basis for a declaration of default of this Agreement on the part of the Broker and justification for immediate termination of this Agreement. Lender may, in its sole and exclusive discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address EPO and EPD issues.

11.7 Confidentiality; Safeguarding Consumer Information

Broker agrees that information concerning the Lender's business (including that of all corporate affiliates) is "Confidential Information" 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 also include, without limitation, 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 the Lender in various forms, which information is used or is useful in the conduct of the Lender's business including the Lender's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of the Lender only (i) in connection with performance under this Agreement, and (ii) in compliance with applicable provisions of Subtitle A of Title V of the Gramm-Leach-Bliley Act (codified at 15 U.S.C. 6801et seq.), as it may be amended from time to time (the "GLB act"), the regulations promulgated thereunder, the Fair Credit Reporting Act, 15 U.S.C §1681 et seq. (as it may be amended from time to time, the "FCRA") and all other Applicable Requirements. Except as described in this Agreement, Broker 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 (in accordance with the GLB Act and/or any other Applicable Requirements) to prevent unauthorized disclosure, misuse, alteration, or destruction of confidential Information. Confidential Information shall be returned to the 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. If requested by the Lender, any employee, representative, agent, or subcontractor of Broker shall enter into a nondisclosure agreement with the Lender to protect the Confidential Information of the Lender. A breach of Broker's confidentiality obligations may cause the 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 said party may have at law or in equity.

11.8 Advertising and Trademark

Broker shall not use or appropriate in any manner either the name of the Lender or of any subsidiary or affiliate of the Lender or any of the Lender's (or such subsidiary or affiliate's) product names, trade names, symbols or trademarks, unless specifically licensed in writing to do so by the Lender.

11.9 Entire Agreement

This Agreement, the Guidelines, and any other agreement, document or instrument attached hereto or referred to herein or in the Guidelines, contain the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement, the Guidelines, and any such agreement, document or instrument, the terms conditions and provisions of this Agreement shall prevail.

11.10 Modification and Waiver

No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in a writing signed by an authorized officer of the party or parties to be bound thereby. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy with respect of such occurrence or event on any other occasion. Nothing in this section shall be interpreted to restrict the Lender's right to modify the Guidelines as provided for elsewhere in this Agreement or to publish such modifications in writing or by electronic means including, but not limited to, posting to the Lender website.

11.11 Modification of Obligations

The 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 a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.

11.12 Survival of Provisions

If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.



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11.13 Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

11.14 Governing Law; Jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of California. Any action arising out of this Agreement or the transactions contemplated hereby may only be instituted in any state or federal court located in or near Santa Ana, California. Further, each party expressly waives any objection that such party may have to the laying of venue of any such action and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

11.15 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.

11.16 Release of Liability

Broker hereby discharges and releases the Lender, its parent companies, 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 suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to the Lender's or such other party's use of any Application or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold the 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.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

OnY Glo, Inc.

Signature: _____

Authorized Signatory Name and Title: _____

Dated: _____

Brokerage Name: _____

Signature: _____

Authorized Signatory Name and Title: _____

Dated: _____