

Account Executive: _____

The following package outlines the requirements for signing up with Emporium TPO LLC to originate and deliver loans backed by residential properties. Once approved, Emporium will provide you with logins and system access needed to do business with us. Welcome aboard!

CHECKLIST

- Completed and Executed Mortgage Broker Application
- Completed and Executed Mortgage Broker Agreement
- Mortgage Broker Compensation "Exhibit A – Compensation"
- Completed W-9 Form
- Zero Tolerance Fraud Certification
- Anti-Money Laundering & Bank Secrecy Act Compliance Declaration
- Marketing Terms of Use
- Full two (2) years financials, including most recent P&L and Balance Sheet (dated in last 90 days)
- E&O Insurance
- Resume(s) of all owners
- Corporate Resolution or Principal/Partner Authorization evidencing signature authority
- Articles of Incorporation, or other legal documents detailing ownership

COMPANY INFORMATION

Broker Corporate Entity Name	
DBA Names (if applicable)	
State of Incorporation	
Start Date of Business	
Fed. Tax ID: EIN#	
Company (Main) NMLS#	
Company email Address	
Main Office Address (no P.O. Box)	
List of Other Branch Locations	

COMPANY OWNERS & PRINCIPALS

NAME	TITLE	% OWNERSHIP
SSN	EMAIL	PHONE NUMBER
NAME	TITLE	% OWNERSHIP
SSN	EMAIL	PHONE NUMBER
NAME	TITLE	% OWNERSHIP
SSN	EMAIL	PHONE NUMBER
NAME	TITLE	% OWNERSHIP
SSN	EMAIL	PHONE NUMBER

KEY CONTACTS (SITE ADMINISTRATOR, LOAN OFFICERS ETC.)

NAME	TITLE	EMAIL	PHONE NUMBER

LOAN ORIGATION VOLUME

TIME PERIOD	LOAN PRODUCT TYPE	# UNITS	\$ VOLUME
Current Year to Date			
Previous Year			

STATE LICENSES

AL		KY		ND	
AK		LA		OH	
AZ		ME		OK	
AR		MD		OR	
CA		MA		PA	
CO		MI		RI	
CT		MN		SC	
DE		MS		SD	
DC		MO		TN	
FL		MT		TX	
GA		NE		UT	
HI		NV		VT	
ID		NH		VA	
IL		NJ		WA	
IN		NM		WV	
IA		NY		WI	
KS		NC		WY	

DISCLOSURE/CERTIFICATIONS

Please read each of the following statements and select "YES" or "NO." If any answer is marked "YES," please provide a detailed explanation on a separate letter and submit with your application package.

Has the Company, its Principals, or Officers...

STATEMENT	YES	NO
1) been named as a defendant in a lawsuit, or been involved in any litigation during the past seven (7) years?		
2) been named as a defendant for alleged fraud or misrepresentation?		
3) had any professional license suspended, revoked, had any formal complaint filed against them, or received any other disciplinary action from a federal or state regulatory agency (including any loan officer)?		
4) been suspended by any lender from brokering mortgage loans?		
5) been the subject of any disciplinary action or regulatory sanction for violation of any fair lending, fair housing, unfair or deceptive acts or practices, unethical conduct, fraud, predatory lending, non-discrimination laws or regulation (including any loan officer)?		
6) been convicted of a crime (including any loan officer)?		
7) filed for protection from creditors under any provision of bankruptcy laws within the last seven (7) years?		

THIRD PARTY SERVICES

Emporium requires that all appraisals be ordered through the Mercury Network. Once your free account is created (if you don't have one already), you'll have access to order and track the progress of the appraisal through the Mercury Network portal. If you are not set up and would like an Emporium associate to walk you through the process, please let us know.

Mercury Network Active Account: YES NO

Please provide the name(s) of your credit provider(s):

AFFILIATIONS

Do you own or are affiliated (having ownership in, partnership interest with, family or close personal relationship) with any of the following? If you have no affiliations, please certify by marking "No" below:

Affiliate	Yes*	No
Accounting or Tax Prep. Company		
Appraisal Company **		
Building Contractor		
Closing Agent/Escrow Company		
Credit Repair Company		
Property Management Company		
Realty Company		
Title Company		
Other		

* If marked with a "Yes," please complete additional information below.

** Appraisals from affiliated companies submitted with loans will not be accepted.

Affiliate Name	Street Address	City	ST	ZIP

The undersigned below certifies that the above information and all attached information is true and accurate to the best of his/her knowledge and belief. By signing below, Emporium is authorized to obtain verification of this information from any source to evaluate this Application.

BROKER:

Company Name _____

Authorized Signature By: _____

Authorized Signer Printed Name _____

Authorized Signer Title Its: _____

Date Signed _____

This Wholesale Broker Agreement (the "Agreement"), is entered into this _____ day of _____, 20____ (the "Effective Date") between Emporium TPO LLC, a Delaware limited liability company located at 3010 Gaylord Parkway Frisco, TX 75034 ("Lender") and _____, a _____ with an address at _____ ("Broker"). Lender and Broker are herein referred to as "Party," individually, and "Parties," collectively.

Broker is in the business of originating and Lender is in the business of making loans secured by residential real estate ("Loans"), and Broker and Lender wish for Broker to submit to Lender Loan Submission Packages for its consideration.

THEREFORE, in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged by both Parties, the Parties above stated agree as follows:

The purpose of this Agreement is to set forth the Parties' responsibilities and rights pertaining to mortgage loan applications the Broker may from time to time submit to Lender for consideration.

SECTION 1: BROKER RESPONSIBILITIES

- 1.1 Broker agrees to originate, prepare, process, and deliver to Lender Loan Submission Packages that are taken by Broker in accordance with all Applicable Laws. The term "Applicable Laws" means all applicable federal, state and local laws, regulations, opinions, and guidelines; agency guidelines; standard industry practices; and all policies, procedures and guidelines issued, posted or published by Lender on its website or otherwise, which may be amended from time to time, that pertain to Loan origination, brokering, lending, and servicing in the states or jurisdictions where the real property proposed on the application to secure the Loan (the "Subject Property") is located.
- 1.2 Broker shall submit to Lender "Loan Submission Packages" which means a loan application signed by applicant(s), and such credit, financial, and other information and documentation necessary for Lender to evaluate and underwrite the Loan application. Broker shall assist Lender in obtaining any additional information as requested.
- 1.3 Broker shall notify Lender in writing immediately, (but no later than three (3) business days of its discovery) of any suspected fraud, error, omission, misrepresentation, negligence, complaint, or similar occurrence by any party with respect to any Loan Submission Package.
- 1.4 Without limiting any other provision of this Agreement, Broker shall not discriminate with respect to any applicant and related loan in violation of Applicable Laws. Lender may terminate this Agreement for Broker's failure to comply with all fair lending laws and regulations. Broker acknowledges that Broker:
 - i. has implemented a policy to support fair and responsible originations, brokering and lending in compliance with Applicable Laws; and
 - ii. will review applications for conformity with Applicable Laws.

- 1.5 Within ten (10) business days of Lender's written request at any time (including after termination of this Agreement), Broker shall provide additional documents or information and take all actions necessary to remedy any matter not in compliance with Applicable Laws.
- 1.6 Broker shall notify Lender within ten (10) business days: (a) of any material change in its financial condition, executive management, or broker application submission; (b) if any representation or warranty in this Agreement is or becomes untrue; (c) of Broker's receipt of a writing from any lender or investor demanding that Broker indemnify such party or purchase a loan; and (d) if Broker enters into a decree or order with or receives notice of the finalization of an administrative enforcement action by any agency, regulator or governmental sponsored entity.
- 1.7 Upon thirty (30) business days' notice from Lender, Broker shall provide to Lender any and all documentation or information Lender reasonably requires regarding Lender including evidence of bonds, insurance, and licenses.
- 1.8 Broker shall notify Lender immediately if Broker receives a subpoena relating to this Agreement or any Mortgage Loan submitted to Lender.

SECTION 2: LENDER RESPONSIBILITIES

- 2.1 Upon receipt of a Loan Submission Package from Broker, Lender may underwrite and approve or deny the Loan Submission Package based on Lender's underwriting criteria, rules and regulations, and secondary market standards. Nothing herein constitutes any representation or commitment of Lender that it will extend credit to any applicant, and Lender's determination as to the creditworthiness of any applicant is final and conclusive.
- 2.2 A mortgage loan resulting from Broker's submission of a Loan Submission Package ("Mortgage Loan") shall be closed in the name of Lender. Broker agrees to assign to Lender, at the time of closing of a Mortgage Loan, all right, title and interest in and to the Loan Submission Package and related documents.
- 2.3 Lender shall compensate Broker for its performance of services under this Agreement in connection with each Mortgage Loan as set forth in an Addendum to this Agreement which is attached hereto and incorporated herein by reference and which Lender and Broker may revise as set forth therein. Broker shall not charge, accept, or pay any compensation except as permitted by Applicable Laws. Broker's compensation under this Agreement shall be the same for all Loan Submission Packages submitted by or on behalf of Broker regardless of the branch, office, or geographic location of the loan originator.

SECTION 3: REPRESENTATIONS AND WARRANTIES OF THE BROKER

Broker represents and warrants to Lender, as an inducement for entering into this Agreement and making any Mortgage Loan, that as of the date of this Agreement, at the time of each Loan Submission Package delivered by Broker, through the closing and funding date of any Mortgage Loan and while any Mortgage Loan remains outstanding, all the following are true, complete, and accurate:

- 3.1 All statements Broker made, and all documents Broker provided to Lender in connection with Lender's broker application package remain true, complete, and correct.
- 3.2 For each application submitted by Broker to Lender stating it is for a business or commercial purpose, (a) no portion of the Mortgage Loan proceeds shall be for personal, family or household use; and (b) no applicant, borrower or their family member shall occupy or live in the Subject Property.
- 3.3 Broker is duly organized and in good standing in the state of its formation and qualified to conduct business in each state where a Subject Property is situated.
- 3.4 Broker has the requisite corporate authority, power, and capacity to enter into this Agreement, and Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing or organizational instrument of Broker or any other instrument or agreement to which Broker is a party.
- 3.5 Broker, its employees, and all other persons required to be licensed under Applicable Laws hold the required licenses to accept and process each application, and Broker will notify Lender if a license issued to Broker, or its employees, is revoked or a licensing authority determines not to renew a license.
- 3.6 Broker does not employ anyone who is listed on HUD's Debarment List, or Fannie Mae or Freddie Mac's Exclusionary List, or who is otherwise not permitted to be employed by a company that originates loans to be insured, subsidized or guaranteed by or delivered to any governmental, quasi-governmental or government-sponsored agency.
- 3.7 Broker has a process which accurately monitors and updates NMLS licensing and registration as required by Applicable Laws.
- 3.8 Broker is in compliance with all Applicable Laws including, but not limited to federal, state and local anti-money laundering laws, orders and regulations to the extent applicable to Broker, including without limitation, the USA Patriot Act of 2001, the Bank Secrecy Act and the regulations of the Office of Foreign Asset Control ("OFAC").
- 3.9 Broker has a process to check and monitor the OFAC list for all new hires and participants in any Loan Submission Package.
- 3.10 Broker brokered each Mortgage Loan and paid and received compensation in compliance with, and each Loan Submission Package and documents provided for each Mortgage Loan are in compliance with:
 - i. Applicable Laws, including but not limited to, rules promulgated by the Consumer Financial Protection Bureau ("CFPB") and authoritative state regulatory agencies.
 - ii. Prohibitions on unfair lending; unfair and deceptive acts and practices; and unethical conduct.
 - iii. Applicable Laws for providing disclosures accurately and timely, including stating on the disclosure the date the disclosure was provided to the applicant(s).

- iv. Applicable Laws requiring Broker to ensure there is/will be a Tangible Net Benefit to Borrower(s) for the Loan submitted.
 - v. Applicable Laws related to Anti-Steering and that no applicant was encouraged or required to select a loan product offered by the Broker which is a higher cost product designed for a less creditworthy applicant, taking into account such facts as, without limitation, the loan product requirements and the applicant's credit history income, assets and liabilities. Any applicant who sought financing through a higher-priced or alternative channel or product was directed to Broker's standard loan products if the applicant was able to qualify for one of the standard loan products. Broker offered the applicant all loan products offered by or through Broker for which the applicant qualified, and
 - vi. Applicable Laws related to fee and compensation restrictions and requirements, including loan officer compensation, fee caps, and proper disclosure of fees to applicant(s).
- 3.11 Broker maintains and adheres to policies and procedures to identify, record, and resolve promptly all complaints and shall notify Lender immediately in writing regarding any complaint from any party related to a Loan Submission Package provided to Lender.
- 3.12 Broker is in compliance with the Gramm-Leach-Bliley Act ("GLBA") and state privacy laws. Broker commits to protecting confidential information by utilizing proper information security safeguards and secure document disposal.
- 3.13 Broker has complied with Applicable Laws in connection with any appraisal that is part of the Loan Submission Package (regardless of who acquired the appraisal), including but not limited to, the Home Valuation Code of Conduct (HVCC).
- 3.14 If Broker submits a Loan Submission on which an affiliate of the Broker provides or will provide settlement services in connection with a federally related mortgage loan, as defined under RESPA, Broker must provide proof of proper disclosure to the applicant(s). Otherwise, Broker does not have a direct or indirect relationship with any person in any way connected with the Loan Submission Package and related Mortgage Loan; no conflict of interest or business relationship of any kind exists between Broker and applicant or any other party in connection with a Loan Submission Package, including but not limited to, any appraiser, title agent or attorney.
- 3.15 No instance of fraud, negligence, misrepresentation, or material omission or error occurred, exists, or was committed with respect to any Loan Submission Package or Mortgage Loan. Broker has committed no act or omission that will impair or invalidate Lender's interest in, or the enforceability of, any Mortgage Loan. There are no facts or circumstances in connection with any Loan Submission Package which Broker believes or has any reason to believe could be expected to cause the Mortgage Loan to become delinquent or adversely affect the value, marketability or insurability of such Mortgage Loan, or cause it to be considered a "high cost," "covered loan," "threshold" or "predatory loan" within the meaning of Applicable Laws. Broker has committed no act or omission that will impair or invalidate Lender's interest in, or enforceability of, a Mortgage Loan. Broker has not adversely selected Application Packages for submission to Lender.

- 3.16 A *bona fide* employee of Broker took the loan application. Broker originated the loan application. Broker has not submitted a third-party origination to Lender.
- 3.17 All information, signatures and documents submitted by or on behalf of a loan applicant to Broker and by Broker to Lender pursuant to this Agreement are genuine and the information contained in such documents is true, accurate, and complete.
- 3.18 Broker has complied with Applicable Laws regarding the content, timing and delivery of disclosures. Further, Broker represents and warrants that all disclosures provided by Broker to an applicant shall be dated the date that the disclosure was provided.
- 3.19 Broker agrees to and understands its responsibility regarding its required performance when selecting Lender as the creditor. Once a loan is locked with Lender and the applicant desires to change programs, Broker agrees Lender shall be afforded the first right to offer the applicant an alternate program or price. Broker understands and agrees Lender incurs costs for loans which Broker requests to "lock-in." If excessive cancellation or fallout of locked loans occurs, as determined in Lender's sole discretion, Lender may choose to suspend or terminate this Agreement without notice.
- 3.20 Upon Lender's funding of a Mortgage Loan, such Mortgage Loan will be solely the property of Lender, and Broker waives all claims of interest or ownership in such Mortgage Loan and related Loan Submission Package, including the servicing of such Mortgage Loan.
- 3.21 No Mortgage Loan is subject to any right of rescission, set-off, counterclaim or defense, and none of the terms of any Mortgage Loan and none of the rights thereunder are unenforceable, in whole or in part, on account of any action by Broker, and no such right of rescission, set-off, counterclaim or defense has been asserted by any borrower obligated on a loan or by any third party.
- 3.22 Broker has in place an effective written quality control plan and procedures, a specific process for resolving quality control discrepancies, and a method for tracking all corrective actions taken.
- 3.23 All fees charged to borrowers are appropriate and reasonably related to the value of the services rendered and comply with all Applicable Laws. Broker fully disclosed in writing and explained all fees to applicant/borrower and applicant/borrower has agreed, in writing, to all fees received or to be received by Broker. Broker has not advanced any funds or induced, solicited or knowingly received any advance of funds by a party other than an applicant, directly or indirectly, for the payment of any amount required under the Mortgage Loan unless disclosed to Lender as part of the Loan Submission Package.
- 3.24 There are no lawsuits, complaints, investigations, or other similar actions which involve Broker's duties on behalf of Lender; or which could potentially affect Broker's registration or licensing status or ability to perform the services set forth in this Agreement or adversely impact Lender; Broker shall report any such matters to Lender immediately.
- 3.25 If Broker is provided access to Lender's broker website, Broker agrees to comply with all requirements of Applicable Laws, policies, procedures and/or terms and conditions of use related

thereto, including, without limitation, the protection of passwords and maintenance of security regarding access and use of Lender's broker website, present and future. Notwithstanding the foregoing, Broker may be required to consent to such policies and procedures, and such terms and conditions of use regarding Lender's broker website, present and future, in which case, Broker agrees that by acceptance of such, Broker shall be legally bound thereby. Broker expressly agrees that Lender may change the policies and procedures and/or terms and conditions of use governing Lender's broker website, present and future, at any time and for any reason upon notice to Broker, and any such change shall be effective on the date specified in such notice.

SECTION 4: QUALITY CONTROL

- 4.1 Broker shall maintain a Quality Control Program which shall be acceptable to and comply with all Applicable Laws. Broker shall upon request:
- i. make available copies of Broker's written policies, procedures, internal controls, and training materials relative to Broker's employees and/or agents that have customer contact or compliance responsibilities in connection with Broker's activities under this Agreement; and
 - ii. provide Lender access, during normal business hours, to the offices of Broker in order for Lender to make appropriate on-site reviews to confirm the propriety and effectiveness of Broker's Quality Control Program and its compliance with this Agreement, including an examination of Broker's internal controls and procedures that are designed to protect against a violation of Applicable Laws and consumer harm. It is further understood and agreed that any failure of Broker to fully perform, in whole or in part, any of the terms of this section four (4) shall constitute a material breach of this Agreement and the grounds for its immediate termination.

SECTION 5: PRIVACY

- 5.1 All customer information in the possession of either Party is and shall remain confidential and proprietary information of each Party except:
- i. as otherwise set forth in this Agreement.
 - ii. information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement.
 - iii. information in the public domain at the time it was disclosed through no fault of a Party.
 - iv. information independently developed by a Party without use of any information of the other Party, or
 - v. information that becomes known to a Party without breach of this Agreement or in violation of other Party's rights.
- 5.2 The Parties agree to comply with all Applicable Laws applicable to the protection and privacy of consumer information, including without limitation, the privacy provisions of the Gramm-Leach-Bliley Act 15 U.S.C. § 6801 and will implement appropriate measures designed to safeguard customer information. Each Party will immediately notify the other party upon identification of a breach which impacts the safety or confidentiality of consumer information related to the Parties transactions.

SECTION 6: AUDITS & EXAMINATIONS

- 6.1 Broker understands that Lender is or may be subject to various laws, regulations, and/or secondary market investor requirements pursuant to which Lender must maintain ready access to accurate and current documents and information regarding mortgage brokers. Periodic examinations may be performed by Lender, its agents, representatives, independent contractors, attorneys, accountants, or regulatory bodies during normal business hours to audit, examine and inspect Broker's organization, books, records, systems, operations, policies, procedures, and practices to determine whether Broker is in compliance with this Agreement. Broker acknowledges the authority of Lender to perform such audits of Broker; consents to such audits, examinations, and inspections; and shall cooperate with Lender, its agents, representatives, independent contractors, attorneys, accountants, and regulators. To the extent appropriate, possible, and practicable, in Lender's sole discretion, Lender shall provide no less than seven (7) days' notice in advance of such audit, examination or inspection. Lender's inspection or failure to inspect shall not affect its rights and remedies under this Agreement.
- 6.2 Broker understands that Lender may monitor Broker's activities, including quality control audits of all Mortgage Loans, re-verifications of credit documentation, and any other information or application materials submitted by Broker as required by Lender, its regulators, investors, or otherwise.
- 6.3 Upon Lender's request, Broker shall provide to Lender a copy of Broker's policies and procedures, including but not limited to those regarding Broker's compliance program, quality control program, loan originator compensation, privacy and information security, record retention, anti-money laundering and suspicious activity report compliance.

SECTION 7: INDEMNIFICATION & DISPUTE RESOLUTION

- 7.1 Broker shall indemnify and hold Lender and its past, present and future directors, officers, shareholders, employees, agents, representatives, subsidiaries, attorneys, partners, and successors and assigns ("Indemnified Parties") harmless from and against, and will reimburse the Indemnified Parties with respect to, all losses, claims, damages, liability, costs, fees, and expenses, sustained or incurred by the Indemnified Parties, including reasonable attorney's fees and investigation costs, that are directly or indirectly suffered or incurred at any time or that arise directly or indirectly out of, by virtue of or in connection with:
- i. inaccuracy or breach of any warranty or representation made by Broker in this Agreement;
 - ii. the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement;
 - iii. any acts or omissions of, or services provided by, Broker, its directors, officers, shareholders, employees, agents, representatives, subsidiaries, attorneys, partners, and successors in connection with this Agreement;
 - iv. any claim by a borrower, customer, applicant, or third party resulting from Lender's failure or refusal to fund a loan submitted by Broker;

- v. Broker's violation of any Applicable Laws;
- vi. Broker's negligent or willful act in connection with any Loan Submission Package or Mortgage Loan, including, but not limited to, mortgage fraud; or
- vii. a repurchase or required reimbursement, indemnification, or compensation paid by Lender resulting from a Mortgage Loan as a result of a Loan Submission Package from Broker.

7.2 In the event of any complaint, claim, legal proceeding or other action against Lender or Broker by a Mortgage Loan applicant or borrower, Lender shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such Mortgage Loan applicant or borrower, including without limitation the right to compromise, settle, defend, or continue any such action. Lender shall have the right but shall be under no obligation to assume the legal defense of Broker, and Broker shall pay Lender its reasonable share of legal costs and expenses.

SECTION 8: MANDATORY ARBITRATION

8.1 In the event of any dispute, claim or controversy between or among the Parties to this Agreement arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through an arbitration proceeding to be administered by the American Arbitration Association within the state of New York, in accordance with the American Arbitration Association's Commercial Arbitration Rules. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA Commercial Arbitration Rules. Each of the Parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the Parties to this Agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the Parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the Agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration. The prevailing Party, as determined by the arbitrator, is entitled to recover its reasonable attorney's fees and costs.

SECTION 9: PURCHASE

- 9.1 In the event Lender is requested to repurchase a Mortgage Loan, upon the request of Lender, Broker hereby agrees to purchase the related Mortgage Loan(s) within thirty (30) days of Broker's receipt of Lender's written demand.
- 9.2 The purchase price for the Mortgage Loan that Broker will pay to Lender will be the sum of:
- i. the current unpaid principal owed, plus
 - ii. accrued and unpaid interest, plus
 - iii. all Lender paid compensation, if any, paid to Broker by Lender, plus
 - iv. all monies that Broker received at the direction of borrower which borrower received from Lender in the form of credits or such fees as paid by borrower to Broker as borrower-paid compensation, plus
 - v. all of Lender's costs and expenses, including without limitation, any fees and penalties paid to third parties with respect to the repurchase to include attorney fees, foreclosure costs, advances for real estate taxes and insurance, and principal payments advanced to investors.

SECTION 10: EARLY LOAN PAYOFF/EARLY PAYMENT DEFAULT & OFFSET

- 10.1 Broker shall pay Lender a Fee (as defined below) with respect to any Mortgage Loan that meets any of the following conditions:
- i. The Mortgage Loan paid off ("Early Payoff") within one hundred and eighty (180) days of the funding date.
 - ii. The borrower on the Mortgage Loan fails to make any of the first four (4) monthly payments required under the terms of such Mortgage Loan on or prior to the last day of the calendar month in which such monthly payment is due ("Early Payment Default"). Broker is prohibited from making payments on behalf of the borrower to prevent an Early Payment Default and if made, will not relieve the Broker from its obligation to pay the Fee.
- 10.2 Broker will be issued a billing statement detailing the Fee and related Mortgage Loan. Payment to Lender in full will be required within thirty (30) days of Broker's receipt of a billing statement reflecting the Fee. Lender may, in its sole discretion, and without prior notice or demand to Broker, take an offset against any monies due for any reason from Lender to Broker for any Fee or other amount due from Broker to Lender under this Agreement, and any such offset taken by Lender shall not under any circumstances constitute or be deemed to be an accord and satisfaction or waiver of any other Lender remedy or right to offset.
- 10.3 Lender is not required to demand payment of any Fee, Mortgage Loan purchase or indemnification within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Lender and nothing contained in this provision shall limit 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.

- 10.4 In the event the Early Payoff is due to a refinance solicited, originated, brokered or made by Broker, and the new loan is delivered back to Lender, or the Subject Property has been sold, part or all of the Fee may be waived upon the sole discretion of Lender.
- 10.5 All amounts Broker is to pay to Lender under this Agreement shall be by wire transfer in immediately available funds. Amounts due to Lender by Broker under this Agreement may, at Lender's option and sole discretion, be offset by Lender against any payments then or thereafter due to Broker by Lender.
- 10.6 For purposes of this section, the "Fee" shall be the greater of:
- i. all original compensation Broker received from Lender, or
 - ii. One Thousand Five Hundred Dollars (\$1,500).

SECTION 11: COMMENCEMENT/TERMINATION OF AGREEMENT

- 11.1 This Agreement will commence upon the later date of both Parties' execution and shall continue until either Party terminates by providing written notice to the other Party. Either Party may terminate this Agreement at any time with or without cause upon written notice to the other; however, termination of this Agreement shall not extinguish Broker's obligations under this Agreement other than Broker's duty to submit Loan Submission Packages to Lender. This Agreement and the warranties, representations and covenants contained herein and Broker's liability to Lender of any nature or kind, with respect to Mortgage Loans funded by Lender shall survive the termination or cancellation of this Agreement, the sale or assignment of any Mortgage Loan and the foreclosure of any Mortgage Loan. Lender may rely upon Broker's warranties, representations and covenants, irrespective of any knowledge Lender may have, and Broker shall not be relieved of any liability to Lender unless Lender waives, in writing, a breach of any warranty or representation. Further, Broker shall not be relieved of any liability to Lender as a result of, nor may Broker assert a claim or defense based on, Lender approval of any application or acceptance of any Mortgage Loan documentation.
- 11.2 In the event of termination, Lender may, but shall be under no obligation to, fund any Loan in connection with a Loan Submission Package.

SECTION 12: NOTICES

- 12.1 All demands, notices, and communications delivered to a Party pursuant to this Agreement shall be provided in writing (which may be delivered by electronic transmission to the email addresses set forth below) and shall be deemed delivered only when received by the Party to which it is sent. Any such demand, notice, or communication not delivered via electronic transmission can be delivered by a recognized private courier service or deposited with the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed as follows, unless such address is changed by written notice hereunder.

Lender:

Emporium TPO LLC
3010 Gaylord Parkway
Suite 125
Frisco, TX 75034
Email: clientservices@emporiumlending.com

Broker:

Address: _____
Address 2 _____
City/State/Zip _____

SECTION 13: MISCELLANEOUS

- 13.1 Lender may unilaterally and immediately amend, update, and modify this Agreement as necessary, in Lender’s sole discretion, to comply with Applicable laws or secondary market investor requirements.
- 13.2 Except as set forth in Section 13.1, no waiver or modification of this Agreement shall be valid unless executed in writing by both Parties.
- 13.3 Broker specifically acknowledges and agrees that Broker is not an agent of Lender and has no authority to make any representations on behalf of Lender or to bind or obligate Lender in any way.
- 13.4 Broker agrees that it may not use Lender's name in any advertising without the prior written consent of Lender.
- 13.5 This Agreement shall be governed and interpreted in accordance with any state or federal law within the State of New York without regard to choice of law provisions thereof. Broker agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of New York. Broker hereby waives application of inconvenient forum.
- 13.6 **WAIVER OF JURY TRIAL: THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES, OR DISPUTES ARISING OUT OF OR WHICH ARE RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**
- 13.7 This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. A copy, PDF, and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy, PDF, and/or facsimile reproduction will have the same force and effect as a fully executed, original document.

- 13.8 Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and Lender. Broker is not obligated to provide Loan Submission Packages exclusively to Lender; Lender is not obligated to accept Loan Submission Packages exclusively from Broker. It is understood and agreed that that this shall be a non- exclusive agreement.
- 13.9 It is understood and agreed, and it is the intention of the Parties hereto, that Broker is not an employee, agent, joint venture, partner, or any other relation of similar nature for any purpose whatsoever with respect to Lender. Neither Party to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other Party. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch, or agent of Lender or in any other way connected with Lender. Broker shall have no authority to sign any document on behalf of Lender, or to bind or obligate Lender in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs, and all other costs incurred in connection with its operations.
- 13.10 Should any term, clause, or provision of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, such invalidity or non-enforceability shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- 13.11 This Agreement and any agreement, addenda, exhibit, schedule, document, instrument, or other incorporated writing contain the entire agreement between Broker and Lender 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 and a term or provision of any agreement, exhibit, schedule, document, instrument, or other incorporated writing, the terms or provisions of this Agreement will prevail over the terms or provisions of the exhibit, schedule, or other incorporated writing.
- 13.12 Neither this Agreement nor any rights hereunder shall be assignable or delegable by Broker without Lender's prior written consent, which may be withheld in Lender's sole discretion. Lender may assign this Agreement with written notice to Broker.
- 13.13 The titles and headings of the various sections of this Agreement have been inserted for organization and convenience of reference only and shall not be deemed to affect in any way the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted jointly by the Parties, and any ambiguity in this Agreement shall not be construed against any drafter and shall be construed equally against each Party.
- 13.14 Neither (i) the failure or delay of a Party to exercise any right given to it under this Agreement or to insist on the other Party's strict compliance with any term or provision of this Agreement, nor (ii) any custom or practice of the Parties or of the industry that is at variance with the terms of this Agreement shall constitute a waiver of either Party's right to demand of the other Party strict compliance with the terms and conditions of this Agreement. Waiver, by either Party of a particular default by the other Party shall not affect or impair the non-defaulting Party's rights with respect to any subsequent default, whether of the same or of a different nature. Nor should any delay or

omission of either Party to exercise rights arising from a default of the other Party affect or impair the non-defaulting Party's right with respect to that default or any subsequent default.

- 13.15 **Accrual of Cause of Action.** Lender's rights and Broker's obligations under this Agreement, including, without limitation, those related to indemnification, shall not be affected by Lender taking any of the following actions, with or without notice to Broker: (i) liquidation, repayment, retirement, sale, or resale of any Mortgage Loan; (ii) foreclosure of any Mortgage Loan (in which case the amount bid at any foreclosure sale shall not in itself be used in measuring the extent of Lender's loss); or (iii) sale or resale of the property securing any Mortgage Loan.
- 13.16 **Attorneys' Fees; Costs.** If any action or other proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to attorney's fees and other costs incurred in that action or proceeding, whether or not a lawsuit is filed, in addition to any other relief to which it may be entitled.
- 13.17 **Communication Authorization.** Broker expressly authorizes, consents, permits and invites Lender to call, text or email Broker using an automatic telephone dialing system, "autodialer," an artificial or prerecorded voice or any other technology or equipment and for the purpose of transmitting any message and attachment, including unsolicited advertisements and any and all other documents, materials or communications, to the mobile, cell or other phone number(s), facsimile number(s) and e-mail address(es) provided by Broker to the Lender.
- 13.18 **Reporting.** Broker understands and agrees that Lender may report information about any Loan Submission Package or Mortgage Loan that Lender believes to contain misrepresentations or irregularities to any regulator, agency or to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"), and Broker hereby releases Lender from any and all damage, loss, liability, cost, action, cause of action, claim, demand or expense that may arise from such reporting.
- 13.19 **Waiver.** Lender's examination of or failure to examine any Loan Submission Package prior to funding or at any time, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver. Nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 13.20 **Intellectual Property.** Lender owns and has interests in a variety of service marks, trademarks, copyrights and other forms of intellectual property used in connection with its business. This Agreement is not intended to, nor does it grant a license to Broker, to use these service marks or other intellectual property rights of Lender. Broker is authorized to distribute materials prepared by Lender which contain such service marks solely in conjunction with offering and providing the services contemplated under this Agreement for the purpose of originating Mortgage Loans for Lender. Nothing in this Agreement gives to Broker any right, title, or interest in Lender's intellectual property all of which is and shall remain the sole property of Lender. Any and all uses by Broker of such intellectual property shall inure to the benefit of Lender.

13.21 Documents Mutually Negotiated. Lender and Broker agree that this Agreement has been mutually negotiated by each party and shall not be construed against either as the drafter thereof.

13.22 Power of Attorney. Broker does hereby irrevocably make, constitute, and appoint Lender and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Broker with power to sign the name of Broker on any closing or recordable document or instrument, which was to have been signed by Broker according to the terms of this Agreement. This power, being coupled with an interest is irrevocable until this Agreement is terminated and all of Broker’s obligations hereunder which may survive termination have been fully satisfied.

13.23 Business Resumption and Disaster Recovery. Broker shall maintain a business continuity and disaster recovery plan which contemplates the resumption of business and the security and recovery of confidential information in the event of a disaster or business interruption so as to support its performance under this Agreement.

IN WITNESS WHEREOF, the Parties have agreed to and executed this Agreement as of the Effective Date:

BROKER:

Company Name _____

Authorized Signature By: _____

Authorized Signer Printed Name _____

Authorized Signer Title Its: _____

Date Signed _____

LENDER:

Company Name Emporium TPO LLC

Authorized Signature By: _____

Authorized Signer Printed Name _____

Authorized Signer Title Its: _____

Date Signed _____

accordance with the Compensation Addendum Exhibit in effect at the time Broker submits a Loan Submission Package to Lender. Lender may modify this Addendum at any time with notice to Broker.

By signing below, Broker acknowledges, agrees, and certifies that:

- Broker is in compliance with the “loan originator compensation rule” as published in 12 CFR § 1026.36 including Broker’s compensation and Broker’s compensation to others; and
- Broker shall charge or pay compensation only as required by Applicable Laws and disclose its compensation in compliance with Applicable Laws.

IN WITNESS WHEREOF, the Parties have agreed to and executed this Compensation Addendum as of the effective date herein:

BROKER:

Company Name _____
Authorized Signature By: _____
Authorized Signer Printed Name _____
Authorized Signer Title Its: _____
Date Signed _____

LENDER:

Company Name Emporium TPO LLC
Authorized Signature By: _____
Authorized Signer Printed Name _____
Authorized Signer Title Its: _____
Date Signed _____

ZERO TOLERANCE FRAUD CERTIFICATION

Broker to be held accountable for all actions of its employees, agents, and licensees and is responsible for the information provided with each application submitted to Emporium TPO, LLC (Lender). Lender's policy is to report all instances of potential fraud or suspicious activity to state and federal law enforcement agencies.

LOAN FRAUD & MISREPRESENTATION:

Below are examples of fraudulent misrepresentation. This list is not an all-inclusive list:

1. Broker's non-disclosure of relevant information.
2. Submitting inaccurate information including, but not limited to:
 - a. False statements on loan application(s).
 - b. Falsification of documents used to substantiate any information used to qualify the Borrower(s) and/or subject property.
3. Signing any documents, including letters of explanation, on behalf of Borrower(s).
4. Submitting incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit.
5. Failure on behalf of the broker/loan officer/interviewer/processor, to obtain all information required by the application in addition to failing to request further information as dictated by Borrower's response to other questions.
6. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate. Examples would include, without limitation:
 - a. Simultaneous or consecutive processing of a multiple loans from one applicant and supplying different information on each application.
 - b. Allowing applicant or interested third party to "assist" with processing the loan.

IMPACTS OF LOAN FRAUD:

The effect of loan fraud is costly to all parties involved. Lender stands behind the quality of its loan production.

To the Lender: Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by Lender. Fraudulent loans damage our reputation with investors and mortgage insurance providers and could cause Lender's selling privileges to be suspended or terminated by its investors.

To the Broker: Criminal prosecution by legal authorities, loss of license, civil action by Lender, civil action by applicant/borrower or other parties to the transaction, loss of approval status with Lender.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

WHOLESALE BROKER APPLICATION ZERO TOLERANCE FRAUD CERTIFICATION

Broker hereby represents and warrants to Lender its full compliance with this Zero Tolerance Fraud Certification and agrees to immediately report suspected loan fraud to Lender.

BROKER:

Company Name _____

Authorized Signature _____

Authorized Signer Printed Name _____

Authorized Signer Title _____

Date Signed _____

**ANTI-MONEY LAUNDERING &
BSA COMPLIANCE CERTIFICATION**

Broker hereby certifies that they are fully compliant with final Rule 31CFR, (Parts 1010 and 1029) of the Bank Secrecy Act, as amended from time-to-time, issued by the U.S. Department of Treasury, Financial Crimes Enforcement Network (FinCEN) requiring non-bank residential mortgage lenders, mortgage loan brokers and originators to establish an Anti-Money Laundering (AML) program and file Suspicious Activity Reports (SARs).

BROKER:

Company Name	_____
Authorized Signature	_____
Authorized Signer Printed Name	_____
Authorized Signer Title	_____
Date Signed	_____

MARKETING TERMS OF USE

Lender may, from time to time, provide marketing materials to Broker for the purpose of advertising Lender products and services to Broker’s customers. Such materials are owned and the property of Lender. Broker is provided a non-exclusive limited purpose authorization to use the materials for the intended purposes only.

Lender created marketing materials are compliant with Lenders regulatory and licensing requirements as a mortgage lender.

Co-Branded Materials

From time to time, Lender may choose to co-brand an advertisement with Broker. In such instances, Broker is responsible for reviewing the materials and adding any disclosures or disclaimers which may be required based on Broker’s regulatory and licensing requirements as a mortgage broker. Lender will have final review and approval of all co-branded materials prior to release.

Private Label Materials

From time to time, Lender may choose to provide marketing materials related to product and services offered by Lender to Broker in a manner that allows Broker to distribute the information under Broker’s branding. In such instances, Lender will be responsible to ensure the materials accurately represent the offered product or service. Broker will be responsible for adding any disclosures or disclaimers required based on Broker’s regulatory and licensing requirements as a mortgage broker. Lender will have final review and approval of all Private Label materials to ensure the materials accurately represent the offered product or service and the proper relationship of the parties.

Lender will maintain final approved materials according to its Record Retention Policy and may monitor Broker’s adherence to these Marketing Terms of Use.

Disclaimers

Nothing within the scope of sharing marketing materials creates an agency relationship between the parties. All parties bare their own cost in the production and distribution of marketing materials. In providing these materials, Lender is not providing compliance or legal advice. You acknowledge that Lender assumes no liability for the accuracy or completeness of Broker’s marketing materials, disclosures, or disclaimers.

Broker hereby acknowledges receipt and agreement with this Marketing Terms of Use.

Company Name _____

Authorized Signature By: _____

Authorized Signer Printed Name _____

Authorized Signer Title Its: _____

Date Signed _____