

Broker Annual Recertification



WholesaleLending



CONFIDENTIAL

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Wholesale 03/11/2023



Broker Annual Recertification

A. Overview

It is the policy of Right Start Mortgage, Inc. ("RSM") to update our records and conduct an annual recertification. As an approved TPO of RSM we ask that you complete and return the attached recertification package. Doing so will allow us to ensure our records are current and accurate, as well as help ensure your own compliance efforts.

We ask that you respond to this request within 30 business days of receipt. Failure to do so could result in deactivation of your account and access to the secure portion of our website.

B. Monthly Monitoring/Surveillance

Broker Approval Desk maintains the data base for all Brokers. Surveillance includes constant monitoring of licenses in each state that the Broker is conducting business. Any Broker who has a negative rating or status with the State or the Regulatory agency for that particular state will be deactivated.

C. Required Documentation

- ☐ Broker Annual Recertification Application and Wholesale Broker Application
- ☐ Current Financial Statements (*Balance Sheet and Profit and Loss*) for the last 90 days that includes a computation of adjusted net worth, certified and signed as accurate and complete by an authorized officer verifying that the minimum required net worth of \$50,000 is maintained
- ☐ Current Errors and Omissions policy declaration page or certificate page that states the policy number, effective/expiration dates, policy limits, and carrier
- ☐ Articles of Incorporation/Organization / Partnership Agreements / Fictitious Business Name Statement or any change in ownership of 10% or more
 - **Note:** Only required if changes have occurred in the past 12 months
- ☐ Resumes of Officers or Key employees added within the past 12 months (*unless no changes*)
 - **Note:** Only required if changes have occurred in the past 12 months

D. Instructions

Please complete the RSM Broker Annual Recertification Form and attach documents as necessary. Submit the completed recertification documents via email to brokerapproval@rightstartmortgage.com. If you have any questions/concerns regarding your application or approval process, please contact your AE or call the Broker Approval Desk at (800) 520-5626.

Brokers who fail to provide this documentation within the time frame required may result in termination of Right Start Mortgage's Agreement. The AE will be notified of Brokers failure to meet standards and may wish to provide Senior Management with additional information on behalf of the Broker.



Broker Annual Recertification

Account Executive: _____

COMPANY INFORMATION

Company Name: _____ Phone: _____
Doing Business As (DBA): _____ Email Address: _____
Business Address: _____ Company Website: _____
City, State, Zip: _____ Company NMLS ID: _____

CONTACTS

Principals

Please provide information for any and all owners owning 10% or greater. 100% of ownership must be represented. All owners holding 10% or greater must provide ALL information and execute this package, specifically the Authorization to Release Information.

Name: _____ Title: _____ Percent Owned: _____ % Years in Industry: _____
Phone Number: _____ Email Address: _____

Name: _____ Title: _____ Percent Owned: _____ % Years in Industry: _____
Phone Number: _____ Email Address: _____

LENDER REFERENCES

(List three companies that you have brokered the most loans to in the last six months.)

1.

Company Name: _____ Years Approved: _____
Address: _____ City/ State/ Zip: _____
Primary Contact: _____ Title: _____
Phone Number: _____ Email Address: _____

2.

Company Name: _____ Years Approved: _____
Address: _____ City/ State/ Zip: _____
Primary Contact: _____ Title: _____
Phone Number: _____ Email Address: _____

3.

Company Name: _____ Years Approved: _____
Address: _____ City/ State/ Zip: _____
Primary Contact: _____ Title: _____
Phone Number: _____ Email Address: _____

DECLARATIONS

1. Has your company, and/or principals or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity in the past 12 months?
☐ Yes ☐ No
2. Has any principals or corporate officers, been convicted of a crime or named in a pending criminal proceeding (excluding traffic violations and other minor offenses) in the past 12 months?
☐ Yes ☐ No
3. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws in the past 12 months?
☐ Yes ☐ No
4. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency in the past 12 months?
☐ Yes ☐ No
5. Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with your company and/or any principals or officers in the past 12 months?
☐ Yes ☐ No
6. Has your company ever had unfavorable findings with regard to mortgage operations, including any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency in the past 12 months?
☐ Yes ☐ No
7. Has there been a material change in company ownership (greater than 10%), board of directors or senior management in the past 12 months? If Yes, please provide Certificate of Amendment/ New Broker Agreement and Policy Statement.
☐ Yes ☐ No
8. Has your company moved within the past 12 months? If Yes, please provide an updated W-9.
☐ Yes ☐ No

PLEASE NOTE: If **Yes** to any of the above questions please attach a letter of explanation, reasons for occurrence and action taken to prevent a recurrence of similar claim or action. If applicable, provide any supporting documentation which includes resolution and case number.

The broker hereby certifies that all information provided is true and accurate and that no material changes have occurred that would impact their approval with Right Start Mortgage, Inc.

Broker of Record Signature: _____ Date: _____

Print Name: _____ Title: _____

Principal Officer Signature: _____ Date: _____

Print Name: _____ Title: _____

AUTHORIZATION TO RELEASE INFORMATION

I certify that I am duly authorized to complete this recertification and grant consent on behalf of the firm named herein for the purposes of applying to become an approved Mortgage Wholesale Broker with Right Start Mortgage. The undersigned certifies to Right Start Mortgage and its successors and assigns that the foregoing information and all accompanying documents are true and complete. The undersigned hereby authorizes Right Start Mortgage to obtain verification of any information or documentation provided in connection with this Application from any source (*including, but not limited to both business and personal character or credit references provided by Applicant or any owner, principal, officer, employee, member, partner or representative of Applicant*). Right Start Mortgage is also authorized to submit the name of the company and all employees of the company for screening through any and all mortgage industry background databases. Applicant hereby releases and holds harmless Right Start Mortgage, and third party vendor assisting with verification of information or documentation provided (*including, without limitation, and background search*) from and against all liability for claims, damages, losses, costs and expenses of any kind whatsoever that may arise from such verification efforts or the use or reporting of any information obtained in the course of such verification efforts.

Legal Name of Broker Company: _____

Broker of Record Signature: _____ Date: _____

Print Name: _____ Title: _____

Principal Officer Signature: _____ Date: _____

Print Name: _____ Title: _____



WHOLESALE BROKER AGREEMENT

This Broker Agreement (the "Agreement") is entered into by and between Right Start Mortgage, A California Corporation ("RSM"), having an address of 80 South Lake Ave, Ste 520, Pasadena, CA 91101, and _____ ("Broker") having an address of _____.

This agreement shall be effective as of _____.

A. Broker is engaged in the business of originating and processing residential mortgage loans as a mortgage broker and is either a sole proprietorship or employs licensed mortgage loan originators.

B. RSM extends credit to qualified borrowers for first and second lien residential mortgage loans.

C. Broker desires to submit residential mortgage loan applications (each an "Application") and obtain loans (each a "Loan") from RSM for Broker's customers.

NOW, THEREFORE, the parties enter into this Agreement as follows:

1. SUBMISSION OF LOAN APPLICATION PACKAGES.

From time to time, Broker may submit loan application packages with supporting documentation to RSM in compliance with the representations and warranties in this Agreement and the RSM's lending policies and guidelines, including program announcements, memoranda, bulletins and other communications to Broker ("Guidelines"). RSM may amend its Guidelines and submission requirements from time to time in its sole discretion.

2. COMPENSATION.

Broker may receive compensation for performance of its duties under this Agreement either as a consumer paid transaction or as a RSM paid transaction, as described in Exhibit A of this Agreement. Broker shall disclose such compensation to each borrower in accordance with applicable law, including the Real Estate Settlement Procedures Act ("RESPA") and the Truth-in-Lending Act ("TILA"). With respect to such compensation, Broker agrees and represents and warrants as follows with respect to each Loan:

- Broker shall not charge more to the consumer for a consumer paid transaction than the Broker would be able to charge for the then-current RSM Paid Compensation Selection on file with RSM as provided for in Exhibit A to this Agreement.
- Broker shall not receive compensation or charge any fee in excess of the reasonable value of the goods, services, or facilities provided.
- Broker shall not receive both consumer paid compensation and RSM paid compensation on the same transaction.
- Broker shall not receive any compensation or charge any fee which is calculated based on the terms or conditions of a Loan, other than the loan amount, in violation of the Loan Originator Compensation Requirements adopted by the Consumer Financial Protection Bureau and amending Regulation Z ("LO Comp Rule").
- Broker shall not compensate any of its employees that meet the definition of "Loan Originator" in any manner that is not in compliance with the LO Comp Rule.
- Broker shall not steer a consumer to RSM in order to increase Broker's compensation with respect to a Loan.
- Broker shall not be eligible for any compensation on a Loan until such transaction has closed and funded and all other applicable conditions are met.

- Should RSM identify that Broker's compensation or negotiated fees exceed applicable law, such compensation, fee or fees may be reduced, without notice to the Broker, to achieve levels which do comply.
- RSM may fund a loan and may temporarily withhold the Broker's compensation until all funding conditions have been met.

3. REPRESENTATIONS AND WARRANTIES OF BROKER.

Broker makes the following representations and warranties with respect to this Agreement and each Loan.

3.1. Authority.

Broker has the requisite power, authority, and legal capacity to enter into and perform its obligations under this Agreement. Broker has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. Broker's execution, delivery, and performance of this Agreement will not conflict with or result in a breach of any terms, conditions, or provisions of Applicable Laws or Broker's articles of incorporation, charter, by-laws, partnership agreement, or other organizational documents, any agreement to which it is a party, or any court order, judgment or decree to which it is subject. Broker's participation in this Agreement is in the ordinary course of Broker's business.

3.2. Duly Licensed.

Broker is and shall continue during the term of this Agreement to be duly organized, validly existing, and in good standing under the laws of the state governing its creation and existence and duly qualified to transact business and in good standing in the state in which property serving as security for any Application or Loan is located. Broker and its employees possess all necessary licenses, permits, authorizations, registrations, and approvals to engage in the activities contemplated by this Agreement.

3.3 No Litigation Pending.

There is no litigation, action, suit, proceeding, arbitration, inquiry, review, audit, or investigation pending or, to the best of Broker's knowledge, threatened, against Broker which, either in any one instance or in the aggregate, may result in any material adverse change in Broker's business, operations, financial condition, or reputation, which would draw into question the validity or enforceability of any Loan, Loan document, or any action taken or to be taken by Broker, or which would materially impair Broker's ability to perform all of its obligations under this Agreement.

3.4. Compliance with Laws.

Broker has complied, and will comply, with any law, ordinance, requirement, regulation, rule, or order applicable to its business, the violation of which might adversely impact Broker's operations, reputation, or financial condition or the Broker's ability to submit Applications and Loans under this Agreement. In connection with the Applications and Loans, Broker has complied and shall continue to comply with all applicable federal, state, and local laws, regulations, and rules, including, without limitation, applicable state lending and licensing and/or registration laws (including but not limited to the SAFE Act), the Federal Fair Housing Act, RESPA, Regulation X, TILA, Regulation Z, Equal Credit Opportunity Act, Regulation B, Consumer Credit Protection Act, Flood Disaster Protection Act, Fair Credit Reporting Act, Home Mortgage Disclosure Act, and HUD regulations applicable to a loan correspondent all as amended from time to time (collectively, "Applicable Laws"). Broker, at a minimum implements the following

policies that meet federal and, as applicable, state regulatory requirements: an Anti-Money Laundering Program; a Customer Information Security Program; a Red Flags Identity Theft Policy, an Appraiser Independence Policy. Broker shall timely deliver a loan options disclosure to each consumer on a Loan to meet the safe harbor provisions of Regulation Z to facilitate compliance with the prohibition on steering to receive greater mortgage originator compensation.

3.5. True and Correct. No statement, report, information, document, written materials, or financial statements Broker submits in connection with this Agreement, any Application, or any Loan contains any untrue statement of fact or omits to state a fact that would make the statements contained misleading. Each document Broker submits to RSM is in every respect valid and genuine, being on its face what it purports to be. All information Broker submits to RSM in connection with the Application is true, correct, and complete. Broker shall not submit any false, fraudulent, inaccurate or erroneous information or statement, or omit any material facts necessary to make any statements or information included in the Loan or Application true, correct, and complete. This representation and warranty shall apply where Broker (a) knew or should have known of the fraud or misstatement of material fact, (b) failed to follow standard practices and procedures prevalent in the mortgage banking industry, or (c) has non-arms-length business, financial or personal affiliation with, or financial interest in any third party to the transaction. Broker expressly acknowledges that RSM relies on the information provided by the broker as to its truth and accuracy.

3.6. Factual Disclosure.

With regard to all application submitted to RSM for 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 RSM. Further, Broker has not withheld knowledge of any circumstances or conditions with respect to the application, the related property, the applicant or the applicants' credit or income standing that could be reasonably construed to negatively impact RSM's, or any other third party, credit decision.

3.7. No Adverse Selection.

Broker has not and will not use any adverse selection procedures in selecting which Applications or Loans to submit to RSM from among the residential mortgage loan applications that are available to submit to RSM.

3.8. Fictitious Names.

Broker has no fictitious name or "doing-business-as" names except those that are disclosed to RSM in writing and registered with the Nationwide Mortgage Licensing System ("NMLS").

3.9. Conflicts of Interest.

In connection with the Loans, Broker shall conduct itself so as to avoid any ethical improprieties or conflicts of interest. Broker shall not have any direct or indirect ownership interest in any property serving as security for the Loan or any business or personal affiliation with, or direct or indirect ownership interest in, any third party vendors providing services with respect to the Loan, including but not limited to, any settlement service providers, notary, credit reporting agencies, real estate agents, appraisers, or title or escrow agents involved in the Loan. Broker shall not act as the real estate agent representing the buyer or seller in connection the Loan or conduct any settlement services related to

the Loan. Broker shall disclose to RSM in writing upon submission of the Application any and all personal or monetary involvement relating in any way to the Loan.

3.10. Quality Control.

In connection with Broker's activities, and at the time of each Loan submission, Broker has in place a written quality control plan and procedures, a specific process for resolving quality control discrepancies, and a method for tracking any and all corrective actions taken.

3.11. Fair Lending.

Without limiting any other provision of this Agreement, Broker shall not discriminate with respect to any Loan Application and related Loan in violation of Applicable Laws. Broker acknowledges that RSM: (i) has implemented a fair lending policy (which is available on RSM's website); and, (ii) will monitor loan submissions for fair lending performance in conformity with its internal fair lending policy and with Applicable Laws. RSM reserves the right to terminate this Agreement for Broker's failure to comply with any and all fair lending laws and regulations or RSM's fair lending policies.

3.12. Marketability of Loans.

Broker has no knowledge of any circumstances or conditions with respect to any Loan, the applicants, or the property securing the Loan, that can reasonably be expected to: (i) cause an any governmental, quasigovernmental or institutional secondary mortgage market investor to regard the purchase of the Loan as an unacceptable investment, (ii) cause any Loan to become delinquent, or, (iii) adversely affect the value or marketability of any such Loan.

3.13. Performance of Services.

Broker has performed at least the minimum services required by RESPA, Regulation X, and statements of policy issued by HUD or other federal regulatory agencies to earn compensation as a mortgage broker, including all of the following services normally performed in the origination of a loan:

- (a) Taking information from the borrower and filling out the application;
- (b) Analyzing the prospective borrower's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford;
- (c) Educating the prospective borrower in the home buying and finance process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product;
- (d) Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- (e) Initiating/ordering requests for mortgage and other loan verifications;
- (f) Assisting the borrower in understanding and clearing credit problems;
- (g) Maintaining regular contact with the borrower, realtors, and RSM between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- (h) Ordering legal documents; and,
- (i) Participating in the loan closing.

No party other than Broker has performed such origination services.

3.14. No Solicitation.

Broker shall not directly or indirectly solicit any borrower to refinance a Loan within 180 days after the first payment date of such loan. Notwithstanding the foregoing, it is understood and agreed that (a) promotions undertaken by the Broker or any affiliate which are directed to the general public at large, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements, and (b) customer retention communications to the borrower personally, by telephone or mail such as newsletters, birthday cards, and requests for referrals shall not constitute a violation of this subsection.

Broker shall not directly or indirectly solicit for purpose of employment any employee of RSM and its affiliates.

3.15. Post Closing Documentation

Broker agrees that it is responsible to assist in obtaining and delivering post-closing documents that may be required from time to time to complete mortgage loan processing. Broker understands that it is not authorized or empowered to clear any conditions on behalf of RSM. Broker agrees to exercise its best efforts to take all actions necessary, in a timely and accurate manner, to obtain documents or corrections as may be necessary to assist RSM. The failure, refusal and/or neglect of Broker to secure such required post-closing documentation in a timely manner shall entitle RSM demand repayment of any RSM Paid Compensation, or to exercise a right of set off with respect to any amounts due Broker.

4. DUTIES OF RSM**4.1 Underwriting of Loans.**

RSM or its designee shall underwrite every eligible Application submitted pursuant to this Agreement. RSM may close and fund Loans submitted by Broker that meet all criteria of RSM's then applicable underwriting guidelines and policies and procedures set forth in the Guidelines. RSM shall have no obligation to issue a commitment for or close a Loan which it determines, in its sole discretion, does not meet RSM's or an investor's Guidelines. RSM in its sole discretion may decline any Application that does not comply with the terms of this Agreement or meet RSM's or an investor's Guidelines. RSM shall notify Broker promptly of any such decision.

4.2 Reliance on Information Broker Submits.

RSM and Broker agree that RSM may rely on the information, authenticity, and accuracy of all signatures and information supplied by Broker in connection with each Loan. RSM's decision not to conduct an independent investigation with respect to the information, authenticity, and accuracy of all such signatures and information shall not affect or modify the representations and warranties made by Broker under Section 2 and 3 above or the rights available to RSM for any breach of such representations and warranties.

4.3 Issuance of Commitments.

If RSM determines that an Application meets its Guidelines, RSM shall issue a commitment in its name to the borrower setting forth the terms and conditions under which it will close the Loan and advance funds. If RSM determines that a Loan does not meet its Guidelines, RSM will issue a notice of declination to the borrower in compliance with all state and federal laws and regulations. RSM will have no obligation or liability to Broker for any decision to decline a Loan or for any delays in determining whether a Loan meets Guidelines.

4.4 Funding of Loans with Broker's Assistance.

Upon the issuance of a commitment in RSMs name to Borrower, RSM shall proceed with the closing and funding of the Loan under the terms and conditions of its commitment to the Borrower. The documents evidencing any such Loan shall reflect only RSM as the creditor. Broker shall provide such assistance as required by RSM to close the Loan in a timely and efficient manner.

5. REMEDIES.**5.1. Early Payoff.**

If any conforming or government loan repays in full within the first 180 calendar days or any NON QM loan repays in full within the first 365 days after the first payment date of the Loan, then Broker shall, within fifteen (15) calendar days after notice from RSM, refund to RSM the amount of any RSM paid compensation previously paid to Broker by RSM or any credit used by the borrower to reduce or offset the borrowers settlement charges. The recapture of any RSM paid compensation to Broker or the reimbursement of any credit used by the borrower to reduce or offset costs and fees are strictly liabilities of Broker. Broker shall not seek to recover such fees from the borrower and such fees do not constitute a prepayment penalty applicable to the borrower by RSM.

5.2 Loan Repurchase.

Broker shall repurchase any Loan submitted to RSM under this Agreement within thirty (30) business days of receipt of written notice from RSM as set forth in this Section 5.2. Upon receipt of notice from RSM of a repurchase obligation, if such repurchase is capable of being cured, Broker shall have a period of thirty (30) days from the date of the notice in which to cure the circumstances giving rise to such repurchase. If Broker fails to cure such circumstances within this time frame as determined by RSM in its reasonable discretion, Broker shall repurchase the affected Loan by paying RSM the related Purchase Price immediately after the conclusion of the cure period. With respect to any repurchase set forth in this Section 5.2 that is not capable of being cured by Seller, Seller shall repurchase the affected Mortgage Loan by paying the Purchase Price within thirty (30) business days of receipt of written notice of a repurchase. Broker shall repurchase any Loan submitted to RSM if any Loan becomes thirty (30) days or more delinquent during the first three (3) scheduled payments, and the Loan is not brought current by the borrower within ninety (90) days of such delinquency. Broker shall not have the right to advance funds for or on behalf of a borrower for any delinquent payment or to otherwise make funds available to any borrower to avoid or cure a default by the borrower.

5.3 Purchase Price.

The price to be paid by Broker ("Purchase Price") to RSM (or the assignee of RSM) for Loans subject to repurchase under this Agreement shall be:

- (a) the unpaid principal balance of such Loan; plus,
- (b) all interest accrued but unpaid on the principal balance of the Loan from the paid-to-date of the Loan through and including the last day of the month in which the purchase occurs; plus,
- (c) the amount of any RSM paid compensation previously paid to Broker by RSM or any credit used by the borrower to reduce or offset the borrowers settlement charges with respect to such Loan; plus,
- (d) all reasonable fees and expenses of RSM in enforcing Broker's obligation to purchase such Loan; plus,
- (e) all fees, interest, charges and expenses incurred by RSM in connection with the warehousing of the Loan; plus

- (f) any unreimbursed advances made by RSM with respect to such Loan, including but not limited to taxes or insurance and other payments authorized by the Loan documents or law to protect the security interest; less,
- (g) any proceeds of mortgage insurance with respect to the Loan collected by RSM.

5.4 Wire Transfer.

Broker shall complete such repurchase by wire transfer from to RSM of immediately available funds in an amount equal to the Purchase Price as set forth below. Upon receipt by RSM of Broker's funds for the repurchase, RSM shall release to Broker the related Loan file and shall execute and deliver to Broker such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in Broker, or its designee, title to such repurchased Loan(s). Broker shall assume the cost of recordation of assignments and any and all costs of transfer of any repurchased Loan.

5.5 Set Off.

After RSM makes demand on Broker to indemnify RSM or repurchase a Loan under the terms of this Agreement, RSM shall have the right to withhold any monies otherwise due Broker in connection with the Loan(s) subject to the indemnification or repurchase obligation or any other Loans until Broker and RSM agree that the indemnification or repurchase obligation is satisfied.

6. INDEMNIFICATION

Broker agrees to indemnify, defend and hold harmless RSM and its subsidiaries, affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees and court costs), arising out of a breach of any of Broker's representations or warranties or obligations or any negligent acts or omissions or willful misconduct in Broker's performance under this Agreement. RSM shall promptly notify Broker of the existence of such claim and shall give Broker reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. RSM shall cooperate with Broker and shall at all times have the right to fully participate in, but not control, such defense with RSM's own counsel and at RSM's own expense.

7. BROKER RECORD RETENTION.

Broker shall maintain in its possession or control records evidencing compliance with Sections 2 and 3 of this Agreement with respect to every Loan Broker submits to RSM. Broker shall maintain records evidencing Broker's compliance for each Application or Loan with the LO Comp Rule and anti-steering rules, including but not limited to originator compensation plans, RSM rate sheets, borrower loan option disclosures, and payroll records for at least two years. RSM, and any supervisory agents or examiners of a state or federal governmental agency having jurisdictions over RSM, shall have the right, at any time and after reasonable notice to Broker and without charge, to: (i) examine and audit Broker's books of account, records, reports, compensation plans, payroll records and other documentation in any form, relating to Broker's compliance in connection with any Loan; (ii) make copies and extracts thereof; and (iii) discuss the affairs and accounts of Broker relating to such compliance with Broker's officers and employees, at such times and places and with such frequency as RSM may reasonably request. Broker shall provide access to such records to RSM for review, inspection and copying within three (3) business days of a written request to do so.

8. TERM & TERMINATION**8.1 Effective Date.**

This Agreement shall be effective on the Effective Date first written above.

8.2 Initial & Renewal Terms.

The term of this Agreement shall be one year. RSM will require annual Broker Recertification and upon approval, the Agreement shall renew automatically for an additional one year period.

8.3 Termination.

Any party may terminate this Agreement upon written notice at any time for any reason. If the Agreement is terminated, parties obligations under this agreement shall not be mitigated in any way as to loans previously funded pursuant to the Agreement.

8.4 Suspension.

During the course of any pending investigation, in addition to any other right or remedy RSM may have, RSM has the right to suspend Broker's eligibility until the investigation is complete. During the period of suspension, RSM may choose in its sole discretion to continue to underwrite Loans without waiving any rights under this Agreement.

8.5 Survival.

Termination or suspension under this section shall not affect Broker's obligations with respect to Loans already sold or delivered to RSM. Broker's representations, warranties, covenants, and other obligations and agreements contained in this Agreement, including without limitation, Broker's indemnification obligations, shall survive any termination of this Agreement, any investigation by RSM or its agents, or the subsequent transfer of any Loan by RSM to a third party.

9. GENERAL PROVISIONS**9.1 Privacy of Customer Information**

Each party shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act ("**GLB**"). Each party shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in GLB) of RSM which Company holds, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Each party represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the GLB and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, each party will provide evidence reasonably satisfactory to allow the other to confirm that the providing party has satisfied its obligations as required under this Section. Without limitation, this may include RSM's review of audits, summaries of test results, and other equivalent evaluations of the providing party.

9.2 Warranties of Organization and Authority; Licenses

Each party represents and warrants that: (i) it is duly incorporated or organized, validly existing, and in good standing under the laws of its state of incorporation or organization and/or under the laws of the United States and has the requisite power and authority to carry on its business and operations; (ii) it has all requisite power and authority to enter into this Agreement and to consummate the transactions

contemplated hereunder; and (iii) its execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate officers, board members, or other governing body or persons. Each party represents to and covenants that it has and will maintain all licenses necessary to comply with applicable law. Each party acknowledges and agrees that the other party has not provided any legal advice with respect to licenses that are required to be held to conduct its business or to receive payments hereunder.

9.3 Press Releases

Neither party shall issue a press release or make any public announcement related to this Agreement without the prior written approval of the other party.

9.4 Agreement to Arbitrate Claims

Upon written request by either party that is submitted according to the applicable rules for arbitration, any claim, demand or cause of action, which arises out of or is related to this Agreement (collectively, "**Claims**"), shall be resolved by binding arbitration in the County of Los Angeles, California in accordance with: (i) the Federal Arbitration Act; (ii) the Code of Procedure ("**Code**") of the National Arbitration Forum; and (iii) this Agreement, which shall control any inconsistency between it and the Code. The decision of an arbitrator on any Claims submitted to arbitration shall follow applicable substantive law and be in writing setting forth the findings of fact and law and the reasons supporting the decision. Such decision shall be final and binding upon the parties. Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement, including the provisions of this Section. After a demand for arbitration is made, each party may conduct a limited number of depositions (including the production of documents) by mutual agreement or as permitted by the arbitrator.

9.5 Limitation of Liability

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND EXCEPT IN CONNECTION WITH A THIRD PARTY CLAIM, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY) WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND PAYMENT OBLIGATIONS HEREUNDER, AND EXCEPT IN CONNECTION WITH A THIRD PARTY CLAIM, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY AMOUNTS AGGREGATING IN EXCESS OF AMOUNTS PAID HEREUNDER IN THE TWELVE (12) MONTH PERIOD BEFORE THE CAUSE OF ACTION AROSE.

9.6 Notices

Any notice required hereunder may be given by personal delivery, by facsimile with confirmation of receipt, by overnight courier with confirmation of receipt, by mail, or by e-mail. Notice will be effective upon receipt unless sent by mail in which it will be effective three (3) business days after mailing. Notice shall be sent to:



WHOLESALE BROKER AGREEMENT

BROKER Company Name: _____
Attention: _____
Address: _____

Email: _____
Phone: _____
Fax: _____

RIGHT START MORTGAGE
Attn: David Williams
80 S lake Ave, Ste 520
Pasadena, CA 91101
Email:
dwilliams@rightstartmortgage.com
Phone: 626-739-5300

9.7 Assignment

Neither party may assign, transfer or otherwise convey its obligations under this Agreement to any other party without the prior written consent of the other party.

9.8 Independent Contractors

The parties to this Agreement are independent contractors and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Nothing in this Agreement shall be construed to appoint Broker as a partner, employee, or representative of RSM and Broker shall not hold itself out as such. Broker shall not use RSM's name, logo, or service marks for any purpose without RSM's written permission.

9.9 Third Party Beneficiaries

Nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

9.10 Further Acts

The parties agree that each shall, at its own expense (unless otherwise herein provided), at any time and from time to time after the date hereof, upon the other's request, do, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances and assurances as may be required or reasonably advisable for the transactions provided for or contemplated by this Agreement.

9.11 Governing Law

This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of California and the United States, without regard to conflicts of law provisions.

9.12 Attorneys' Fees

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of a dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other

costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.

9.13 Severability

If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

9.14 Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties relating to this subject matter, and all prior negotiations and understandings, whether oral or written, are superseded. No modification or amendment of this Agreement shall be effective unless in writing and signed by the parties.

9.15 Headings

The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

9.16 Reciprocal Confidentiality

All Confidential Information shared by the disclosing party (the “**Disclosing Party**”) with the receiving party or any of the receiving party’s agents and employees (the “**Recipient**”) shall be treated by the Recipient, as confidential and shall be maintained by the Recipient in confidence and shall not be disclosed in any form without Disclosing Party’s prior written consent. In the event that the Recipient becomes legally compelled to disclose the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient shall cooperate with the Disclosing Party in its efforts to obtain such remedies, but the Recipient shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient is legally obligated to disclose any Confidential Information, the Recipient shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information. “Confidential Information” shall mean any oral or written information or material that is proprietary to a party or designated as Confidential Information by a party and not generally known, including, but not limited to, the terms of this Agreement. Each of the parties understands that money damages would not be a sufficient remedy for any breach or threatened breach of this Section by the Recipient and that the Disclosing Party shall be entitled to, among any other remedies, specific performance and injunctive relief without proof of actual damages.

9.17 Incorporation of Exhibits

All Exhibits attached hereto, including any information contained therein, as revised from time to time, are incorporated into this Agreement by this reference.

9.18 No Waiver

No failure on the part of any party to exercise or delay in exercising any right, power or remedy will preclude the exercise of any other right, power or remedy. No express assent or waiver by any party to any breach of any term of this Agreement shall constitute an assent to or waiver of any succeeding breach in the same or any other term.

9.19 Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

9.20 Survival

Sections 2, 3, 5, 6, 7, 8.5 and 9 shall survive the termination of this Agreement.



WHOLESALE BROKER AGREEMENT

IN WITNESS WHEREOF, the parties have fully executed this Agreement as provided below.

Entered into at _____ (City), _____ County,
_____ (State), on _____ (Month/day), _____ (Year).

Broker Company Name: _____

License No: _____

Address: _____

By: _____
Broker of Record Signature

Print Name, Title

By: _____
Principal Officer Signature

Print Name, Title

RSM: **Right Start Mortgage**

Address: 80 South Lake Ave, Ste 520

Pasadena, CA 91101

By: _____
_ *Signature*

_ *Print Name, Title*