



## Correspondent Application Forms

### Correspondent Lending AIR & Appraisal Management Attestation

Correspondent Lenders must fully support the Dodd-Frank Act and the objectives of the Federal National Mortgage Association, Federal Housing Finance Agency, and Freddie Mac's Appraiser Independence Requirements of ensuring an independent property valuation by an appraiser.

To ensure compliance with the Appraiser Independence Requirements (AIR), the Correspondent Lender is required to attest to Caliber Home Loans that TIDEMARK FEDERAL CREDIT UNION will provide AIR compliant appraisal services not limited to the following:

- a) The Correspondent uses only licensed or certified appraisers for subject property state.
- b) Appraiser must be familiar with the local market, competent to appraise the subject property type, and have access to the data sources necessary to develop a credible appraisal.
- c) Selected Appraisers do not appear on any Caliber, State, Federal or Investor "Watch and/or Exclusionary" lists maintained or accessed by Caliber Home Loans.
- d) Correspondent must maintain the appropriate level of quality control measures.
- e) Correspondent will employ ongoing monitoring and periodic assessments of all national or regional contracted Appraisal Management Companies and/or Appraisers to ensure that they are employing acceptable performance standards and are in compliance with Regulation Z and GSE/Agencies' appraisal rules and consistent with supervisory guidance.
- f) No employee, director, officer, or agent of the correspondent, or any other third party on behalf of the correspondent shall influence or attempt to influence the development, reporting, result, or review of an appraisal or cause or fail to report misrepresentations, falsifications, or material alterations to such reports.
- g) Correspondent must have an AIR compliant selection process in place for the assignment of an appraisal order.
- h) No Production Staff employee shall determine the selection of the appraiser.
- i) No Production Staff employee shall have any valuation related contact with the appraiser at any time during the appraisal procurement process.
- j) Correspondent must utilize "Reasonable and Customary" fees when appraisers are selected to offer services.
- k) Correspondent shall comply with mandatory reporting requirements under Regulation Z, if applicable.

Please indicate method used to order appraisals:

- ☒ Appraisal Management Company - All non-federally regulated lenders non-delegated for Conventional with Caliber must use an AMC: Upload copy of AMC agreement in Comergence.
- ☐ Appraisal Aggregator/Order Facilitator or Appraisal Panel - Banks and Credit Unions only OR delegated for Conventional UW with Caliber: AIR Compliance Policy must be uploaded in Comergence.

• Please indicate company used to order appraisals: KARIS MANAGEMENT - K2

• Is there any affiliation/common ownership with this company: Yes ☐ No ☒

Signature Pamela A. Fleurette Date 07/19/2021  
DocuSigned by: 60E79878739344F...  
 Printed Name PAMELA A. FLEUETTE



## BUSINESS PARTNER BANK SECRECY ACT/AML CERTIFICATION

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TIDEMARK FEDERAL CREDIT UNION

\_\_\_\_\_ (“Company”) certifies to Caliber Home Loans, Inc. that the Company understands its legal obligations under the Bank Secrecy Act and has adopted an Anti-Money Laundering Program (“AML Program”) that meets its obligations as outlined below and in the regulations:

1. The Company’s governing body has approved and adopted an AML Program as required by 31 CFR Parts 1010 and 1029. The AML Program:
  - a. Includes and implements effective policies, procedures, and internal controls;
  - b. Designates a qualified Compliance Officer.;
  - c. Requires initial and ongoing training for all employees; and
  - d. Includes an independent procedure for audits of the effectiveness and compliance of the Program.
2. The Company has implemented a program or procedures to verify each customer’s identity and maintain the records used to verify the customer’s identity in compliance with the BSA laws and implementing regulations.
3. The Company is committed to complying with these requirements and has instructed employees that it is mandatory to adhere to these standards to prevent the use of the Company or Caliber Home Loans, Inc. and/or its products and services for money laundering or illegal purposes.
4. Upon request, the Company will make any information and/or records required under the BSA and implementing regulations available to Caliber Home Loans, Inc., including the Company’s AML Program and supporting documentation, AML training materials and training records, and release of information as allowed by state and federal regulators.

By signing below, I hereby certify that I have the authority to sign on behalf of the Company and certify that the Company has met and will continue to meet all of the responsibilities and obligations detailed above.

DocuSigned by:

*Pamela A. Fleurette*

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Authorized Signature for Business Partner

PAMELA A. FLEUETTE

07/19/2021

Date

Printed Name

CEO

Title

## BROKER AGREEMENT

**THIS BROKER AGREEMENT** (this “Agreement”) is entered into as of April 27, 2021, by and between CALIBER HOME LOANS, INC. (“CALIBER”), having its principal office at 1525 S. Beltline Road, Coppell, Texas 75019, and TIDEMARK FEDERAL CREDIT UNION, (“BROKER”) having its principal office at the address listed on the signature page of this Agreement.

WHEREAS, BROKER engages in the business of taking applications for residential mortgage loans, aiding and assisting Borrowers in pre-qualification for mortgage loans, recommending and choosing a mortgage product and completing applications and processing those applications on behalf of others; and

WHEREAS, from time to time, CALIBER desires to act as a lender for such mortgage loans and to Underwrite and fund such mortgage loans, subject to the terms of this Agreement.

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

### ARTICLE 1: DEFINITIONS; RULES OF CONSTRUCTION

#### 1.1 DEFINITIONS

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

Applicable Requirements: All of the following: (a) all contractual obligations of BROKER (including, without limitation, those contractual obligations contained in this Agreement and/or in any of the other Program Documents, or in any agreement with any insurer, or in any of the Mortgage Loan Documents) applicable to BROKER; (b) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon BROKER, (c) all other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction over BROKER, the Program Documents or the Mortgage Loan Documents; (d) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions; (e) the reasonable and customary mortgage origination practices of prudent mortgage brokers that originate Mortgage Loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located; and (f) to the extent that they require a standard of care that is not lower than that required by all of the foregoing, the standards BROKER employs and exercises in originating and administering Mortgage Loans for its own account (if applicable).

Applicant: A person or persons who submit(s) an Application to BROKER for a Mortgage Loan.

Application: A request from an Applicant taken by BROKER on the applicable form and in conformity with the applicable terms and conditions set forth in this Agreement, together with any and all materials issued and/or collected in connection therewith.

Borrower: An Applicant who receive(s) a Mortgage Loan that is the subject of this Agreement.

Broker Application: An application executed by BROKER and submitted to CALIBER for CALIBER’S approval to originate Mortgage Loans with CALIBER, which application shall be in the form designated by CALIBER from time to time.

Closing: The execution and delivery of each and every document, agreement or instrument required by CALIBER to fund a Mortgage Loan pursuant to an Application submitted to CALIBER hereunder and the funding of such Mortgage Loan by CALIBER.

Guidelines: All policies, procedures, and requirements of CALIBER issued from time to time by CALIBER electronically or in writing and applicable to (i) the registration, Underwriting, Closing of Mortgage Loans and (ii) broker and/or loan originator compensation, in each case, pursuant to this Agreement. The Guidelines may be modified in part or in whole at any time by CALIBER immediately upon notice to BROKER, which notice may include publication of changes by electronic means including, but not limited to posting to the applicable CALIBER website. The Guidelines, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects. Changes to the Guidelines will become effective when published unless otherwise specified by CALIBER.

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

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

**Mortgage Loan:** A loan or revolving line of credit secured by a first or subordinate lien on a one to four family dwelling, which loan is the subject of this Agreement, evidenced by a Note and secured by a Mortgage.

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

**Mortgage Loan Program:** Any program established by CALIBER described in the Guidelines setting forth those Mortgage Loans that can be offered to Applicants as an eligible Mortgage Loan under the terms of this Agreement.

**Mortgaged Property:** The real property securing repayment of the debt evidenced by a Note.

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

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

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

**Rate-Lock:** A required rate and required funding price/compensation to BROKER in connection with a prospective Mortgage Loan, subject to any qualifications and/or caveats set forth on any applicable Rate Sheet or Guidelines.

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

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

## **1.2 RULES OF CONSTRUCTION**

a. **General Interpretive Rules.** For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender; (b) reference herein to "Article," "Section," and other subdivisions, and to "Exhibits," without reference to a document, are to designated Articles, Sections and other subdivisions of, and to Exhibits to, this Agreement (as applicable); (c) "including" means "including but not limited to;" (d) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement (as applicable) as a whole and not to any particular provision; and (e) unless otherwise specified herein, any derivative of a term defined in this Article 1 shall be interpreted by reference to such definition.

b. **Relation to Other Documents.** Nothing in this Agreement shall be deemed to relieve BROKER of its obligations under any other Program Document.

c. **CALIBER'S Sole Discretion.** Whenever any provision of this Agreement requires CALIBER to make a determination of fact or a decision to act, or to permit, approve, or deny another party's action, such determination or decision shall be deemed to be in CALIBER'S sole and absolute discretion.

## **ARTICLE 2: ELIGIBLE LOANS; PRICING**

**2.1 CALIBER'S MORTGAGE LOAN PROGRAMS.** CALIBER shall from time to time, distribute to BROKER information with respect to the types of conventional, non-conforming, ARM, FHA-insured, VA-guaranteed and other Agency-sponsored Applications that CALIBER is willing to Register. CALIBER will Register only those Applications eligible for the Mortgage Loan Programs offered by CALIBER. BROKER will be entitled to Register Applications only upon (a) receipt by CALIBER of the Mortgage Loan Documents, Program Documents and such additional information and documents as required by CALIBER, and (b) receipt by BROKER of separate written authorization from CALIBER to submit Applications for one or more Mortgage Loan Programs. BROKER acknowledges that CALIBER reserves the right to alter, add, or delete Mortgage Loan Programs from time to time by amending the Guidelines, and BROKER accepts responsibility for knowing which Mortgage Loan Programs are offered by CALIBER at any given time. BROKER shall be responsible for assuring that each Application submitted to CALIBER complies with all the terms and conditions of the applicable Mortgage Loan Program at the time BROKER Registers the Mortgage Loan with CALIBER.

**2.2 MORTGAGE LOAN PRICING.** CALIBER shall issue to BROKER on a periodic basis Rate Sheets and/or other pricing information applicable to Mortgage Loan Programs offered by CALIBER. Such Rate Sheets and/or pricing information shall be issued by CALIBER by facsimile, electronic mail, or by posting on the applicable CALIBER website, and shall be subject to change by CALIBER without notice. BROKER covenants to CALIBER that BROKER shall comply with Applicable Requirements (including, without limitation, any applicable Guidelines concerning interest rates and Rate-Locks that apply to the particular Mortgage Loan Programs offered by CALIBER). In the event that a Rate-Lock expires prior to the Closing of the related (prospective) Mortgage Loan, CALIBER shall have no further obligations with respect to such Mortgage Loan, and BROKER shall take no action suggesting otherwise.

## **ARTICLE 3: DUTIES OF BROKER**

**3.1 TAKING OF APPLICATIONS; DISCLOSURES.** BROKER shall take Applications in its own name through its employees. BROKER shall provide to each Applicant, contemporaneously with the taking of such Application, broker disclosure(s) that comply with Applicable Requirements and the Guidelines. BROKER shall not submit third party originations under this Agreement.

**3.2 REGISTRATION; APPLICATION.** BROKER shall Register each Application with CALIBER as set forth in the Guidelines. BROKER shall submit for each Application Registered with CALIBER: (a) the applicable Mortgage Loan submission form, as required by CALIBER, the Guidelines or the Applicable Requirements; (b) a completed Application (Form 1003) signed by Applicant and all disclosures as required by the Guidelines or the Applicable Requirements; (c) the initial estimate made in good faith in accordance with applicable law of the dollar amount and/or a range for each settlement charge that the Applicant is likely to incur in connection with the Mortgage Loan; (d) all supporting documentation required by the Guidelines or the Applicable Requirements, including, but not limited to, credit reports, verifications of employment and deposit, title work and property appraisals; and (e) such other documents as CALIBER may from time to time reasonably request. BROKER shall assist CALIBER in obtaining any additional information needed or desired by CALIBER to facilitate the Underwriting and Closing of the Mortgage Loan.

**3.3 PERFORMANCE OF BROKER SERVICES.** In addition to taking the information from the Applicant, filling out the Application, and providing and explaining the broker disclosure(s), for every loan, BROKER shall: (a) have and maintain the exclusive ongoing contact with and shall be responsible for all communications to the Applicant from the time of Application until Closing, including, without limitation prompt delivery to Applicant of any documents prepared by CALIBER and intended for delivery to such Applicant; (b) undertake all direct and face-to-face personal interviews with the Applicant; (c) educate and assist the Applicant in understanding the home buying and financing process; (d) discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product; (e) gather all information and documentation needed to complete the Application including all information required by the Guidelines or Applicable Requirements; (f) assist the Applicant in filling out the Application; (g) collect and analyze financial information and related documents and assist the Applicant in determining the type of mortgage that the Applicant can afford; (h) assist the Applicant in identifying potential credit problems and obtaining letters of explanation; (i) provide and discuss with the Applicant the documents required by the FHA and VA, if applicable; (j) keep the Applicant apprised of the status of the Application and communicate any changes in the loan terms within a reasonable timeframe; (k) maintain regular contact with the Applicant, real estate agents and CALIBER, as needed; (l) deliver to the Applicant an estimate made in good faith in accordance with applicable law within three (3) days of receipt of the Application; (m) provide to the Applicant such additional disclosures (including, without limitation, disclosures relating to fees and charges, including mortgage insurance and broker compensation (including compensation CALIBER will pay to BROKER), disclosures required by federal and state truth in lending laws, and disclosures required by state laws that govern and regulate mortgage broker conduct) as are required to be provided by the Guidelines, BROKER, CALIBER or the Applicable Requirements;

(n) collect the fees for the property appraisal or the VA Certificate of Reasonable Value, if applicable, and credit report and if required by applicable law, deposit such fees in a trust account; (o) request the property appraisal and gather preliminary materials from the Applicant including, if applicable, the VA Certificate of Eligibility; (p) participate in the Closing, if applicable; and (q) perform any other service required by federal, state or local laws or as CALIBER may from time to time reasonably request.

**3.4 BROKER COMPENSATION.** Any fee payable to BROKER for its provision of goods, services or facilities in connection with Applications and Mortgage Loans shall be paid in compliance with Regulation Z Loan Originator Compensation Rules (12 C.F.R. § 1026.36) and in accordance with the Guidelines, Applicable Requirements and this Agreement, and only in connection with a particular Mortgage Loan if each of the following conditions is met: (a) BROKER has actually provided necessary goods, services and/or facilities in connection with the Mortgage Loan; (b) upon CALIBER'S request, BROKER has submitted an executed mortgage broker compensation agreement between BROKER and the Applicant; (c) BROKER has submitted fully executed copies of all required disclosures with the Application; (d) BROKER has performed, at a minimum, the services required under the Guidelines and Section 3.3 of this Agreement with respect to the Mortgage Loan; (e) BROKER's compensation shall not be greater than that allowed under Applicable Requirements and shall be subject to the additional limitations set forth in the Guidelines; (f) BROKER shall not direct or "steer" an Applicant or Borrower to a Mortgage Loan transaction based on the fact that the BROKER will receive greater compensation; and (g) the Broker Compensation Selection Form is incorporated into this Agreement, as updated from time to time, as applicable. BROKER covenants to CALIBER that the total compensation earned by BROKER will constitute reasonable payment for the goods, facilities and services actually provided by BROKER and BROKER will not retain duplicative payments for any of those goods, fees or services.

**3.4.1 Lender-Paid Broker Compensation.** "Lender-Paid Broker Compensation" is compensation paid by CALIBER to BROKER. If BROKER receives Lender-Paid Broker Compensation for a particular Mortgage Loan, BROKER will not receive compensation from any other party and the compensation amount will be based upon BROKER'S compensation selection on the Broker Compensation Selection Form in effect on the earlier of the lock or Application date and will provide the Applicant an anti-steering loan options disclosure in compliance with Regulation Z safe harbor provisions under 12 CFR 1026.36(e)(2).

**3.4.2 Borrower-Paid Broker Compensation.** "Borrower-Paid Broker Compensation" is compensation paid by the Applicant to the BROKER using the Applicant's own funds, including the use of seller credits towards closing costs. CALIBER is not responsible for or a party to the agreement between the Applicant and BROKER in a Borrower-Paid Broker Compensation transaction. If BROKER receives Borrower-Paid Broker Compensation for a particular Mortgage Loan, BROKER may not receive compensation directly or indirectly from any other party or entity, except through seller credits, including CALIBER.

**3.5 GOVERNMENT SPONSORED LOANS.** All FHA-insured, VA-guaranteed, or other Agency sponsored loans shall be originated and closed in accordance with all requirements of the sponsoring Agency. With respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, BROKER may act as CALIBER'S agent for the sole purpose of taking the Application. This agency relationship shall be solely for the benefit of BROKER and CALIBER and not for the benefit of any third party. BROKER shall act as CALIBER'S agent only at such time as BROKER submits such FHA-insured or VA-guaranteed Application to CALIBER for Underwriting. At all other times, BROKER shall be acting as an independent mortgage broker with respect to such FHA-insured or VA-guaranteed Mortgage Loan and the Applicant. BROKER agrees not to advertise, publicize or discuss, in any manner whatsoever, the fact that BROKER is acting as CALIBER'S agent with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan. BROKER shall, with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, describe and represent CALIBER'S policies, procedures and pricing only as set forth by CALIBER. BROKER shall repurchase any Mortgage Loan that HUD refuses to insure if such refusal arises out of, results from or relates to the breach by BROKER of any covenant, condition, term, obligation, representation or warranty contained in this Agreement or the Guidelines, including, without limitation, those arising from any improper origination or processing of such Mortgage Loan.

**3.6 LOAN RESCISSION, REIMBURSEMENT OF FEES.** If BROKER has collected any fees from a Borrower, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the Borrower pursuant to applicable federal, state or local law or regulation, BROKER shall promptly refund all such fees that are required to be refunded to the Borrower. BROKER shall also pay to Borrower any other amounts to which Borrower is entitled, whether or not those amounts were ever paid to or through BROKER.

**3.7 QUALITY CONTROL PROGRAM.** BROKER shall implement and maintain a quality control program (the "Quality Control Program") that shall be acceptable to, and comply with the Applicable Requirements. CALIBER reserves the right to change its requirements for such Quality Control Program at any time and for any reason, which such changes shall be effective upon notice to BROKER (which notice may be in writing or by electronic means including, but not limited to, transmission by telecopier or posting to a CALIBER website), and to conduct an audit of BROKER to verify the existence and implementation

of such Quality Control Program. Further, BROKER is required to assist by promptly (and within any timeframe specified by CALIBER) providing a letter of explanation and/or supporting documentation with respect to any quality control finding noted by CALIBER.

**3.8 BROKER WEBSITE.** If BROKER is provided access to any CALIBER website, BROKER shall comply with any and all Applicable Requirements and all applicable policies and procedures and/or terms and conditions of use thereof. Notwithstanding the foregoing, BROKER may be required to consent to such policies and procedures and such terms and conditions of use regarding such website via a “click-through” agreement, in which case, BROKER agrees that by clicking acceptance of such, BROKER shall be legally bound thereby. Further, BROKER expressly agrees that CALIBER may change the policies and procedures and/or terms and conditions of use governing such website 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.

**3.9 DOCUMENT RETENTION.** BROKER shall implement and maintain a sufficient document retention program for Mortgage Loans submitted to CALIBER, regardless of whether such loan is actually funded by CALIBER. Such document retention program shall, at a minimum, provide for the retention of documents related to Mortgage Loans for the period(s) of time required by the Applicable Requirements. To the extent BROKER retains, or is required to retain, possession of any document related to a Mortgage Loan and CALIBER determines that it needs such document, upon request of CALIBER, BROKER shall promptly provide such document to CALIBER.

**3.10 REVIEW OF BROKER.** As may be required by CALIBER from time to time, BROKER shall cooperate with and provide all information, documents and reports requested by CALIBER so that CALIBER may conduct a review of BROKER and its operation. Such information, documents and reports may include, but shall not be limited to, financial reports, copies of any required bonds or insurance coverage, and any approvals with the applicable Agency or investor.

#### **ARTICLE 4: DUTIES OF CALIBER**

**4.1 UNDERWRITING OF REGISTERED APPLICATIONS.** CALIBER or its agent shall Underwrite every Application Registered pursuant to this Agreement. CALIBER shall have no obligation to approve or close a Mortgage Loan which in its sole discretion does not meet CALIBER’S Underwriting requirements. CALIBER retains sole and absolute discretion to reject any Application that does not comply with the terms and conditions of this Agreement or the Guidelines, or for any reason whatsoever (except any reason prohibited by law), and to set the terms and conditions of any approval of an Application. CALIBER shall notify BROKER of the disposition of an Application as set forth in the Guidelines. BROKER may not represent that CALIBER has approved or will approve any Application until CALIBER informs BROKER in writing that it has done so. If CALIBER declines any Application and so requests of BROKER, BROKER shall (i) notify the Applicant promptly upon receipt of notice of CALIBER’S decision and deliver the required adverse action notice to the Applicant in accordance with Applicable Requirements and (ii) maintain evidence that such adverse action notice was in fact received by Applicant. CALIBER shall have no liability to BROKER for CALIBER’S failure to Underwrite or close any Mortgage Loan in accordance with the Guidelines or Applicable Requirements, except to the extent such failure constitutes willful misconduct by CALIBER.

**4.2 CLOSING OF MORTGAGE LOANS.** Following final approval of an Application by CALIBER and upon BROKER’S and the Applicant’s (as applicable) satisfaction of all conditions to Closing, CALIBER shall prepare the closing package and close the Mortgage Loan in its name and with its own funds.

#### **ARTICLE 5: GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BROKER**

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

**5.1 DUE ORGANIZATION; GOOD STANDING.** BROKER is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and in existence during the time of its activities with respect to the origination of the Applications and Closing of the Mortgage Loans subject to this Agreement.

**5.2 AUTHORITY AND CAPACITY.** BROKER has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action legally

required. This Agreement constitutes a valid and legally binding Agreement of BROKER enforceable in accordance with its terms.

**5.3 EFFECTIVE AGREEMENT; NO CONFLICTS.** The execution, delivery and performance of this Agreement by BROKER, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Applicable Requirement.

**5.4 COMPLIANCE WITH LAWS.** BROKER has complied, and shall comply, both in the conduct of its business generally, and in its origination of each Mortgage Loan and the submission of each Application, with all Applicable Requirements, including, without limitation upon the generality of the foregoing, the GLB Act and the FCRA (as defined in Section 11.7 below), the Equal Credit Opportunity Act ("ECOA") and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act, and Regulation Z; RESPA and Regulation X; federal and state fair lending laws; and federal, state and local laws and regulations governing mortgage lending and mortgage brokerage. BROKER represents and warrants that no Mortgage Loan is high cost in violation of the Home Ownership and Equity Protection Act ("HOEPA") or similar state and/or federal law, and the Mortgage Loan does not fall into any other classification under state law which the Guidelines identify as a Mortgage Loan not eligible for purchase. BROKER further represents and warrants that it is properly licensed in all jurisdictions where required for the origination of Mortgage Loans as provided for in this Agreement and agrees to maintain all applicable licenses and approvals in good standing during the term of this Agreement. If any FHA, VA, or other Agency sponsored Applications are offered to CALIBER, BROKER warrants that it has obtained, and has provided copies to CALIBER of, all FHA, VA and other Agency approvals required to take any action taken or to be taken by BROKER in relation to such files. BROKER shall maintain, and, at CALIBER'S request, make available for CALIBER'S inspection, evidence of compliance with all such requirements.

**5.5 NOTICE OF THREATENED ACTIONS.** Except as otherwise disclosed to CALIBER in the Broker Application, BROKER has not been issued any administrative order, cease and desist decree or been the subject of regulatory action. BROKER covenants to CALIBER that BROKER shall immediately advise CALIBER in writing of any inquiry, material complaint or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for BROKER to conduct its business or take applications for residential mortgage loans, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect BROKER'S business. In addition, in the event BROKER receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Application Registered with CALIBER, BROKER covenants to CALIBER that BROKER shall advise CALIBER immediately of such Notice and deliver a copy of the Notice to CALIBER. BROKER further represents and warrants that no material complaints have been filed against BROKER alleging unfair and deceptive practices and/or violations of any consumer protection laws and BROKER covenants to CALIBER that BROKER shall notify CALIBER immediately in the event of any such occurrence.

**5.6 LITIGATION.** Except as previously disclosed in writing to and acknowledged in writing by CALIBER, BROKER is not party to (a) any pending, or, to BROKER'S Knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any federal, state or local lending laws or regulatory compliance, (b) any claims by Borrowers, or (c) any negative investor or regulatory finding through audits, examinations or mortgage guaranty insurance investigations. BROKER covenants to CALIBER that BROKER shall notify CALIBER immediately in the event of any such occurrence.

**5.7 NO UNTRUE OR MISLEADING STATEMENTS.** No representation, warranty or written statement made by BROKER or any Covered Party (as defined in Article 7) to CALIBER in this Agreement or in any schedule, written statement or document furnished to CALIBER in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact that makes the statements contained herein or therein misleading. To the best of BROKER'S Knowledge, no representation, warranty or written statement made by a party other than BROKER or a Covered Party contained in any Mortgage Loan Document or Application will contain any untrue statement of a material fact or will omit to state a material fact that makes the statement contained therein misleading.

**5.8 INSURANCE.** BROKER possesses and shall maintain at all times, at no expense to CALIBER, during the term of this Agreement, blanket fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of CALIBER. Such policies shall be in reasonable amounts, with acceptable standard coverages, satisfactory to CALIBER. BROKER shall notify CALIBER of changes thereto or cancellations thereof. Any such policies shall provide for coverage of BROKER and its employees, agents, independent contractors and other personnel. Notwithstanding the foregoing,



CALIBER will not require the errors and omissions policy to the extent such policy is neither required nor recommended under applicable state law.

**5.9 BUSINESS INFORMATION.** BROKER shall furnish CALIBER and its designees with any necessary information and data concerning the affairs of BROKER, as CALIBER may reasonably request, including without limitation information regarding the status of BROKER'S licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. BROKER shall furnish, as requested by CALIBER, copies of financial statements, the type and sufficiency of which shall be determined by CALIBER in its sole discretion, together with such other information bearing upon BROKER'S financial condition as CALIBER may reasonably request. Immediately upon CALIBER'S request, BROKER shall provide copies of (1) all current and previous policies regarding compensation paid to BROKER employees, which policies shall comply with all Applicable Requirements, including but not limited to the Truth in Lending Act and Regulation Z and (2) documents identifying all affiliates of BROKER.

**5.10 ABILITY TO PERFORM.** BROKER represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

## **ARTICLE 6: REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO APPLICATIONS AND/OR MORTGAGE LOANS**

As further inducement to CALIBER to enter into this Agreement and to consummate the Closing of Mortgage Loans hereunder, BROKER makes the below referenced representations, warranties and covenants, as of the date of submission to CALIBER of the related Application, and as of the date that the related Mortgage Loan is funded by CALIBER. Each of the following representations, warranties and covenants (a) applies to any and all Applications Registered by BROKER with CALIBER, (b) is for the benefit of CALIBER and its successors and assigns, (c) continues in full force and effect for so long as the related Mortgage Loan remains outstanding and for such time that CALIBER is subject to any risk of loss or liability as to such Mortgage Loan, (d) is deemed to have been relied on by CALIBER, regardless of any independent investigation CALIBER may have made or may here-after make, and (e) is in addition to any other specific representations, warranties or covenants contained elsewhere herein.

**6.1 COMPLIANCE WITH LAWS AND WITH CALIBER POLICIES AND PROCEDURES.** As of the date each Mortgage Loan is funded by CALIBER, the Mortgage Loan will comply with all Applicable Requirements. The origination of the Mortgage Loan complies in all respects with the Guidelines. Each Mortgage Loan Registered was originated by BROKER and not by a third party. The Application (including all information and documentation submitted in connection with such Application) and all related Mortgage Loan Documents have been prepared and/or completed in accordance with the Guidelines and all Applicable Requirements, and all information provided by Applicant and BROKER in such Applications, Mortgage Loan Documents, or other documents and/or provided to any Agency or private mortgage insurer is true and correct in all respects, does not fail to disclose any facts which could be material or which would make such information misleading and complies with all requirements of the applicable Agency or investor.

**6.2 FACTUAL DISCLOSURE.** With regard to all Applications submitted to CALIBER hereunder, all facts BROKER knows or reasonably should know relating to any prospective Mortgage Loan transaction 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 CALIBER. To the BROKER'S Knowledge, the Mortgaged Property has not been damaged by fire, flood or other causes and BROKER has no reason to suspect the foregoing.

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

**6.4 NO OTHER AGREEMENTS.** BROKER has not made, directly or indirectly, any payment on the Mortgage Loan, the Application, or any fee paid for goods and services rendered in connection with the origination and Closing of the Mortgage Loan, or on any other loan of Applicant from any other person or entity. BROKER has also not made any agreement with the Applicant providing for any variation of the Note rate, schedule of payment or other terms and conditions of the related Mortgage Loan; and BROKER has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.

**6.5 MORTGAGE LOAN DOCUMENTS.** The executed Mortgage Loan Documents required to be provided by BROKER are genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in accordance with its respective terms. Upon discovery by BROKER of any untrue or inaccurate information contained in any Mortgage Loan Document,

BROKER will immediately notify CALIBER. The terms of the Mortgage Loan Documents required to be provided by BROKER have not been impaired, waived, altered or modified in any respect, except by written instruments which have been disclosed to, and approved by, CALIBER in writing and which have been, or will be recorded if necessary to protect the interests of CALIBER.

**6.6 VALID LIEN.** To the best of BROKER's Knowledge, the Mortgage Loan is secured by a valid first or second lien (as applicable for the Mortgage Loan Program under which the Mortgage Loan was delivered) on the applicable Mortgaged Property, and the Mortgaged Property is free and clear of all encumbrances and liens having priority over the lien of such Mortgage Loan that BROKER knows or reasonably should know about, subject to (a) the approved first lien, if any; (b) the lien of current real property taxes and assessments not yet due and payable; (c) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Mortgage Loan and which do not adversely affect the appraised value of the Mortgaged Property; and (d) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property. To the best of BROKER's Knowledge, no mortgagor has been released, in whole or in part, from the obligations set forth in the Note or Mortgage.

**6.7 CHANGE OF STATUS.** BROKER shall immediately notify CALIBER in the event (a) BROKER changes the name and/or address under or form which it conducts business; (b) there is a change of control of BROKER; (c) BROKER fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business; or (d) BROKER files for bankruptcy protection or is a party to any similar proceeding.

## **ARTICLE 7: RESPONSIBILITY FOR FRAUD; REPURCHASE OBLIGATION.**

BROKER shall not submit any Application or other Mortgage Loan Document containing incomplete, false, fraudulent or misrepresented information or are the result of abusive, unfair or deceptive practices. BROKER shall be responsible for all omissions and actions taken in the course of its performance of its obligations under this Agreement, whether such act or omission was by BROKER, its employees or licensees, or any other third party affiliated with or selected by BROKER (collectively, a "Covered Party") involved in the origination of the Mortgage Loan. BROKER understands and agrees that in the event CALIBER reasonably believes misrepresentations, fraud or any abusive, unfair or deceptive practices (e.g., instances of misstatements and/or inconsistencies generated either by BROKER or with BROKER'S Knowledge) exists in an Application, any Mortgage Loan Document, or any related document, CALIBER may report such misrepresentation, fraud or any abusive, unfair or deceptive practices to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. BROKER acknowledges the importance of CALIBER'S right, and necessity to disclose such information. BROKER waives any and all claims for liability, damages, and equitable or administrative relief in connection with CALIBER'S disclosure of such information.

## **ARTICLE 8: REPURCHASE**

### **8.1 REASONS FOR REPURCHASE; TIMING OF REPURCHASE; REPURCHASE PRICE; ASSIGNMENT.**

BROKER agrees to repurchase from CALIBER any Mortgage Loan resulting from an Application subject to this Agreement, upon the terms and conditions set forth herein, in the event that: (a) CALIBER determines that BROKER failed to observe or perform, or has breached or breaches, any of the representations, warranties, covenants, obligations or agreements contained in this Agreement or any applicable Guidelines or Applicable Requirements with respect to any Mortgage Loan; (b) CALIBER receives a repurchase notification from any third party investor and the repurchase request is based on fraud or misrepresentation by a Covered Party with respect to the Mortgage Loan; (c) CALIBER determines that BROKER has been negligent in conducting its responsibilities under this Agreement with respect to the Mortgage Loan; (d) CALIBER determines that BROKER or any Covered Party (i) committed fraud, (ii) made any misrepresentation with respect to the Mortgage Loan, (iii) aided, abetted or assisted in the commission of fraud or misrepresentation by any third party with respect to the Mortgage Loan or (iv) participated in or had Knowledge of any abusive, unfair or deceptive practices with respect to the Mortgage Loan. BROKER shall repurchase any Mortgage Loan required to be repurchased pursuant to this Agreement within fifteen (15) calendar days after BROKER'S receipt of written demand for repurchase from CALIBER. The repurchase price for any Mortgage Loan that BROKER is required to repurchase hereunder shall be an amount equal to the sum of: (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of repurchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by CALIBER with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs, or expenses incurred by CALIBER, including penalties incurred by CALIBER from any investor, or servicer and reasonable attorneys' fees incurred in connection with the repurchase; and (e) any fees paid by CALIBER, including but not limited to all fees and costs paid to BROKER and/or other parties for goods and services rendered in connection with the origination and Closing of the Mortgage Loan. Upon any such repurchase of a Mortgage Loan by BROKER, CALIBER shall endorse the Note and shall assign the Mortgage in recordable form to BROKER, without representations and warranties, whether express or implied, and without recourse to CALIBER.

**8.2 NON-WAIVER OF REMEDIES; RIGHT OF SETOFF.** CALIBER is not required to demand repurchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by CALIBER and nothing contained in this Article 8 shall limit CALIBER'S rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being cumulative, in addition to and not in lieu of any other remedy. Any amount owed by BROKER to CALIBER may be offset by CALIBER against funds due BROKER.

## **ARTICLE 9: INDEMNIFICATION**

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

**ARTICLE 10: TERM; TERMINATION.** Either party may terminate this Agreement at any time with or without cause, which termination shall be effective immediately upon the other party's receipt of written notice thereof; provided, however, that CALIBER reserves the sole and exclusive right to determine the wind down process with respect to Applications that have been submitted by BROKER but not yet approved and/or funded by CALIBER as of the termination date. All representations and warranties made herein and the parties' rights and obligations under this Agreement shall remain in full force and effect notwithstanding any termination of this Agreement.

## **ARTICLE 11: MISCELLANEOUS**

**11.1 ASSIGNMENT.** CALIBER shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. In the event CALIBER assigns any of its rights in the Applications and/or related Mortgage Loans that are the subject hereof, such assignee shall have the same rights as CALIBER with respect to this Agreement. BROKER may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without CALIBER'S prior written consent. A change in the ownership of, or merger or consolidation of, BROKER, or sale by BROKER of substantially all of its assets, shall be considered an assignment for purposes of this Agreement.

**11.2 NOTICES.** Any notice or demand shall be in writing and shall be deemed to have been given if (i) served personally, (ii) sent by prepaid, registered or certified mail, return receipt requested, or by overnight courier, or (iii) sent by email with verification of receipt. Notices shall be addressed to each party as indicated in this Agreement. Either party may give notice of its change of address by written notice to the other. Nothing in this section shall be interpreted to restrict CALIBER'S right to modify the Guidelines as provided for elsewhere in this Agreement, or to publish such modifications in writing or by electronic means including, but not limited to, transmission by telecopier or posting to a CALIBER website.

**11.3 BOOKS AND RECORDS.** BROKER shall prepare and maintain files of Mortgage Loan Documents in accordance the Guidelines and Applicable Requirements. BROKER and CALIBER shall keep and maintain a complete and accurate account, satisfactory to CALIBER, of all funds collected and paid relating to the Mortgage Loans. BROKER shall give CALIBER, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys, and regulatory agency examiners, access, upon reasonable notice and during normal business hours, to audit and inspect BROKER'S files, books, records, reports, statistics and other documents of BROKER relating to its obligations under this Agreement. BROKER covenants that it will cooperate with CALIBER in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, BROKER will cooperate with CALIBER, its auditors and/or regulatory examiners in any audit of CALIBER and in any regulatory examination of CALIBER.

**11.4 RELATIONSHIP OF PARTIES.** Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between CALIBER and BROKER. BROKER shall conduct business in its own name and not in CALIBER'S name. BROKER shall not represent that its office is an office, branch or agent of CALIBER or in any other way connected with CALIBER. BROKER

shall have no authority to sign any documents on behalf of CALIBER. BROKER shall be responsible for its overhead and operations costs, payroll costs and all other costs.

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

**11.6 NO SOLICITATION; EARLY REPAYMENT.**

(a) BROKER shall not solicit or assist in the solicitation of any Borrower, or of any borrower under any other mortgage loan previously funded by CALIBER under any prior agreement with BROKER (for purposes of this Section 11.6, any such mortgage loan shall also be a "Mortgage Loan") for any purpose including but not limited to prepayment, refinance, or modification of any Mortgage Loan for a period of **180 days** after the date the Mortgage Loan was funded. Nothing in this section will prevent BROKER from general solicitation in its marketplace for Mortgage Loans so long as (i) any such general solicitation shall not make use of Mortgage Loan origination information, and (ii) Borrowers shall not be targeted for such solicitation as a group.

(b) BROKER shall pay a Default Fee (as defined below) with respect to any Mortgage Loan that pays off or otherwise liquidates within **180 days** after the date the Mortgage Loan was funded (an "Early Repayment")

(c) The "Default Fee" shall be equal to the greater of (i) the amount of the compensation CALIBER paid to BROKER for the applicable Mortgage Loan, including without limitation any applicable prepayment premium, or (ii) One Thousand Five Hundred Dollars (\$1,500.00). CALIBER shall notify BROKER in writing of the amount of the Default Fee. If payment is not promptly received by CALIBER, the Default Fee may be setoff against any amount due to BROKER from CALIBER.

**11.7 CONFIDENTIALITY; SAFEGUARDING CONSUMER INFORMATION.** BROKER agrees that information concerning CALIBER'S business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this section. "Confidential Information" also includes, without limitation, lists of (or other information relating to and identified with) customers, former or prospective customers or Applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information of CALIBER in various forms, which information is used or is useful in the conduct of CALIBER'S business including CALIBER'S origination, purchase, and sale of mortgage products and the subject matter of this Agreement. BROKER may use Confidential Information of CALIBER only (i) in connection with performance under this Agreement, and (ii) in compliance with applicable provisions of Subtitle A of Title V of the Gramm-Leach-Bliley Act (codified at 15 U.S.C. 6801 et seq.), as it may be amended from time to time (the "GLB Act"), the regulations promulgated thereunder, the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. (as it may be amended from time to time, the "FCRA") and all other Applicable Requirements. Except as described in this Agreement, BROKER shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. BROKER shall maintain an appropriate information security program (in accordance with the GLB Act and/or any other Applicable Requirements) to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to CALIBER upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal, state or local information privacy law or regulation then in effect. If requested by CALIBER, any employee, representative, agent or subcontractor of BROKER shall enter into a non-disclosure agreement with CALIBER to protect the Confidential Information of CALIBER. A breach of BROKER'S confidentiality obligations may cause CALIBER to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the CALIBER the right to obtain equitable relief, *i.e.*, obtain an injunction to restrain such disclosure or use without the requirement of posting a bond, and pursue all other remedies CALIBER may have at law or in equity.

**11.8 LICENSING, ADVERTISING AND TRADEMARK.** CALIBER grants a limited license on its proprietary loan origination system, H2Online ("H2O") solely for the purpose of preparing Mortgage Loan estimates, submitting Mortgage Loan applications, submitting Mortgage Loan Documents and review and oversight related to the foregoing. BROKER'S failure to comply with this limited use will constitute breach of this Agreement and will violate CALIBER'S copyright, trademark and other proprietary and intellectual property rights. BROKER assumes all responsibility and risk with respect to its use of H2O. All information contained in H2O is provided to you "AS IS" and CALIBER disclaims all warranties, representations and endorsements, express or implied, with regard to information accessed from or via H2O, including but not limited to all express and implied warranties, such as warranty of title, merchantability, non-infringement and fitness for a particular purpose. For the

avoidance of doubt, CALIBER reserves the right to reject any estimate made in good faith in accordance with applicable law and prepared using H2O in accordance with Section 4.1 of this Agreement. BROKER shall not use or appropriate in any manner either the name of CALIBER or of any subsidiary or affiliate of CALIBER, or any of CALIBER'S (or such subsidiary or affiliate's) product names, trade names, symbols or trademarks, unless specifically permitted in writing to do so by CALIBER.

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

**11.10 MODIFICATION AND WAIVER.** No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose except as set forth in a separate addendum agreement signed by each of the parties. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Nothing in this section shall be interpreted to restrict CALIBER'S right to modify the Guidelines as provided for elsewhere in this Agreement or to publish such modifications in writing or by electronic means including, but not limited to, posting to the applicable CALIBER website.

**11.11 MODIFICATION OF OBLIGATIONS.** CALIBER may, without any notice to BROKER, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of BROKER with respect to such Mortgage Loan or otherwise under this Agreement.

**11.12 SEVERABILITY; SURVIVAL OF PROVISIONS.** If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the indemnification obligations, covenants, agreements, representations and warranties made herein by BROKER shall survive and continue in effect after the termination of the Agreement.

**11.13 BINDING ARBITRATION.** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result therefrom shall be resolved by binding arbitration in Dallas County, Texas, in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION OR COURT ACTION. The parties agree and understand that the arbitrator shall have all powers provided by law and this Agreement, including authority to grant any legal and equitable remedies.

**11.14 GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Texas. Subject to and without waiving the arbitration clause herein, any action arising out of this Agreement or the transactions contemplated hereby may only be instituted in any state or federal court located in Irving, Texas. Further, each party expressly waives any objection that such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final un-appealed decision of those courts.

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

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

**11.17 RELEASE OF LIABILITY.** BROKER hereby discharges and releases CALIBER, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to CALIBER'S or such other party's use of any Application or verification of any information contained therein. BROKER further

indemnifies and agrees to defend and hold CALIBER harmless with respect to any Claim made by any past, present or future owner, officer, or employee of BROKER with respect to such use or verification.

**11.18 ELECTRONIC SIGNATURES.** It is understood and agreed that documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement and any other documents necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with CALIBER'S policies and procedures relating to e-signatures, the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., and if applicable, the Uniform Electronic Transaction Act ("UETA") adopted by the state in which the electronic record (i.e., the contract or other record created, generated, sent, communicated, received or stored by electronic means) relating to such document is initiated.

[Remainder of page intentionally left blank]

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

**BROKER:**

TIDEMARK FEDERAL CRDIT UNION

**Address:**

1941 BRIDGEVILLE HWY

SEAFORD, DE 19973

DocuSigned by:

**By:**

*Pamela A. Fleurette*

**Name:** PAMELA A. FLEUETTE

**Title:** CEO

**CALIBER HOME LOANS, INC.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** Authorized Signatory



Return completed Form to:  
[counterpartyapproval@caliberhomeloans.com](mailto:counterpartyapproval@caliberhomeloans.com)

## **Broker Compensation Selection Form**

In compliance with Regulation Z of the Truth in Lending Act ("Regulation Z"), the undersigned wholesale broker (the "Company") hereby selects the following compensation to apply to all funded loans where the borrower(s) has chosen for Caliber Home Loans, Inc. ("Caliber") to pay the Company's compensation ("Lender-Paid Loans"). Company will have the right to select different compensation only if at least 90 calendar days have passed since the prior Adjustment Date, and Company will do so by completing and submitting an updated Compensation Selection Form. The date Caliber adjusts the Company's compensation selections will be considered the "Adjustment Date."

Any changes to compensation selections will apply prospectively from the Adjustment Date based on the earlier of the application (1003) date or lock date.

***Important note: A selection must be made in Steps 1 and 2. At least one selection must be made in both Step 3a and 3b. If any Step below is incomplete, the form will be rejected and will cause a delay in Broker approval and setup until fully completed form is submitted.***

***State selections are not required, but will be rejected if either the State(s) is not specified or if direction above is not followed for any state selections made.***

### **Step 1: Compensation Percentage Election\***

Company selects a fixed 2.50 % of the loan amount as compensation for all funded Lender-Paid Loans.  
 Company may select compensation percentages from 0.50% to 2.75% in 0.125% increments.

*\* Your selection may limit the rebate that can be used towards closing costs on certain loans/products. Please also consider QM 3% Points and Fees Caps, Higher Priced Mortgage Loan thresholds, and federal and state high-cost tests when making your selection. All broker compensation, regardless of who pays it, is included in the QM Points and Fees Test.*

### **Step 2: Flat Fee Election**

In addition to the fixed percentage chosen above, Company:

- ☐ Elects to receive a flat fee of \$ \_\_\_\_\_ for all funded Lender-Paid Loans.
- ☒ Elects not to receive a flat fee.

### **Step 3: Minimum and Maximum Compensation Elections**

In addition to the compensation elections chosen above, Company:

**Note: at least one selection must be made in Step a and Step b. below:**

- a.** Elects the following minimum compensation amount for all funded Lender-Paid Loans:

Minimum Compensation\*\*: \_\_\_\_\_

*\*\*Minimum Compensation selection not to exceed \$2,750. Consider QM, HOEPA and HPML thresholds when selecting Minimum Compensation.*

- ☒ Elects not to place a minimum compensation amount

- b.** Elects the following maximum compensation amount for all funded Lender-Paid Loans:

Maximum Compensation: \_\_\_\_\_

- ☒ Elects not to place a maximum compensation amount





Return completed Form to:  
[counterpartyapproval@caliberhomeloans.com](mailto:counterpartyapproval@caliberhomeloans.com)

#### Step 4: State Specific Compensation Elections

If the Company maintains licenses in multiple jurisdictions and wishes to make different state-specific compensation elections based on the subject property state, please complete the State Specific Compensation Election Addendum, attached hereto.

#### Step 5: Attestations and Confirmations

By executing this Form, and whenever the Company receives compensation on a loan funded by Caliber, the Company represents and warrants that:

- The Company is operating in compliance with Regulation Z, the Broker Agreement, and Caliber's guidelines and written policies regarding Regulation Z, including the Company's compensation arrangements with employees.
- On each Lender-Paid Loan, (1) the payment received from Caliber will be the sole source of compensation received by the Company and its affiliates and (2) neither the Company nor any affiliate will charge or collect any additional fees for loan originator activities from the borrower.

Upon execution, this Broker Compensation Selection Form ("Form") shall become an integral part of the Company's existing Broker Agreement with Caliber; as such Broker Agreement is amended from time-to-time.

Tidemark Federal Credit Union / 469595

Caliber BID #: \_\_\_\_\_

Company Name/NMLS Number

Pamela A. Fleurette

CEO

Printed Name of Authorized Signer

Title

DocuSigned by:

*Pamela A. Fleurette*

07/19/2021

Signature of Authorized Signer

Date



Return completed Form to:  
[counterpartyapproval@caliberhomeloans.com](mailto:counterpartyapproval@caliberhomeloans.com)

### State Specific Compensation Election Addendum

List the state(s) where Company wishes to apply different compensation selection(s) in the left column and enter the state-specific selections in the right column. Print additional pages, if necessary.

State(s)	Elections
	<p><b>Step 1: Compensation Percentage Election*</b></p> <p>Company selects a fixed _____% of the loan amount as compensation for all funded Lender-Paid Loans.  <i>Company may select compensation percentages from 0.50% to 2.75% in 0.125% increments.</i></p> <p><b>Step 2: Flat Fee Election</b></p> <p>In addition to the fixed percentage chosen above, Company:</p> <p><input type="checkbox"/> Elects to receive a flat fee of \$_____ for all funded Lender-Paid Loans.</p> <p><input type="checkbox"/> Elects not to receive a flat fee.</p> <p><b>Step 3: Minimum and Maximum Compensation Elections</b></p> <p>In addition to the compensation elections chosen above, Company:</p> <p><b>Note: at least one selection must be made in Step a and Step b. below:</b></p> <p><b>a.</b> Elects the following minimum compensation amount for all funded Lender-Paid Loans:</p> <p>Minimum Compensation**: _____</p> <p><input type="checkbox"/> Elects not to place a minimum compensation amount</p> <p><b>b.</b> Elects the following maximum compensation amount for all funded Lender-Paid Loans:</p> <p>Maximum Compensation: _____</p> <p><input type="checkbox"/> Elects not to place a maximum compensation amount</p>
	<p><b>Step 1: Compensation Percentage Election*</b></p> <p>Company selects a fixed _____% of the loan amount as compensation for all funded Lender-Paid Loans.  <i>Company may select compensation percentages from 0.50% to 2.75% in 0.125% increments.</i></p> <p><b>Step 2: Flat Fee Election</b></p> <p>In addition to the fixed percentage chosen above, Company:</p> <p><input type="checkbox"/> Elects to receive a flat fee of \$_____ for all funded Lender-Paid Loans.</p> <p><input type="checkbox"/> Elects not to receive a flat fee.</p> <p><b>Step 3: Minimum and Maximum Compensation Elections</b></p> <p>In addition to the compensation elections chosen above, Company:</p> <p><b>Note: at least one selection must be made in Step a and Step b. below:</b></p> <p><b>a.</b> Elects the following minimum compensation amount for all funded Lender-Paid Loans:</p> <p>Minimum Compensation**: _____</p> <p><input type="checkbox"/> Elects not to place a minimum compensation amount</p> <p><b>b.</b> Elects the following maximum compensation amount for all funded Lender-Paid Loans:</p> <p>Maximum Compensation: _____</p> <p><input type="checkbox"/> Elects not to place a maximum compensation amount</p>



### Certification by Authorized Signer

By executing this certification, I represent, warrant and certify that I have reviewed all documentation and responses provided to Caliber Home Loans, Inc. (Caliber) in connection with this application and that all information and documents provided are accurate, current and complete, including all items listed below. I agree to update Caliber if any information changes.

- All data entered in and all documents uploaded into Comergence
- All Questionnaire responses provided in Comergence
- All Contacts reflected in Comergence, including Ownership
- All Affiliated Business Arrangements reflected in Comergence
- All Warehouse Information reflected in Comergence, if seeking Correspondent approval or renewal, whether delegated or non-delegated
- Any documentation provided via email or other means outside of Comergence to Caliber in connection with this application

Pamela A. Fleurette

CEO

\_\_\_\_\_  
Authorized Signer Name

\_\_\_\_\_  
Title

DocuSigned by:

*Pamela A. Fleurette*

07/19/2021

60E79878739344E...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Non-Delegated Correspondent Mortgage Loan Purchase Agreement

This Non-Delegated Correspondent Mortgage Loan Purchase Agreement (this "Agreement") is entered into as of 07/19/2021, by and between Caliber Home Loans, Inc., a Delaware corporation (hereinafter referred to as "Purchaser") and TIDEMARK FEDERAL CREDIT UNION, a A FEDERALLY CHARTERED ENTITY (hereinafter referred to as "Correspondent").

This Agreement supersedes and replaces all Mortgage Loan Purchase Agreements and Amendments by and between Purchaser and Correspondent dated prior to the date hereof.

## Recitals

WHEREAS, Purchaser and Correspondent have agreed to enter into a non-exclusive arrangement under which Correspondent will solicit prospective borrowers for Mortgage Loans, fund such Mortgage Loans in Correspondent's name and sell such closed Mortgage Loans to Purchaser. The purpose of this Agreement is to define the duties, responsibilities, and obligations of each party.

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## Section 1 The Guide

All capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Caliber Correspondent Seller's Guide, as amended, restated, supplemented, and otherwise modified from time to time, the "Guide". The parties expressly understand and agree that the Guide is incorporated into this Agreement by reference and forms a critical and inseparable part hereof. Correspondent also expressly understands and agrees that Purchaser reserves the right to amend, restate, supplement or otherwise modify the Guide at any time and from time to time. Purchaser shall make the Guide available to Correspondent at [www.h2o.caliberdirect.com](http://www.h2o.caliberdirect.com) and/or [www.calibercl.com](http://www.calibercl.com). Changes to the Guide shall become effective immediately upon publication thereof or on such later date as Purchaser may determine in its sole discretion.

## Section 2 Purchase and Sale of Mortgage Loans

Correspondent may submit to Purchaser Mortgage Loans that have closed in the name of Correspondent, have been funded by Correspondent and for which Correspondent has performed a Closing. Correspondent shall assemble a Mortgage Loan Package for each Mortgage Loan submitted to Purchaser under this Agreement. Correspondent shall deliver the Mortgage Loan Package with respect to each Mortgage Loan to Purchaser or its designee on or before the Commitment Expiration Date, except as otherwise permitted to be delivered later in accordance with the requirements of the Guide. Correspondent is under no obligation to offer for sale and



Purchaser is under no obligation to purchase any or a specific number of Mortgage Loans under this Agreement.

---

### Section 3 Delivery and Assignment

Purchaser may accept or reject Mortgage Loans submitted by Correspondent, subject to evaluation and approval by Purchaser in its sole discretion and confirmation that such Mortgage Loans comply with all terms and conditions of this Agreement and the Guide.

Upon the purchase of any Mortgage Loan under this Agreement, Purchaser must receive a fully-completed Assignment and other documents reasonably requested by Purchaser. The Assignment of each Mortgage Loan shall be subject to all representations, warranties, covenants and obligations of Correspondent as set forth in this Agreement.

Upon purchase, Correspondent does hereby agree to sell, convey, transfer and assign to Purchaser all right, title and interest in and to the Mortgage Loans, all in accordance with the terms and conditions set forth in this Agreement. Purchaser shall be entitled to all collections and recoveries of principal and interest paid by a Mortgagor, received by Correspondent or otherwise applied to any Mortgagor's account after the date of such purchase. Upon the acceptance by Purchaser (or its designee) of a duly completed Assignment for each Mortgage Loan, Purchaser shall pay to Correspondent the Purchase Price to the account designated by Correspondent.

Upon completion of the wire transfer to Correspondent's designated account, Purchaser shall own the Mortgage Loans and the related servicing rights, free and clear of any lien or encumbrance whatsoever. Payment of the Purchase Price for any Mortgage Loan shall not be construed as a waiver of any representations, warranties, covenants or obligations (including any Repurchase Obligation or Indemnification Obligation) applicable to Mortgage Loans, as hereinafter set forth.

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### Section 4 Representations and Warranties

As of the date (i) of this Agreement, (ii) that Correspondent offers each Mortgage Loan for sale and (iii) that Purchaser purchases each Mortgage Loan, Correspondent and the applicable Mortgage Loans are in compliance with the Guide.

To the extent that Correspondent has provided Purchaser all relevant, accurate, and necessary documentation for Purchaser's credit review, Purchaser provided Prior Approve status to the applicable Mortgage Loan before the closing date, and Correspondent is in compliance with all federal, state, and local laws and regulations, Correspondent is deemed to have met its obligations under this Agreement and the Guide, as further clarified in Section 6 (Repurchase Obligations) hereof.

The representations and warranties shall survive the sale of the Mortgage Loans to Purchaser and shall inure to the benefit of Purchaser, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment or Purchaser's examination or failure to examine any Mortgage Loan Document.



## Section 5 Receipt of the Guide

Correspondent acknowledges receipt of the Guide and agrees to be bound by the terms and conditions of the Guide (and the Guidelines applicable to Correspondent), as the Guide may from time to time be revised and amended, as noted in Section 1 (The Guide) hereof.

## Section 6 Repurchase Obligation

Purchaser may require Correspondent to repurchase Mortgage Loans pursuant to this Section; however, notwithstanding anything to the contrary set forth herein, Purchaser will not require Correspondent to repurchase Mortgage Loans to the extent that (i) Correspondent has provided Purchaser all relevant, accurate, and necessary documentation for Purchaser's credit review, (ii) Purchaser provided Prior Approve status to the applicable Mortgage Loan before the closing date, (iii) the Repurchase Obligation is solely based upon failure to meet applicable Agency or investor guidelines, including Mortgage Loans where an Early Payment Default has occurred and (iv) Correspondent is in compliance with all federal, state, and local laws and regulations.

Correspondent agrees to repurchase any Mortgage Loan, at the request of Purchaser, if any one of the following conditions occurs (each, a "Repurchase Obligation"):

- a. The breach by Correspondent of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by Correspondent pursuant to this Agreement or the Guide;
- b. The occurrence of any Event of Default described in the Guide;
- c. A Mortgage Loan fails to comply with the terms and conditions of this Agreement or any requirement set forth in the Guide;
- d. Any act or omission of Correspondent or any employee or agent of Correspondent that adversely affects any Mortgage Loan purchased by Purchaser hereunder; or
- e. Correspondent fails to provide Purchaser all relevant, accurate, and necessary documentation or fails to work with Purchaser to obtain necessary documentation or information to clear a curable repurchase request.

In the event that a Repurchase Obligation arises under this Section, Purchaser may ask Correspondent to submit further documentation or information in an attempt to cure the Repurchase Obligation. If (i) Correspondent fails to correct or cure such defect(s) to the full and complete satisfaction of Purchaser within 30 calendar days of notification from Purchaser (or 15 days if the Repurchase Obligation arises from fraud or misrepresentation) or (ii) Purchaser determines in its sole and absolute discretion that the Repurchase Obligation is not capable of being cured, Correspondent shall repurchase the Mortgage Loan in accordance with this Agreement and the Guide.

Correspondent agrees that any Mortgage Loan required to be repurchased pursuant to this Agreement will be repurchased at the Repurchase Price, as defined in the Guide. Exercise of Purchaser's rights under this Section shall not waive any indemnification rights in favor of



Purchaser under this Agreement or the Guide.

Notwithstanding anything to the contrary contained herein or in the Guide, Purchaser is not required to demand repurchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Purchaser and nothing contained in this Section 6 shall limit Purchaser's rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being cumulative, in addition to and not in lieu of any other remedy. Any amount owed by Correspondent to Purchaser may be offset by Purchaser against funds due Correspondent.

## Section 7 Indemnification

In addition to the other remedies available to Purchaser and whether or not Purchaser shall have first made a demand for repurchase, Correspondent shall indemnify and hold harmless Purchaser, its officers, directors, employees successors and/or assigns, from any and all losses, liabilities, claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by Purchaser which arise out of, result from, or relate to (each, an "Indemnification Obligation"):

- a. The breach by Correspondent of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by Correspondent pursuant to this Agreement or the Guide;
- b. The occurrence of any Event of Default described in the Guide;
- c. A Mortgage Loan fails to comply with the terms and conditions of this Agreement or any requirement set forth in the Guide;
- d. Any act or omission of Correspondent or any employee or agent of Correspondent that adversely affects any Mortgage Loan purchased by Purchaser hereunder;
- e. Any errors and or omissions by Correspondent, its employees, agents or any other party to whom Correspondent provides access to Purchaser's systems; or
- f. Correspondent fails to provide Purchaser all relevant, accurate, and necessary documentation or fails to work with Purchaser to obtain necessary documentation or information to clear a curable repurchase request.

In all actions with third parties in which Purchaser has the right to be indemnified hereunder, Purchaser shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.





## Section 8 Setoff and Other Remedies

Without limiting in any way the Repurchase Obligations and the Indemnification Obligations of Correspondent, Purchaser shall have the right to offset, from any amount owed or otherwise payable to Correspondent or its affiliates hereunder or under any other agreement with Correspondent or its affiliates, any amount that Correspondent or its affiliates owes or is otherwise required to pay to Purchaser or its affiliates that Correspondent fails to pay in the timeframes required pursuant to the terms of the applicable agreement.

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other available rights or remedies, whether provided under existing law or in equity.

Any foreclosure or other method used to obtain lawful title to the property secured by the Mortgage Loan by a party to this Agreement in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

## Section 9 Right to Audit

Correspondent agrees to permit Purchaser and its internal audit staff to conduct audits of Correspondent's operations relative to Mortgage Loans applicable to this Agreement and Purchaser shall retain the right to audit and verify by alternate source any credit documentation, including, but not limited to, credit reports or appraisals in a post- or pre-purchase review. Such verification shall not be construed as a waiver of Purchaser's rights under this Agreement or the Guide to seek remedies available as a result of an Event of Default.

## Section 10 Term/Termination

This Agreement may be terminated by either party at any time with or without cause upon ten (10) days' prior written notice. Termination shall not affect or change the obligations of the parties to this Agreement with respect to any amounts that may be properly due and payable or limit Correspondent's duties or obligations to Purchaser under this Agreement.

In addition to the termination rights set forth in the preceding subsection, Purchaser may, in its sole and absolute discretion and in lieu of terminating this Agreement, suspend Correspondent as an approved Correspondent at any time and for any reason. Such suspension shall be effective as of the date specified by Purchaser and shall remain in effect until such time as Purchaser determines to reactivate Correspondent or either party terminates this Agreement. Purchaser shall have the right to determine what rights and privileges Correspondent will have during the suspension and in no event shall Purchaser be obligated to enter into a Purchase Commitment with Correspondent during the suspension period.

Purchaser may immediately terminate its obligations under a Purchase Commitment and return to Correspondent any Mortgage Loans subject to a Purchase Commitment if Purchaser determines that (i) Correspondent does not meet the eligibility requirements set forth in the Guide, (ii) Correspondent will be unable to comply with any obligations, covenants, representations or warranties under this Agreement or (iii) any deception, fraud, concealment or material





misrepresentation has occurred by Correspondent, its officers, directors, employees, agents, subsidiaries, affiliates or by any independent contractors acting on behalf of Correspondent in connection with this Agreement or any Mortgage Loan committed or previously sold to Purchaser.

Suspension or termination shall not limit Purchaser's right to take other action to enforce its rights or protect its interests, including, but not limited to those remedies set forth herein and in the Guide.

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## Section 11 Purchase Price and Fees

Each Mortgage Loan accepted for purchase will be purchased by Purchaser at the price as identified in the Guide. Each Mortgage Loan purchase will have net adjustments for all fees due to Purchaser under this Agreement, the Guide, and Purchaser's lock policy. Correspondent hereby authorizes Purchaser to deduct any monies due under the terms of this Agreement, the Guide, or Purchaser's lock policy from the Purchase Price of a Mortgage Loan, and such right is not restricted to any one Mortgage Loan's purchase proceeds.

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## Section 12 General Provisions

- a. Correspondent is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Correspondent and Purchaser a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Correspondent and Purchaser agree that neither party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.
- b. Notwithstanding anything set forth herein or elsewhere to the contrary, Correspondent acknowledges, understands, and agrees that its relationship with Purchaser is on a non-exclusive basis and that Purchaser may, in its discretion, at any time or from time to time, and without any liability or obligation to Correspondent:
  - i. contract with, designate, authorize, constitute, or appoint one or more entities other than Correspondent to originate, solicit, process, underwrite, close, fund, bill, sell and/or invest in loans of any type for funding by or sale to, or as agent for and on behalf of, Purchaser, all of which activity may occur in all or any portion of the geographic territory in which Correspondent originates loans; and/or
  - ii. either directly or indirectly compete with Correspondent, either for Purchaser's own account or as agent for and on behalf of another, in the solicitation, processing, underwriting, closing, funding, billing, selling of and/or investing in loans in such geographic territory.
- c. This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Correspondent without the prior written consent of Purchaser. A change in control, merger, or consolidation of Correspondent shall be considered an assignment for purposes of this Agreement.



- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to principles of conflicts of law) and any applicable federal laws.
- e. All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result therefrom shall be resolved by binding arbitration in Dallas County, Texas, in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION OR COURT ACTION. The parties agree and understand that the arbitrator shall have all powers provided by law and this Agreement, including authority to grant any legal and equitable remedies.
- f. If either party to this Agreement brings any action, whether in suit or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive reasonable attorney's fees and court costs, including appeal and bankruptcy, from the unsuccessful party in such action.
- g. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- h. This Agreement, the Guidelines (including the Guide), and any amendments hereto or addendums executed in connection herewith embody the entire agreement and understanding of the parties hereto and supersede all oral negotiations or prior writings in respect to the subject matter hereof and thereof.
- i. Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable.
- j. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the termination of this Agreement and the transactions provided for herein and shall be fully applicable whether or not Purchaser relies thereon or has knowledge of any facts at variance therewith.
- k. The Parties may amend this Agreement upon mutual written agreement of the Purchaser and Correspondent. Nothing in this paragraph shall be interpreted to restrict Purchaser's right to modify the Guide as provided for elsewhere in this Agreement.
- l. This Agreement is made for the express benefit of Correspondent and Purchaser, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.



- m. Correspondent understands that all information provided to Correspondent in connection with this Agreement is confidential and proprietary to Purchaser. Correspondent shall not, at any time during or following termination of this Agreement, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Purchaser (except to the extent between the parties arising out of this Agreement or by applicable law), any confidential information including, but not limited to, information related to Purchaser's business operations, credit policies, procedures and customers.
- n. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.
- o. Any notice to be given under this Agreement by any party to another party may be effected either by personal delivery in writing, or by registered or certified mail (postage prepaid with return receipt requested), or by overnight delivery service by a commercially reputable service, or by email with verification of receipt and a copy by registered mail. Notices shall be addressed to the addresses identified in the signature page to this Agreement or at any other address or to any other email address or addressee as a party may have notified to the other party in accordance with this Section. The date upon which any such notice is received at the designated address shall be deemed the date of such notice.
- p. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.
- q. It is understood and agreed that documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement and any other documents necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with Purchaser's policies and procedures relating to e-signatures, the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), and, if applicable, the Uniform Electronic Transaction Act ("UETA") adopted by the state in which the electronic record (i.e., the contract or other record created, generated, sent, communicated, received or stored by electronic means) relating to such document is initiated.

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[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**CORRESPONDENT**

DocuSigned by:  
By: Pamela A. Fleurette  
00E79878739344F...  
Name: PAMELA A. FLEUETTE  
Title: CEO

Notice Address:

TIDEMARK FEDERAL CREDIT UNION  
Attn: PAMELA A. FLEUETTE  
1941 BRIDGEVILLE HWY  
SEAFORD, DE 19973  
Phone: 302-629-0100  
Email: PFLEUETTE@TIDEMARKFCU.ORG

**PURCHASER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice Address:

Caliber Home Loans, Inc.  
Attn: Counterparty Approvals  
1525 South Beltline Road  
Coppell, Texas 75019  
Email: CounterpartyApproval@caliberhomeloans.com



## Correspondent Application Forms

### Limited Irrevocable Power of Attorney

TIDEMARK FEDERAL CREDIT UNION ("Seller") has sold or intends to sell certain one or more Loans to Caliber Home Loans, Inc. ("Purchaser") pursuant to that certain Correspondent Loan Purchase Agreement dated APRIL 27, 2021 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Now, therefore, Seller does hereby irrevocably makes, constitutes and appoints Purchaser, and all of its officers and such employees as any of Caliber's officers may designate from time to time, the true and lawful attorney-in-fact of Seller and in Seller's name, place and stead for the following limited purposes:

- (i) To execute, acknowledge, record and deliver to Purchaser any assignment of Mortgage or other document necessary to complete, correct or transfer to, or vest in Purchaser or to protect the right, title and interest of Purchaser in and to those Loans;
- (ii) To sign, endorse, receive and apply the proceeds of any checks or other instruments (made payable to Seller) received as payment with respect to the Loans after each related purchase;
- (iii) To notify the Mortgagors' insurers of the assignments of such Loans to Purchaser, and to request that all loss payee designations be changed to Purchaser in the event of default by such Mortgagor; and
- (iv) To correct errors, where necessary, in documents for such Loans to ensure the proper perfection of Purchaser's liens and security interests relating to such Loans.

This Limited Power of Attorney is coupled with an interest and is not revocable.

Seller further grants to Purchaser as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue thereof.

**IN WITNESS WHEREOF**, Seller has executed this Limited Irrevocable Power of Attorney  
This 27TH day of APRIL, 20 21.

Seller: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Signature: Pamela A. Fleurette  
60E79878739344F...

Typed Name: PAMELA A. FLEUETTE

Title: CEO

STATE OF DELAWARE

COUNTY OF SUSSEX

On this, the 27TH day of APRIL, 2021, the foregoing instrument was acknowledged before me, a notary public in and for the State of DELAWARE, by PAMELA A. FLEUETTE, personally known to me, by me duly sworn, did say he/she is the CEO of TIDEMARK FEDERAL CREDIT UNION.

Notary Public  
My Commission Expires: \_\_\_\_\_

SEAL

## MASTER SERVICES AGREEMENT

May 11, 2021

**THIS MASTER SERVICES AGREEMENT** (“**Agreement**”) is made on \_\_\_\_\_ (“**Effective Date**”) between Tidemark Federal Credit Union, a NCUA Charter corporation with principal offices at 1941 Bridgeville Hwy, Seaford, DE 19973 (“**Client**”) and Caliber Home Loans, Inc., a Delaware corporation with principal offices at 1525 South Belt Line Road, Coppell, TX 75019 (“**Caliber**”). Client and Caliber are each individually a “**Party**” and collectively the “**Parties**”.

**WHEREAS**, Client desires Caliber to perform certain closing or other services (collectively the “**Services**”) and provide certain closing documents and other deliverables (collectively, the “**Deliverables**”) as more specifically set forth in each Statement of Work (as defined below); and

**WHEREAS**, Caliber is in the business of providing such services and wishes to provide Services to Client;

**NOW, THEREFORE**, in consideration of these premises and of the mutual promises herein contained, Caliber and Client hereby agree that Caliber will perform Services for Client under the following terms and conditions:

**1. STATEMENT OF WORK.** “**Statement of Work**” means the plan and delineation of Services and Deliverables hereunder. Each Statement of Work will be effective and become an integral part of this Agreement when signed by authorized representatives of both Parties. Each Statement of Work represents the Parties’ agreement as to the scope of work and time required to complete the Deliverables and/or Services, and delineates the functional and performance specifications for Deliverables or Services.

### **2. TERM & TERMINATION.**

**2.1 Term.** This Agreement will be effective as of the Effective Date and will remain in effect for one (1) year, unless terminated pursuant to the terms hereof. Following the initial one (1) year term, this Agreement shall automatically renew for periods of one (1) year each unless terminated pursuant to the terms hereof.

**2.2 Termination for Convenience.** Unless otherwise specified in a Statement of Work, either Party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice. Client will remain liable for fees and charges accrued but unpaid as of the termination date.

**2.3 Termination for Cause.** If either Party breaches its material obligations under this Agreement or a Statement of Work, and fails to cure such breach with fifteen (15) days from receipt of written notice from the non-breaching Party, the non-breaching Party will have the right to terminate this Agreement and/or the applicable Statement of Work immediately by giving notice to the breaching Party. A Party shall be considered in material breach hereof if such Party is adjudged insolvent or bankrupt, or if any proceedings are instituted by such Party (or against it, if not dismissed within sixty (60) days of filing) seeking relief, reorganization, or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator, or trustee of any of its property or assets, or upon the liquidation, dissolution, or winding up of its business.

**2.4 Immediate Termination.** Either party shall have the right to terminate this Agreement and/or any Statement of Work immediately upon the determination by either party, in its sole discretion, that the continuation of this Agreement may constitute a violation of any federal, state, or local law, regulation or ordinance or would otherwise be considered an unethical, inappropriate or non-desirous business practice.

**2.5 Effect of Termination.** If a Statement of Work has a term that extends beyond such termination date, then this Agreement shall remain in effect with respect to such Statement of Work solely to the extent that any Services or Deliverables initiated prior to such termination date have not yet been completed by Parties. Upon completion of the Services or Deliverables initiated prior to such termination date, any such Statement of Work shall automatically be deemed terminated.

**2.6 Sections Surviving Termination.** Upon the expiration or termination of this Agreement for any reason, all Sections of this Agreement intended to survive (including, without limitation, those Sections related to confidentiality and indemnification) will survive, and the Parties' rights and responsibilities under those Sections will continue in full force and effect.

**3. CHANGES TO STATEMENT OF WORK.** The Parties may determine that the assumptions on which it has based the relevant Deliverables and/or Services were incorrect or have changed, and the Parties may then amend the applicable Statement of Work to reflect the revised information or assumptions. Any changes to the Statement of Work will occur only through a written amendment signed by both Parties ("**Change Authorization**"). The terms of a Change Authorization will prevail over those of the applicable Statement of Work and, as applicable, any previous Change Authorizations to the extent they are inconsistent.

**4. NON-EXCLUSIVITY.** The Parties expressly acknowledge and agree that they are entering into a non-exclusive arrangement and Client is entitled to utilize another provider for services and deliverables similar to those provided pursuant to this Agreement. Client is under no obligation to sell mortgage loans closed using the Services and Deliverable to Caliber, and Caliber is under no obligation to purchase such mortgage loans regardless of whether Caliber provided any such Services and Deliverables described herein.

**5. SERVICES.** Caliber represents and warrants that it has the knowledge and capability to perform the Services described in each Statement of Work and agrees to perform those Services according to the timelines set forth in the Statement of Work.

**5.1 Developed Work & Deliverables.** The Parties agree that with the exception of (i) any know-how, processes, techniques, concepts, methodologies, tools, data, or intellectual properties Caliber uses in performing the Services or in providing the Deliverables (collectively, "**Caliber Intellectual Property**"), and (ii) any intellectual property owned by or licensed from third parties, all Deliverables are the property of Client. The Parties agree that Caliber Intellectual Property is proprietary to Caliber and remains the exclusive property of Caliber. Caliber may freely use the Caliber Intellectual Property and any other intellectual property Caliber develops during the course of providing Services and Deliverables hereunder, subject to Caliber's confidentiality obligations hereunder and provided that such Caliber Intellectual Property does not violate any patent, trademark, copyright, or trade secret right of Client. Client's ownership of the Deliverables is expressly contingent upon Client's timely payment in full for the applicable Services and Deliverables.

**5.2 Reports.** As more fully set forth in a Statement of Work, Caliber shall confer with Client as often as may be reasonably necessary or requested by Client regarding the status of

Services and obligations due to be completed by Caliber under a Statement of Work and will provide written reports as set forth in any Statement of Work.

## **6. CLIENT'S DUTIES & RESPONSIBILITIES.**

**6.1. Personnel & Equipment.** Client agrees to make available to Caliber the personnel and resources set forth in the Statement of Work to enable Caliber to complete the Services and provide the Deliverables. Caliber agrees to utilize such resources solely to fulfill the requirements of the Statement of Work and for no other purpose. All resources provided to Caliber by Client shall be returned to Client upon Client's demand, completion of all Services and Deliverables under a Statement of Work, or Caliber's receipt of a notice of termination of this Agreement or a Statement of Work, whichever occurs first.

**6.2. Delays.** Client will use commercially reasonable efforts to perform its obligations as set forth in this Agreement and each Statement of Work. Caliber's ability to provide the Services and Deliverables may depend on Client's performance of certain required approvals, reviews, edits, and notices within the time periods noted in this Agreement and/or an applicable Statement of Work. If Client fails to perform any approval, review, edit, or notice within the time period indicated, then Caliber and Client shall mutually determine what effect, if any, such delay has had on the Statement of Work, including but not limited to any time-table or schedule.

**6.3. Solicitation & Contracting.** Client agrees that it and its employees will not, either during or for a period of twelve (12) months after conclusion of the Services, solicit to hire as an employee or contractor any of Caliber's employee, agent, officer, director, or permitted subcontractor assigned to perform Services hereunder ("**Caliber's Agents**") involved in providing the Services or Deliverables. If Client hires any such Caliber's Agents prior to expiration of the twelve (12) month period, Client agrees to pay to Caliber, within thirty (30) days of the hiring date, an amount equal to one half of the person's annual compensation at Caliber at the time of their departure.

## **7. FEES & PAYMENT.**

**7.1. Fees.** Client agrees to pay Caliber for the Services and Deliverables in accordance with the fee schedule set forth in the Statement of Work. Caliber's invoices are due and payable pursuant to the terms of the applicable Statement of Work. Client shall also be responsible for all external and internal collection costs incurred by Caliber in connection with past due invoices.

**7.2. Taxes.** Client will pay or reimburse to Caliber if invoiced by Caliber all sales, service, and value added taxes, and any other tax of any kind whatsoever (other than tax imposed upon the income or profits of Caliber or any franchise tax imposed on Caliber). Client shall pay to Caliber the sales tax relating to the taxable purchases of products and Services under this Agreement at the appropriate rate. Client and Caliber shall cooperate to properly calculate any applicable taxes. Taxes payable under this Agreement will be added to the prices payable by Client to Caliber, as applicable, as a separately stated line item on each invoice, and submitted to Client at the time Caliber seeks payment, in accordance with this Agreement, of the applicable products or Services.

## **8. CONFIDENTIALITY OBLIGATIONS.**

**8.1 Confidential Information.** "**Confidential Information**" means all non-public, proprietary information, in written, electronic or any other format, containing valuable and confidential trade secrets and other technical and financial data of a party ("**Disclosing Party**"), including, without limitation, information relating to product development strategy and activity, former or prospective customers, applicants, loan files, and the forms, documents, product concepts and features, marketing



strategy, corporate assessments and strategic plans, pricing, financial and statistical information, accounting information, identity of suppliers or clients, software, systems, processes, formulae, inventions, discoveries, corporate manuals, handbooks, policies, procedures, practices, disputes or litigation. Confidential Information shall also include any “**Personal Information**” which means any personally identifying information, or any other information, that, either individually or when combined with other information, could be used to derive information specific to a particular individual, which information is not generally available to the public and which a party, its personnel, representatives or agents (“**Receiving Party**”) acquire or derive in connection with carrying out Receiving Party’s obligations under this Agreement. Personal Information includes, but is not limited to, information regarding an employee or individual customer of Disclosing Party or its customers, such as that individual’s identity, social security number, telephone number, credit card number, e-mail address, and account information.

**8.2 Exceptions.** Except for Personal Information (which shall always remain Confidential Information), Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of Receiving Party in breach of this Agreement; (b) such information was received by Receiving Party, other than under an obligation of confidentiality, from a third party who had no obligation of confidentiality to Disclosing Party; or (c) such information was in the possession of Receiving Party at the time of the disclosure or was independently developed by Receiving Party without reference to Disclosing Party’s Confidential Information. The burden of proof that Confidential Information falls into any one of the above exemptions will be borne by Receiving Party.

### **8.3 Obligations.**

(a) Receiving Party agrees to keep Disclosing Party’s Confidential Information in strict confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Receiving Party shall not use Disclosing Party’s Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement and any Statement of Work. All references to Receiving Party hereunder shall, as appropriate, include Caliber’s Agents.

(b) Receiving Party shall not disclose Confidential Information to any third parties without the written permission of Disclosing Party, except to the extent necessary to provide the Services and Deliverable under this Agreement. Furthermore, Caliber shall provide Client’s Confidential information to only those of Caliber’s Agents who need to know the information in order to perform Services for Client pursuant to this Agreement and only then after informing Caliber’s Agents of the confidential nature of the information and of their obligation to maintain the confidential nature of the Confidential Information.

(c) At the written request of Disclosing Party, Receiving Party shall promptly return (or destroy if destruction is requested specifically) all of Disclosing Party’s Confidential Information provided pursuant hereto and will not retain any copies, extracts, or other reproductions in whole or in part of such materials, except to the extent necessary to provide the Services and Deliverable under this Agreement. Upon Disclosing Party’s written request, an authorized officer of Receiving Party will certify in writing that Receiving Party has complied with this Section.

(d) If Receiving Party is the subject of a court or government agency order to disclose Disclosing Party’s Confidential Information, Receiving Party shall promptly notify Disclosing Party to allow Disclosing Party to contest such order, as allowed by applicable law or court order.

(e) Receiving Party shall comply with all privacy and data protection laws, rules, and regulations which are or which may in the future be applicable to the information disclosed by Disclosing Party pursuant to this Agreement or in connection with any transactions or activities covered by this Agreement. Without limiting the generality of the preceding sentence, Receiving Party agrees that it will keep confidential and will not use or disclose to any other party (including affiliates) any nonpublic personal information, if any, which it receives from or on behalf of Disclosing Party in connection with the activities or transactions covered by this Agreement. For purposes of this provision, the terms “nonpublic personal information” shall have the meanings set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. §§ 6801 et seq.) and implementing regulations thereof.

## **9. REPRESENTATIONS & WARRANTIES.**

### **9.1. Caliber’s Representations & Warranties.**

(a) *General Representations and Warranties.* Caliber represents and warrants to Client that: (i) this Agreement has been validly executed and delivered by Caliber and that this Agreement constitutes the legal, valid, and binding obligation of Caliber enforceable against Caliber in accordance with its terms; and (ii) Caliber has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Caliber.

(b) *Services Performed.* Caliber and its employees and agents providing Services under this Agreement shall perform the Services in a professional and workmanlike manner, and shall be adequately experienced and trained before being assigned to perform the Services.

(c) *Compliance with Laws.* Caliber shall comply and shall cause Caliber’s Agents to comply with all applicable laws, orders, regulations, and ordinances.

(d) *Permits and Approvals.* Caliber shall ensure that it has and shall cause each of Caliber’s Agents to have and maintain all required licenses, consents, approvals, and permits necessary to perform Caliber’s obligations under this Agreement or any Statement of Work.

(e) *Disclaimer.* Except for the warranties set forth above in this Agreement, Client hereby waives and disclaims all other warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. For the avoidance of doubt, (i) Caliber may assume that all information derived from Client and used by Caliber in performing the Services and preparing the Deliverables hereunder is deemed to be true, correct and accurate, (ii) Client understands and agrees that Caliber shall have no duty to investigate or verify any such information and (iii) Caliber shall not be liable for any errors or omissions in the Services or Deliverables arising from any such information. Client must make any warranty claims related to the Services or Deliverables within ten (10) days after the completion or delivery thereof to Client.

**9.2. Client’s Representations & Warranties.** Client represents and warrants to Caliber that: (i) this Agreement has been validly executed and delivered by Client and that this Agreement constitutes the legal, valid, and binding obligation of Client enforceable against Client in accordance with its terms; and (ii) Client has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Client.

**9.3. Limitation of Liability.** In no event will either Party and any Affiliated Entity, and any Party's suppliers or partners, be liable to the other Party, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss of data, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential, or similar damages, arising out of or in connection with the performance or non-performance of this Agreement or otherwise, even if advised of the possibility of such damages. In no event will Caliber's liability under any claim made by Client exceed an amount equal to the total amount of fees actually paid by Client to Caliber under this Agreement. Other than claims and actions related to Client's payment obligations under this Agreement and/or a Statement of Work, no claim or action regarding the Services or Deliverables, regardless of form, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables hereunder, or (b) such Party's knowledge of the event giving rise to such cause of action.

## **10. INDEMNIFICATION**

**10.1. Damages.** Each Party (the "**Indemnifying Party**") will indemnify, defend, and hold harmless the other Party, its affiliates, and their respective officers, directors, agents and employees (collectively, the "**Indemnified Party**") against all claims, liabilities, costs, damages, judgments, suits, actions, losses and expenses, including reasonable attorney's fees and costs of suit, arising out of or resulting from: (i) Indemnifying Party's actual or alleged infringement or violation of any intellectual property rights or other proprietary or non-disclosure rights arising from the performance under this Agreement; (ii) Indemnifying Party's gross negligence, willful misconduct, breach of any representation or warranty under this Agreement, or material failure to perform or provide its obligations under this Agreement; or (iii) any injuries to persons (including death) or damages to property caused by the negligent or willful acts of omissions of Indemnifying Party (either acting on its own behalf or through its subcontractor, agent, or other representative), except to the extent that such injuries or damages are caused by the gross negligence or willful misconduct of Indemnified Party.

**10.2. Notice & Assistance.** An Indemnified Party hereunder shall: (i) notify Indemnifying Party promptly in writing of the Claim; (ii) permit Indemnifying Party to defend, compromise, or settle the Claim (provided Indemnifying Party shall not settle any such suit or claim without Indemnified Party's prior written consent if such settlement would be adverse to Indemnified Party's interest); and (iii) provide all available and commercially reasonable information, assistance, and authority at Indemnifying Party's expense to enable Indemnifying Party to defend the Claim. Indemnified Party may participate in the defense or settlement of any Claim at its own expense.

## **11. DISPUTE RESOLUTION PROCESS.**

**11.1 Dispute Resolution.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes ("**Dispute**") which materially affect the Services, Deliverables, or performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, it will communicate by written notice the substance of such Dispute to the other Party. Once a Dispute has been raised, the Parties will make all reasonable efforts to reach a resolution within ten (10) days after the Dispute has been identified.

**11.2 Binding Arbitration.** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement shall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this arbitration provision shall be decided by one arbitrator selected by Caliber, with the consent of Client, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted in Dallas County,

Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION.** The parties agree and understand that the arbitrator shall have all powers provided by law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Neither party has the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; there shall be no class action arbitration or relief. Unless the arbitrator determines that enforceability of this Section requires otherwise, or unless such is otherwise provided in this contract, each party shall bear its own costs and expenses, including attorney's fees, in connection with any arbitration proceeding. If any part of this Section is deemed or found to be unenforceable for any reason the rest of this Section remains enforceable. To the extent the parties are unable to agree to an arbitrator, or the applicability or enforceability of this Section is otherwise disputed by either party, any such suit or action must be brought in a state or federal court sitting in Dallas County in the State of Texas

## **12. MISCELLANEOUS.**

**12.1 Notices.** All notices and other communications required or permitted under this Agreement will be in writing and delivered to the address set forth in the preamble by (i) personal delivery, (ii) overnight courier service, or (iii) any other means of delivery (but not including electronic mail) that confirms receipt and is followed by the means set forth in either (i) and (ii) within five (5) business days. All notices shall be deemed delivered upon receipt. Any Party may change its address for such communications by giving an appropriate written notice to the other Party in accordance with this Section.

**12.2 Assignment.** Neither Party shall be permitted to assign this Agreement or any of its rights and obligations pursuant to this Agreement or a Statement of Work, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement and/or any Statement of Work without consent to any parent, subsidiary, or other affiliate, in connection with a merger involving any of its affiliates, or in connection with an acquisition of all or substantially all of such Party's assets or equity interests. Any other assignment of this Agreement without the other Party's consent is void.

**12.3 Governing Law & Forum Selection.** This Agreement shall be construed and interpreted under the laws of the State of Texas. The Parties agree that any legal action relating to this Agreement shall be brought in state or federal court in Dallas County, Texas.

**12.4. Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms, or other causes beyond such Party's reasonable control. In such an event (i) the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases; and (ii) if the force majeure event continues to prevent performance hereunder for thirty (30) days, the other Party may terminate the Agreement and/or any Statement of Work upon fifteen (15) days' written notice.

**12.5 No Joint Venture.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties. No Party is, by virtue of this

Agreement, authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

**12.6 Publicity.** Each Party agrees it may not use in advertising, publicity, or other public communications (including on the Internet) the name of the other Party (including any of its parents, affiliates, or subsidiaries), or any trademark, trade dress, service mark, trade name, symbol, or any abbreviation or contraction thereof owned by the other Party (or any of its parents, affiliates, or subsidiaries) without the other Party's prior express written consent.

**12.7 Purchase Orders.** During the term of this Agreement, a purchase order, acknowledgment form, or similar document may be used or accepted by the Parties (collectively, "**Purchase Order**") if required under the applicable Statement of Work. Any Purchase Order terms which purport to add to or change, or which conflict with the provisions of, the Statement of Work or this Agreement, shall be deemed deleted and have no force or effect on either Party's rights or obligations.

**12.8 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission, or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

**12.9 Further Assurances.** Each Party agrees to execute and deliver such additional documents and to take such other actions from time to time as may be reasonably requested by the other Party in order to carry out the provisions and/or purpose of this Agreement.

**12.10 Construction & Other Terms.** This Agreement, together with the Statements of Work issued under this Agreement, constitutes the entire agreement between Client and Caliber with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This Agreement may be amended only by written agreement of the Parties which is signed by both Parties. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. Waiver by either Party of the breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent, similar, or other breach by the breaching Party. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. In the event of a conflict between any term of this Agreement and any Statement of Work, the conflicting terms of the Statement of Work shall control with respect to such conflict only.

The Parties to this Agreement, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

[Client] DocuSigned by:

By: Pamela A. Fleurette

Name: Pamela A. Fleurette

Title: CEO

**Caliber Home Loans, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## STATEMENTS OF WORK

[See attached]



## **STATEMENT OF WORK # 1**

This Statement of Work # 1 ("SOW") is made May 11, 2021 (the "**Effective Date**"), by and between Caliber Home Loans, Inc., a Delaware corporation with its principal office at 1525 South Belt Line Road, Coppell, Texas, 75019 ("**Caliber**"), and Tidemark Federal Credit Union, a NCUA Charter company with its principal office at 1941 Bridgeville Hwy, Seaford, DE 19973 ("**Client**"), for and in consideration of the terms and conditions hereinafter described.

Caliber and Client agree that this Statement of Work is governed by the terms and conditions of the Master Services Agreement effective \_\_\_\_\_, (the "Agreement").

Whereas, Client and Caliber agree that Caliber is to perform the services herein described in connection with the preparation of mortgage loan closing documents;

Now therefore, in consideration of the mutual promises and covenants contained in this SOW, the parties agree as follows:

### **Description/Overview of Products and Services**

Caliber shall conduct the following closing services (and such other services reasonably related thereto) on behalf of Client for each file subject to the Agreement and SOW:

- Coordinate the closing of assigned files
- Prepare and send Closing Instructions, Closing Package and HUD-1 Settlement Statement or equivalent
  - Closing Disclosure to escrow or title
- Run a Compliance Check based on closing costs utilizing Caliber's compliance vendor
- Review and approve final HUD-1 Settlement Statement or equivalent Closing Disclosure
- Review funding documents and authorize funding, if allowed by Client's Warehouse Bank

### **Pricing Schedule & Payment**

For loans purchased by Caliber, the fees will be set off and/or deducted from the purchase price set forth in the applicable loan purchase agreement. For loans that are not purchased by Caliber, Caliber will invoice Client within thirty (30) calendar days of the determination that Caliber will not purchase the loan. As of the Effective Date, the fees shall be calculated as follows: \$295 per loan.

Notwithstanding the foregoing, however, Caliber may revise its fees at any time by delivering a new fee schedule through a Caliber Bulletin to Client with no less than seven (7) calendar days prior written notice.

Caliber's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Client shall also be responsible for all external and internal collection costs incurred by Caliber in connection with past due invoices.

*[Signatures and Notice Addresses Follow on Next Page]*



IN WITNESS WHEREOF, Caliber and Client have caused this Agreement to be duly executed as of the date first written above.

**Caliber Home Loans, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address:

Caliber Home Loans, Inc.


Attn: Counterparty Approvals

1525 South Belt Line Road

Coppell, Texas 75019

Email: [CounterpartyApprovals@CaliberHomeLoans.com](mailto:CounterpartyApprovals@CaliberHomeLoans.com)

DocuSigned by:

By:  \_\_\_\_\_  
60E79878739344F...

Printed Name: Pamela A. Fleurette \_\_\_\_\_

Title: CEO \_\_\_\_\_

Notice Address:

Tidemark FCU, 1941 Bridgeville Hwy, Seaford, DE 19973

Attn: Pamela A. Fleurette \_\_\_\_\_

Phone: 302-629-0100 \_\_\_\_\_

Facsimile: 302-629-2583 \_\_\_\_\_

Email: [pfleurette@tidemarkfcu.org](mailto:pfleurette@tidemarkfcu.org) \_\_\_\_\_





## Broker/ Correspondent Web Administrator H20 Access Agreement

This Web Administrator H20 Access Agreement ("Agreement") is entered into by TIDEMARK FEDERAL CREDIT UNION ("Company") and Caliber Home Loans, Inc. ("Caliber").

By its signature below, Company hereby agrees with the following requirements with respect to Company's employees and officers (the "Administrator Parties") that have or will have or that it anticipates having access to any of Caliber's systems or data, which would be required to perform certain services ("Deliverables"):

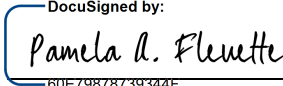
- (i) Company shall not permit any Administrator Party to have access to any Caliber system or data, which is not related to the Deliverables being performed or provided;
- (ii) Company shall ensure all Administrator Parties have the appropriate access level within Caliber's systems or data;
- (iii) By granting access to any Administrator Party, Company certifies that any Administrator Party working with Caliber data has undergone a background check, and that no adverse findings arose in such check. In addition, for all new hires going forward, Company's certification shall include the date the background investigation was performed;
- (iv) Company shall not allow, to the best of its ability, any individual Administrator Party to be involved in any way in any performance or provision of any Deliverables if such Administrator Party has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with (A) a dishonest act or a breach of trust, as stipulated Regulation H Part 1008 of the S.A.F.E. Mortgage Licensing Act and/or (B) a felony;
- (v) Prior to any Administrator Party utilizing Caliber's systems, Company shall ensure that all Administrator Parties are all bound by the same or more restrictive confidentiality provisions as those contained in this Agreement;
- (vi) Company represents and warrants that Company has, and will continue to have for so long as it has access to Nonpublic Personal Information (as defined by 15 U.S. Code §6809) or confidential information, adequate administrative, technical, and physical safeguards (i) to ensure the security and confidentiality of customer records and information; (ii) to protect against any anticipated threats or hazards to the security or integrity of such records; and (iii) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;
- (vii) Caliber reserves the right to review the qualifications of persons selected by Company to perform or provide the Deliverables, and Caliber shall have the right, with or without cause, to require the immediate removal of any person assigned to perform or provide the Deliverables;



- (viii) Company may receive information claimed by third parties to be their confidential information through access to Caliber systems or technology platforms, pursuant to a relationship Caliber maintains with such third party whereby Caliber owes a duty of confidentiality (through non-disclosure agreement, fiduciary duty, or otherwise). Company agrees to respect and honor such commitments and/or access rights, and shall treat all such information as Confidential Information
- (ix) Company shall immediately restrict and/or terminate access of Administrator Party to Caliber system or data, due to a role change, or termination, whereby the Administrator Party will no longer perform or provide Deliverables to Caliber.
- (x) Set forth in Exhibit A, attached hereto, is a list of the only authorized Web Administrators for Company.
- (xi) If a listed Web Administrator in Exhibit A, is no longer employed by Company, the remaining Web Administrator(s) must immediately remove such employee's access.
- (xii) If a listed Web Administrator in Exhibit A must be removed, which leaves only one remaining Web Administrator(s), such Web Administrator must immediately appoint a new Web Administrator so that Company has two Web Administrators at all times.

TIDEMARK FEDERAL CREDIT UNION

Company

By:   
60E79878739344F  
(Signature required—Officer named on Corporate Resolution as submitted to Caliber)

PAMELA A. FLEUETTE

Print Name

CEO

Title

Date: 05/07/2021



## Exhibit A

### Web Administrator H2O Access

Date: 05/07/2021

Company Name: TIDEMARK FEDERAL CREDIT UNION

Please identify the Web Administrators for your company. If additional Web Administrators are required, please submit additional forms. The Web Administrator will be responsible for managing web user authorization to set up and authorize additional employees for various access levels for Caliber H2O access. In addition, the Web Administrators will have the highest level of security access to the site for only loans associated to the Company. At least two Web Administrators should be identified in order to establish your Web access.

Web Administrator: SAM KAZMI  
Email Address: SKAZMI@TIDEMARKFCU.ORG  
Telephone: 302-629-0100 EXT 129  
Fax: 302-702-8260

Web Administrator: BONNIE FARRIS  
Email Address: BFARRIS@TIDEMARKFCU.ORG  
Telephone: 302-629-0100 EXT 131  
Fax: 302-629-2583

The Company named above is fully responsible for all commitments made by Web Administrators, as outlined in the Broker/Correspondent Web Administrator H2O Access Agreement attached hereto.

**Certificate Of Completion**

Envelope Id: 067E9FEDE8AB4FD88F9C886232AE4E9A

Status: Completed

Subject: Please DocuSign: Caliber Non-Del and Broker Application Package

Source Envelope:

Document Pages: 43

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 0

Sam Kazmi

AutoNav: Enabled

1941 Bridgeville Hwy

Envelopeld Stamping: Enabled

PO Box 1800

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Seaford, DE 19973

skazmi@tidemarkfcu.org

IP Address: 38.32.41.115

**Record Tracking**

Status: Original

Holder: Sam Kazmi

Location: DocuSign

7/19/2021 9:19:23 AM

skazmi@tidemarkfcu.org

**Signer Events****Signature****Timestamp**

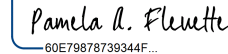
Pamela A. Fleurette

pfleurette@tidemarkfcu.org

CEO

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

Pamela A. Fleurette  
60E79878739344F...

Sent: 7/19/2021 9:28:33 AM

Viewed: 7/22/2021 1:48:00 PM

Signed: 7/22/2021 1:49:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 38.32.41.115

**Electronic Record and Signature Disclosure:**

Accepted: 7/22/2021 1:48:00 PM

ID: 2e90546c-806b-409c-aabb-dde0e4271da0

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

7/19/2021 9:28:33 AM

Certified Delivered

Security Checked

7/22/2021 1:48:00 PM

Signing Complete

Security Checked

7/22/2021 1:49:47 PM

Completed

Security Checked

7/22/2021 1:49:47 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Tidemark Federal Credit Union:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [memberservices@tidemarkfcu.org](mailto:memberservices@tidemarkfcu.org)

### **To advise Tidemark Federal Credit Union of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [memberservices@tidemarkfcu.org](mailto:memberservices@tidemarkfcu.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [memberservices@tidemarkfcu.org](mailto:memberservices@tidemarkfcu.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [memberservices@tidemarkfcu.org](mailto:memberservices@tidemarkfcu.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Tidemark Federal Credit Union as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Tidemark Federal Credit Union during the course of your relationship with Tidemark Federal Credit Union.