



**MASTER LOAN PROGRAM AGREEMENT**

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TABLE OF CONTENTS

	Page
ARTICLE I DEFINED TERMS.....	1
Section 1.1        Definitions. ....	1
ARTICLE II PROGRAM PARTICIPATION .....	1
Section 2.1        Program Participation. ....	1
Section 2.2        Program Fees. ....	1
Section 2.3        Amendments. ....	1
Section 2.4        Program Cancellation.....	1
Section 2.5        Termination of Client’s Program Participation. ....	1
Section 2.6        Effect of Program Termination or Cancellation.....	1
ARTICLE III REPRESENTATIONS AND WARRANTIES OF CLIENT .....	2
Section 3.1        Organization.....	2
Section 3.2        Authority. ....	2
Section 3.3        Program Eligibility. ....	2
Section 3.4        Ordinary Course of Business. ....	2
Section 3.5        No Conflicts. ....	2
Section 3.6        No Pending Litigation. ....	2
Section 3.7        Compliance with Applicable Law.....	2
Section 3.8        Accuracy of Information.....	2
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TRUHOME .....	3
Section 4.1        Organization.....	3
Section 4.2        Authority. ....	3
Section 4.3        No Conflicts. ....	3
Section 4.4        No Pending Litigation. ....	3
Section 4.5        Compliance with Applicable Law.....	3
Section 4.6        Accuracy of Information.....	3
Section 4.7        Fidelity Coverage.....	3
ARTICLE V COVENANTS OF TRUHOME AND CLIENT .....	3
Section 5.1        Notification. ....	3
Section 5.2        Confidentiality. ....	4
Section 5.3        Identity Theft Prevention (Red Flags Policy). ....	4
Section 5.4        Review of Operations; Risk Management. ....	5
Section 5.5        Cooperation with Regulators, Auditors and Investors. ....	5
Section 5.6        Non-Solicitation. ....	5
Section 5.7        Client HMDA Reporting.....	5
Section 5.8        Provisions Applicable to TruHome’s Government Sponsorship Program.....	5
Section 5.9        Provisions Applicable to TruHome’s Triggers Program.....	6
Section 5.10        Third Party and Compliance Risk Management Programs. ....	6
Section 5.11        Reporting. ....	6
Section 5.12        Right to Audit. ....	6
ARTICLE VI TERM AND TERMINATION .....	6
Section 6.1        Term.....	6
Section 6.2        Termination.....	6
Section 6.3        Effect of Termination.....	6
ARTICLE VII INDEMNIFICATION .....	7
Section 7.1        Indemnification. ....	7
ARTICLE VIII MISCELLANEOUS .....	7
Section 8.1        Headings. ....	7
Section 8.2        Investigation.....	7
Section 8.3        Expenses. ....	7
Section 8.4        Notices. ....	7
Section 8.5        Authorization as Agent. ....	7
Section 8.6        Order of Precedence.....	7
Section 8.7        Controlling Law.....	8
Section 8.8        Jurisdiction.....	8
Section 8.9        Severability. ....	8
Section 8.10        Assignment. ....	8
Section 8.11        Attorney’s Fees. ....	8
Section 8.12        Waivers or Remedies. ....	8
Section 8.13        Further Assurances. ....	8
Section 8.14        Entire Agreement .....	8
Section 8.15        Counterparts.....	8

**EXHIBITS**

- Exhibit A – Defined Terms
- Exhibit B – Program Descriptions
- Statement of Work

## **MASTER LOAN PROGRAM AGREEMENT**

This MASTER LOAN PROGRAM AGREEMENT (the “Agreement” or “Master Agreement”), dated as of Oct 24, 2023 (the “Effective Date”) sets forth the affirmative covenants, terms and conditions agreed as between **TIDEMARK FEDERAL CREDIT UNION** (the “Client”) and by **TRUHOME SOLUTIONS, LLC**, a Missouri limited liability company (“TruHome”) relating to Client’s participation in one or more of TruHome’s mortgage lending Programs.

### **RECITALS**

A. TruHome offers to its depository institution clients the opportunity to participate in a variety of mortgage lending Programs, pursuant to which TruHome and Client will, depending upon the particular Program, provide certain services relating to the Origination, Processing, Underwriting, funding, Closing, purchase and sale of Mortgage Loans.

B. Client desires to participate in one or more of TruHome’s Programs and TruHome has agreed to provide such Program Services to Client and its borrowers subject to the terms and conditions of this Agreement.

### **AGREEMENT**

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

### **ARTICLE I DEFINED TERMS**

Section 1.1 Definitions. Capitalized terms used and not otherwise defined in this Agreement will have the meanings included on Exhibit A, which is attached hereto and made a part of this Agreement for all purposes. Certain terms used herein are defined or further explained in the relevant Program Guidelines.

### **ARTICLE II PROGRAM PARTICIPATION**

Section 2.1 Program Participation. From time to time, Client may request to participate in one or more Programs offered by TruHome. Client may participate in a Program only if Client satisfies the applicable Eligibility Standards for such Program. Upon Client’s participation in any Program, TruHome hereby agrees to provide the Program Services to Client which are indicated with respect to such Program on the Program Description included as Exhibit B, which is attached hereto and made a part of this Agreement for all purposes. If Client participates in any Program, Client agrees to be bound by the additional terms, conditions and obligations applicable to such Program which are described in the Program Description or which are otherwise included in this Agreement.

Section 2.2 Program Fees. The fees for services to be provided pursuant to any TruHome Program will be as described in the Statement of Work, which will be provided to Client by TruHome and is made a part of this Agreement for all purposes.

Section 2.3 Amendments. TruHome will have the right to amend the Agreement or the Program Guidelines from time to time if required to conform to Accepted Servicing Practices, Applicable Law or material changes to its business process by providing Client with notice of such amendments at least 30 days before the amendments are to take effect. Client’s continued participation in any amended Program will constitute Client’s agreement to the amended Program Guidelines for which TruHome has provided notice pursuant to this Section 2.3. If Client does not agree with such Amendment, it may terminate its participation in the amended Program by giving written notice of such termination to TruHome before the effective date of the amendments.

Section 2.4 Program Cancellation. TruHome will have the right to cancel or otherwise terminate any Program, by providing notice to Client at least 60 days prior to the date that such cancellation is to take effect. However, TruHome will have the right to cancel or otherwise terminate any Program immediately and without prior notice to Client if such cancellation or termination is pursuant to the advice or direction of any Governmental Body, Agency, Insurer or Loan Investor having jurisdiction over Client or TruHome. For the avoidance of doubt, cancellation or termination of any particular Program will not result in the termination of the Agreement unless this Agreement is otherwise terminated as provided in Article VI.

Section 2.5 Termination of Client’s Program Participation. Without limiting TruHome’s right to terminate the Agreement as described in Section 6.2, TruHome may elect to terminate Client’s participation in any Program immediately and without prior notice (i) in the event that TruHome determines that Client no longer satisfies the Eligibility Standards for such Program, or (ii) if Client fails to satisfy its obligations under the applicable Program Guidelines provided that Client has been given written notice and reasonable opportunity, not to exceed sixty (60) days, to cure such failure or if such failure is not curable.

Section 2.6 Effect of Program Termination or Cancellation.

(a) Upon cancellation or termination of Client’s participation in any Program pursuant to this Article II, TruHome will continue to provide all Program Services with respect to which Mortgage Loans originated under the cancelled Program have been submitted to, and accepted by, TruHome for Services, only until

the date such cancellation or termination is effective, unless otherwise agreed, as evidenced by a written agreement signed by both Parties.

(b) Upon cancellation or termination of Client's participation in TruHome's Triggers Program, TruHome will cease providing the services described in Section 5.9(a), and all Confidential Information or Non-Public Personal Information used for purposes of the Triggers Program (and not used in connection with Client's participation in any other Program that has not been terminated) will be returned to Client or deleted to the extent required by this Master Agreement.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF CLIENT**

Client represents and warrants to TruHome as follows. For the avoidance of doubt, the following representations and warranties are supplemented by, and are in addition to, any representations or warranties required to be made by Client in the Program Guidelines for any Program in which Client participates.

Section 3.1 Organization. Client is and will continue to be duly organized, validly existing, and in good standing under the laws of the United States and the state of its formation or incorporation, as applicable. Client is duly authorized and qualified to transact mortgage business and all other business contemplated by the Agreement in all states in which it will offer Mortgage Loans under a TruHome Program. Client possesses and will maintain all requisite authority, power, licenses, permits, and franchises to conduct its business and to execute, deliver, and comply with its obligations under the terms of the Agreement.

Section 3.2 Authority. Client has the full power and authority to execute and deliver the Agreement and to perform in accordance herewith. The execution, delivery and performance of the Agreement (including all instruments of transfer to be delivered pursuant to the Agreement) by Client, and the consummation of the transactions contemplated thereby, have been duly and validly authorized, and all requisite corporate action has been taken by the Client to make the Agreement valid and binding upon the Client.

Section 3.3 Program Eligibility. Client is a federally insured depository institution or an affiliate of a federally insured depository institution and is actively registered with NMLS. Client satisfies the Eligibility Standards for all Programs in which Client participates.

Section 3.4 Ordinary Course of Business. The consummation of the transactions contemplated by the Agreement are in the ordinary course of business of the Client, and the transfer, assignment, and conveyance of Mortgage Notes and Security Instruments by the Client are not subject to bulk transfer laws or any similar statutory provisions.

Section 3.5 No Conflicts. Neither the execution and delivery of the Agreement or any transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Agreement will conflict with or result in a breach of any of the terms, conditions, or provisions of Client's charter, bylaws or similar organizational documents, or any legal restriction or any agreement or instrument to which the Client is now a party or by which it is bound, or constitute a default, or result in an acceleration under any of the foregoing, or result in the violation by Client of any Applicable Law, or impair the ability of TruHome to enforce any of the Mortgage Loans according to their terms, or impair the value of any of the Mortgage Loans.

Section 3.6 No Pending Litigation. There is no Proceeding pending or, to Client's knowledge, threatened against the Client which, either in one incident or in the aggregate, would draw into question the validity of the Agreement or the Mortgage Loans or of any action taken or to be taken in connection with the obligations of the Client contemplated herein, or which would be likely to impair materially the ability of the Client to perform under the terms of the Agreement.

Section 3.7 Compliance with Applicable Law.

(a) All aspects of Client's participation in the Program is in compliance in all material respects with, and is not in material default or violation under (i) Applicable Law, and (ii) the terms of all Mortgage Loan Documents for Mortgage Loans originated under any Program. Client has neither had nor suspected any material incidents of fraud or defalcation involving Client or any of its respective officers, directors, employees or affiliates that would affect any of the Mortgage Loans or the Services to be provided pursuant to this Agreement.

(b) Client has filed all reports, registrations and statements, together with any amendments required to be made thereto, that are required to be filed with any Governmental Body having supervisory jurisdiction over Client, and such reports, registrations and statements as finally amended or corrected, are true and correct in all material respects. Except for normal examinations conducted by financial institution regulatory agencies in the ordinary course of business, no Governmental Body has initiated any Proceeding or, to Client's knowledge, investigation into the business or operations of Client.

(c) No Agency, Loan Investor or Insurer has (i) imposed in writing restrictions on the activities (including commitment authority) of Client or (ii) indicated in writing to Client that it has terminated or intends to terminate its relationship with Client for poor performance, poor loan quality or concern with respect to Client's compliance with Applicable Law.

Section 3.8 Accuracy of Information. To the best of Client's knowledge, the information included in all documents submitted to TruHome and all documents to be submitted to TruHome pursuant to the Agreement or

any Program, including electronically transmitted documents and data pertaining to each Mortgage Loan, is and will be true and correct as of the date thereof.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TRUHOME**

TruHome represents and warrants to Client as follows.

Section 4.1      Organization. TruHome is and will continue to be duly organized, validly existing, and in good standing under the laws of the state of its organization. TruHome is duly authorized and qualified to transact mortgage business and all other business contemplated by the Agreement in all states in which it operates, and possesses and will maintain all requisite authority, power, licenses, permits, and franchises to conduct its business and to execute, deliver, and comply with its obligations under the terms of the Agreement.

Section 4.2      Authority. TruHome has the full power and authority to execute and deliver the Agreement and to perform in accordance herewith. The execution, delivery and performance of the Agreement (including all instruments of transfer to be delivered pursuant to the Agreement) by TruHome, and the consummation of the transactions contemplated thereby, have been duly and validly authorized, and all requisite company action has been taken by TruHome to make the Agreement valid and binding upon TruHome.

Section 4.3      No Conflicts. Neither the execution and delivery of the Agreement or any transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Agreement will conflict with or result in a breach of any of the terms, conditions, or provisions of TruHome's articles of incorporation, operating agreement or other similar organizational documents, or any legal restriction or any agreement or instrument to which TruHome is now a party or by which it is bound, or constitute a default, or result in an acceleration under any of the foregoing, or result in the violation of any Applicable Law, or impair the ability of Client to enforce any of the Mortgage Loans according to their terms, or impair the value of any of the Mortgage Loans.

Section 4.4      No Pending Litigation. There is no Proceeding pending or, to TruHome's knowledge, threatened against TruHome which, either in one incident or in the aggregate, would draw into question the validity of the Agreement or the Mortgage Loans or of any action taken or to be taken in connection with the obligations of TruHome contemplated herein, or which would be likely to impair materially the ability of TruHome to perform under the terms of the Agreement.

Section 4.5      Compliance with Applicable Law.

(a)           The provision of Program Services by TruHome pursuant to this Agreement is in compliance in all material respects with, and is not in material default or violation under, (i) Applicable Law, and (ii) the terms of all Mortgage Loan Documents for Mortgage Loans originated under any Program. TruHome has neither had nor suspected any material incidents of fraud or defalcation involving TruHome or any of its respective officers, directors, employees or affiliates.

(b)           TruHome has filed all reports, registrations and statements, together with any amendments required to be made thereto, that are required to be filed with any Governmental Body having supervisory jurisdiction over TruHome, and such reports, registrations and statements as finally amended or corrected, are true and correct in all material respects. Except for normal examinations conducted by financial institution regulatory agencies or the Agencies in the ordinary course of business, no Governmental Body has initiated any Proceeding or, to TruHome's knowledge, investigation into the business or operations of TruHome.

(c)           No Agency, Loan Investor or Insurer has (i) imposed in writing restrictions on the activities (including commitment authority) of TruHome or (ii) indicated in writing to TruHome that it has terminated or intends to terminate its relationship with TruHome for poor performance, poor loan quality or concern with respect to TruHome's compliance with Applicable Law.

Section 4.6      Accuracy of Information. To the best of TruHome's knowledge, the information included in all documents submitted to Client and all documents to be submitted to Client pursuant to the Agreement or any Program, including electronically transmitted documents and data pertaining to each Mortgage Loan, is and will be true and correct as of the date thereof.

Section 4.7      Fidelity Coverage. TruHome will maintain in effect at its cost a blanket fidelity bond and an errors and omission policy acceptable to Agencies and will provide Client certificates evidencing such coverage upon request.

#### **ARTICLE V COVENANTS OF TRUHOME AND CLIENT**

TruHome and Client covenant and agree with each other as follows:

Section 5.1      Notification. Client will give prompt notice to TruHome, and TruHome will give prompt notice to Client, of (i) any representation or warranty made by it in the Agreement becoming untrue or inaccurate in any material respect, or (ii) the failure by it to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it under the Agreement; *provided, however*, that no such notification will affect the representations, warranties, covenants or agreements of the Parties or the conditions to the obligations of the Parties under the Agreement.

Section 5.2 Confidentiality. In the course of Client's and TruHome's relationship, Client and/or TruHome may acquire valuable trade secrets, proprietary data and other confidential information (collectively, the "Confidential Information") with respect to the other Party's borrowers, competitors and business. Confidential Information will not include information (i) which was known by the receiving Party prior to entering into the Agreement and without a prior duty of confidentiality, (ii) that was developed by one Party independently and without reference to the other Party's Confidential Information, (iii) that was disclosed to one Party by a third party without a duty of confidentiality, or (iv) that enters the public domain without any breach of a confidentiality obligation by a Party hereunder.

(a) Non-Disclosure. During the term of the Agreement, no Party will, without the express written consent of the other Party, directly or indirectly communicate or divulge to, or use for its own benefit or for the benefit of any other Person, firm association or corporation, any of the other Party's Confidential Information which was communicated to or otherwise learned of or acquired by such Party during the course of its relationship with the other Party.

(b) Exclusions. As exclusions to the requirements of Section 5.2 (a), a Party may disclose or use Confidential Information under any of the following circumstances: (i) disclosure or use thereof in good faith by such Party in connection with the performance of its duties in the course of its relationship with the other Party to the extent required, (ii) disclosure or use by such Party of any such information or data which is generally known within the industry or is otherwise available through independent resources, and (iii) disclosure or use thereof by such Party pursuant to any regulatory, compliance, or legal requirement.

(c) Return of Information. Promptly after the termination of the Agreement for any reason, each Party will deliver to the other Party all originals and copies of all Confidential Information, *provided, however*, that TruHome will be entitled to retain electronic copies of Confidential Information (i) to the extent and for the length of time as may be required by Applicable Law; or (ii) as part of its normal information technology back-up procedures until such information is deleted consistent with TruHome's normal document retention policies.

(d) Non-Public Personal Information. Each Party agrees that it will not use or disclose any Non-Public Personal Information of a Customer or Consumer of the other Party or any of its affiliates that is available to, provided to or obtained by such Party or its affiliates for any purpose other than as required for the performance of the disclosing Party's obligations under the Agreement. In addition, each Party, including its respective affiliates, will not disclose such Non-Public Personal Information to any third party unless the disclosing Party obtains the prior written consent of the other Party. However, TruHome may disclose Non-Public Personal Information of a Customer or Consumer to a third-party vendor or service provider that has been engaged by TruHome in connection with its provision of the Services without Client's written consent, *provided* that TruHome will remain responsible for such vendor's compliance with the confidentiality requirements of this Master Agreement. Either Party may disclose Non-Public Personal Information obtained from the other Party, if the disclosing Party is a financial institution as defined under Title V of the Gramm-Leach-Bliley Act, to respond to the request of a Governmental Body having jurisdiction over the disclosing Party for examination, compliance or other purposes as authorized by Applicable Law. Either Party may also disclose Non-Public Personal Information obtained from the other Party to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state or local authority and to respond to judicial process. However, to the extent permitted by Applicable Law, any such disclosure may be made only after giving the non-disclosing Party prior notice of the potential disclosure and a reasonable opportunity for such Party to intervene so it may apply for such legal protection as may be available with respect to the confidentiality of the information to be disclosed. If a protective order or other remedy is not obtained, or if the non-disclosing Party waives compliance with the provisions of this subsection, the disclosing Party agrees to disclose only such portion of the Non-Public Personal Information that the disclosing Party is advised by written opinion of counsel is legally required. This Section 5.2 will survive termination of the Agreement. Each Party agrees to promptly notify the other Party upon its discovery of the occurrence of any unauthorized disclosure of any Non-Public Personal Information of the other Party, but only if notification to the consumer is triggered by Applicable Law.

### Section 5.3 Identity Theft Prevention (Red Flags Policy)

(a) Identity Theft Program Required. Prior to engaging in any activities contemplated by this Agreement, each Party will establish and maintain an identity theft prevention program ("Red Flag Program") which will be compliant with Title 16 of the Code of Federal Regulations Part 681, including the guidelines provided in Appendix A thereto ("Identity Theft Rules"). Such Red Flag Program will be designed to identify, detect and respond to Red Flags, as such term is defined in and to the extent required by 16 CFR 681.1 ("Red Flag"). The Party's Red Flag Program will be designed to detect, prevent, and mitigate identity theft, including detection, prevention, and mitigation of relevant Red Flags. Each Party will maintain and enforce commercially reasonable policies and procedures in implementing its Red Flag Program. Each Party will update its Red Flag Program from time to time as may be required by and in accordance with changes in Federal law. Each Party agrees that its agreements with third parties who have access to Confidential Information or Non-Public Personal Information of a Customer or Consumer will protect information to prevent identity theft and address confidentiality, audit, security and privacy. Each Party agrees that its agreements with third parties that affect its information security or identity theft prevention will require third parties to meet these same requirements.

(b) Information and Recordkeeping. Each Party will maintain records documenting that it has complied with the requirements of the Identity Theft Rules, including but not limited to a written Red Flag Program and documentation of all instances of Red Flag detection. Each Party will provide the other Party with information concerning its compliance with the Identity Theft Rules as such other Party may from time to time reasonably request, and will, upon reasonable request, give such other Party access to its facilities used for the maintenance or processing of covered account information and to its books, records, practices, policies and procedures concerning the use and

disclosure of Non-Public Personal Information for inspection in order to determine such Party's compliance with this section.

(c) Reporting and Response. In the event either Party detects a Red Flag, such Party will immediately respond to the Red Flag appropriately and in accordance with the Identity Theft Rules. The Party detecting a Red Flag will also promptly report to the other Party (a) the identifying criteria of the Red Flag; (b) how the Red Flag was detected; (c) what remedial measures were taken; and (d) what measures the Party is taking to update its Red Flag Program to prevent future Red Flags of a similar nature.

Section 5.4 Review of Operations; Risk Management. To limit the potential for violations of Applicable Law and violations related to consumer harm, the Parties agree to provide access and documentation to the other Party to the extent required below.

(a) Each Party will permit the other Party and its authorized representatives to examine its annual audited financial statements and any other financial statements that are required to be filed by it with any Governmental Body.

(b) Each Party will permit the other Party and its authorized representatives to examine any independent assessment of its internal controls that has been prepared by an external auditor or other third party.

(c) The Parties may conduct due diligence of the other Party to the extent such diligence is required by Applicable Law or as may otherwise be determined by the requesting party to be reasonable or customary for the industry.

(d) In the event a violation or inadequacy is discovered in connection with this Section 5.4 the Parties agree to work with each other to immediately remedy and correct such violation.

Section 5.5 Cooperation with Regulators, Auditors and Investors. During the term of the Agreement, and following its termination, each Party agrees to provide, at the expense of the requesting Party, reasonable cooperation to the other Party in connection with regulatory audits or examinations by any Governmental Body having jurisdiction over such Party and to comply with reasonable audits and inquiries by Governmental Bodies, Agencies, Insurers and Loan Investors, including, without limitation, making books and records available with respect to the Mortgage Loans or Programs.

Section 5.6 Non-Solicitation. TruHome agrees that during the term of this Agreement, it will not take any action to directly solicit Client's customers for any product or service offered by TruHome and not contemplated by this Master Agreement. Promotions undertaken by TruHome or any affiliate of the TruHome which are directed to the general public at large (including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements), shall not constitute a prohibited solicitation under this Section 5.6.

Section 5.7 Client HMDA Reporting. The Parties acknowledge that Client, and not TruHome, remains solely responsible for the preparation and filing of all HMDA reports required in connection with any Mortgage Loans that have been closed in Client's name and funded by Client. Although TruHome will provide data to Client for Client's use in preparation of its HMDA reports, such preparation and reporting are not part of the Services provided by TruHome in connection with any Program.

Section 5.8 Provisions Applicable to TruHome's Government Sponsorship Program.

(a) From time to time with respect to Clients who participate in TruHome's Government Sponsorship Program, TruHome will make Government Loans intended to be insured and/or guaranteed by the FHA, the VA or the USDA (each a "Government Sponsorship Program Loan") to customers of Clients. For so long as Client satisfies the Eligibility Standards for the Government Sponsorship Program and any other applicable Agency requirements to be a "sponsored third party originator" or to otherwise act as a sponsored originator as permitted by the applicable Agency, TruHome agrees to act as a sponsor for Client so that Client may provide Origination and/or Processing services for Government Sponsorship Program Loans. All Government Sponsorship Program Loans will be submitted by Client to TruHome for subsequent Processing (if applicable), Underwriting, Closing, Funding and submission for Agency insurance endorsement or guarantee, as applicable. TruHome will provide Client access to its loan origination system (the "TruHome LOS") for the purposes of Client's participation in the Government Sponsorship Program. From time to time, TruHome will issue to Client pricing information (a "Pricing Sheet") applicable to Government Sponsorship Program Loans. Such pricing information is subject to change without notice and is determined in the sole discretion of TruHome. Client will comply with the guidelines contained in the Pricing Sheet concerning documentation, interest rates and lock-ins which apply to Government Sponsorship Program Loans.

(b) Services to be provided by Client as a Sponsored TPO under the Government Sponsorship Program may include any of the following but must include the taking of the loan application and at least five of the origination/processing services listed below. For the purpose of this Agreement, "taking a loan application" will have the meaning prescribed to it in 12 CFR Part 1008, Appendix A, Section (a). Services which may be provided by Client under the Government Sponsorship Program include: (i) analyzing the applicant's income and debt, and prequalifying the applicant to determine the maximum allowable mortgage, (ii) educating the applicant in the home buying and financing process, advising him or her about different types of available loan products, and demonstrating how closing costs and monthly payments differ for different products, (iii) collecting financial information, including without limitation tax returns, W-2s, paystubs, bank statements, retirement/investment account statements and other related documents, (iv) initiating and ordering verifications of employment and deposit, (v) initiating and ordering requests for mortgage and other loan verifications, (vi) initiating and ordering appraisals, (vii) initiating and ordering

inspections or engineering reports, (viii) providing all legally required disclosures (e.g. Truth-in-Lending, Equal Credit Opportunity Act, etc.) to the applicant, (ix) assisting the applicant with understanding and clearing credit problems, (x) maintaining regular contact with the applicant, real estate agents, and lender between the time of the application and the closing of the Government Sponsorship Program Loan, and gathering any additional information as needed, (xi) ordering legal documents, (xii) determining whether the property which is to secure the Government Sponsorship Program Loan is located in a flood zone or ordering a service to make such determination, (xiii) participating in the Government Sponsorship Program Loan closing, (xiv) analyzing the information provided by the applicant and confirming that the applicant's application complies with Applicable Law and Government Sponsorship Program guidelines, and (xv) providing such other services as may be required by a particular loan transaction and which are permissible under Applicable Law. Services will specifically not include any tasks executed directly in FHA Connection.

Section 5.9      Provisions Applicable to TruHome's Triggers Program.

(a)      If Client participates in the Triggers Program, Client will from time to time provide TruHome electronic file(s) containing information about its Customers, which information may include Non-Public Personal Information. Client will submit such data and materials to TruHome in a format acceptable to TruHome and will supply TruHome with information required to identify or interpret formatting or coding of any such Client data. Client will be responsible for providing direction and information to TruHome regarding Customers to be excluded from any of TruHome's marketing or other activities and Client will be solely responsible for approval of the Customer lists that may be targeted to receive mail, e-mail or other contact under the Triggers Program. Client is further responsible for timely updating or otherwise notifying TruHome of any changes in the Customer information it provides to TruHome pursuant to the Triggers Program. For the avoidance of doubt, Client will be solely responsible for ensuring that the Client data provided to TruHome does not include information regarding any Consumer or Client Customer who has "opted-out" in the manner required by Client's privacy policies and related disclosures, and Client will promptly notify TruHome of any Customer's subsequent request to "opt-out" or to be removed from Client's e-mail, direct mail or other subscription lists. Client will ensure that the privacy policies and other related disclosures it provides to Consumers and Customers: (i) are satisfactory to TruHome, (ii) contemplate the sharing of Client data with TruHome, its agents and service providers for the purpose of providing Services to Client under the Triggers Program, and (iii) comply with Applicable Law.

(b)      If Client participates in TruHome's Triggers Program ("Triggers Program"), Client will be deemed to have designated TruHome as its service provider and agent to provide the following services (the "Lead Services"): (i) in connection with its participation in the Triggers Program, TruHome will assist Client in analyzing information about Client's customers to determine which of Client's customers are most likely to be eligible for Client's Mortgage Loan services ("Client Leads"); and (ii) to the extent requested by Client, TruHome may further engage in marketing activities on behalf of Client, which activities may include, without limitation, offering Client's Mortgage Loan products and services to the identified Client Leads.

**ARTICLE VI  
TERM AND TERMINATION**

Section 6.1      Term. The initial term ("Initial Term") of the Agreement will expire on the last calendar day of the month in which the first anniversary of the Effective Date occurs; *provided, however*, that the Agreement will automatically renew for additional, consecutive one-year terms until such time as either Party terminates the Agreement as provided herein.

Section 6.2      Termination.

(a)      The Agreement may be terminated at any time upon the mutual consent in writing of TruHome and Client.

(b)      The Agreement may be terminated at any time by either Party upon provision of notice of intent to terminate, which notice must be delivered to the other Party at least 90 days prior to the date on which such termination is to become effective. The date on which such termination becomes effective will be the last calendar day of the month following expiration of the 90-day notice period, unless both Parties agree in writing to a different termination date. To be effective, notice of intent to terminate as contemplated by this Section 6.2 must be delivered in the manner required for delivery of notice as described in Section 8.4.

(c)      Either Party may terminate the Agreement immediately and without notice upon (i) a material breach of the Agreement by the other Party if the breaching Party has been given written notice and reasonable opportunity, not to exceed sixty (60) days, to cure such breach or if such breach is not curable; or (ii) the advice or direction of any Governmental Body having jurisdiction over the terminating Party.

Section 6.3      Effect of Termination. In the event of termination of the Agreement by either TruHome or Client as provided in Section 6.2 hereof and without breach by any Party hereto, the Agreement will become void and have no effect, without any liability on the part of any Party, *provided, however*, that the provisions of the Agreement and any applicable Program Guidelines that specifically contemplate action following termination will survive and will continue to be binding obligations of the Parties following termination and, *provided further* that this Section 6.3, Section 5.2, the representations and warranties of Client and TruHome as included in Article III and IV, the covenants of the Parties contained in Article V, the Parties' rights and obligations under Article VII, and the indemnification obligations of any Party under any of the Program Guidelines will survive any such termination. Nothing contained in this Section 6.3 will relieve any Party hereto of any liability for a breach or fraud in connection with the Agreement.



## ARTICLE VII INDEMNIFICATION

Section 7.1 Indemnification. Without limiting any other remedy available to either Party under the Agreement, each Party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other Party and its affiliates, including their present and future officers, directors, officials, employees, members and agents from and against any and all claims, demands, Proceedings, judgments, causes of action, losses, costs, liabilities, expenses and damages (including reasonable attorneys’ fees, interest, penalties, and all reasonable amounts paid in investigation, defense or settlement of any of the foregoing, whether or not the underlying claims of third parties are meritorious) arising from or related to the Indemnifying Party’s (a) negligent or intentional acts, errors or omissions; (b) violation of any Applicable Law in performing its duties or obligations under the Agreement; or (c) material breach of any provision of the Agreement, including without limitation any representation, warranty, covenant or agreement. In no event will either Party be liable for consequential or special damages of the other Party. Clients that participate in TruHome’s Government Sponsorship Program further agree to indemnify and hold harmless TruHome, including its present and future officers, directors, officials, employees, and agents from and against any and all claims, demands, Proceedings, judgments, causes of action, losses, costs, liabilities, expenses, and damages (including reasonable attorneys’ fees, interest, penalties, and all reasonable amounts paid in investigation, defense, or settlement of any of the foregoing) arising from any acts or omissions of applicant or Client prior to the transfer of a Government Sponsorship Program Loan to TruHome through TruHome’s loan origination system. For the avoidance of doubt, Client agrees to reimburse TruHome for any amounts paid or any losses incurred as a result of any fraud by applicant or errors in the initial loan application or disclosures provided by applicant or to the applicant by Client or any acts or omissions of applicant or Client that result in such application or disclosures failing to meet the requirements of Applicable Law.

## ARTICLE VIII MISCELLANEOUS

Section 8.1 Headings. Headings of the articles and sections in the Agreement are for reference purposes only and will not be deemed to have any substantive effect.

Section 8.2 Investigation. No investigation by the Parties hereto made before or after the date of this Agreement will affect the representations and warranties of the Parties which are contained herein and each such representation and warranty will survive such investigation.

Section 8.3 Expenses. Except as expressly provided in the Agreement, each Party will pay its respective expenses incurred in connection with the preparation and performance of its obligations under the Agreement.

Section 8.4 Notices. Except as otherwise expressly provided herein, all notices, requests, demands and other communications which are required or permitted to be given to a Party under this Agreement will be in writing and will be deemed to have been duly given upon the receipt thereof by the recipient Party; or upon the sending thereof by certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service. Notices will be delivered to:

If to TruHome:

TruHome Solutions, Inc.  
9601 Legler Road  
Lenexa, KS 66219  
Attention: Legal Department

If to Client:

To the name and address included on the signature page to the Agreement.

All notices sent by mail as provided above will be deemed delivered three (3) days after deposit in the mail. All other notices will be deemed delivered when actually received. All notices sent by courier as provided above will be deemed delivered one day after being sent. Any Party to the Agreement may change its address for the giving of notice specified above by giving notice as herein provided. Notices permitted to be sent via e-mail will be deemed delivered only if sent to such persons at such e-mail addresses as may be set forth in writing and only upon delivery of a hard copy of the contents of such notice by means permitted in this Section 8.4.

Section 8.5 Authorization as Agent. Except as otherwise expressly contemplated by this Agreement, Client authorizes TruHome to act for and on behalf of Client as its agent, for the sole, limited and exclusive purposes of providing the Program Services to Client under the terms and conditions of this Agreement and the applicable Program Guidelines. However, nothing contained in this Agreement will be construed as authorization by TruHome for Client to act as an agent on behalf of TruHome. Any services to be provided by Client to TruHome pursuant to this Agreement will be provided by Client in its capacity as an independent contractor.

Section 8.6 Order of Precedence. In the event of any conflict between the terms, conditions, rights, requirements or provisions of this Agreement and any terms, conditions, rights, requirements or provisions of any other agreement between the Parties, this Agreement will govern.

Section 8.7 Controlling Law. This Agreement and any claim, controversy or dispute arising under or related in any way to the Agreement and/or the interpretation and enforcement of the rights and duties of the Parties hereunder or related in any way to the foregoing, will be governed by and construed in accordance with the internal, substantive laws of the State of Missouri applicable to agreements entered into and to be performed solely within such state without giving effect to the principles of conflict of laws thereof.

Section 8.8 Jurisdiction. Each Party hereby irrevocably submits to the exclusive jurisdiction of any court of the State of Missouri located in Jackson County in any Proceeding arising in connection with the Agreement, and agrees that any such Proceeding will be brought only in such court (and waives any objection based on forum non conveniens or any other objection to venue therein); provided, however, that such consent to jurisdiction is solely for the purpose referred to in this paragraph and will not be deemed to be a general submission to the jurisdiction of such court other than for such purposes.

Section 8.9 Severability. Any term or provision of the Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Agreement or affecting the validity or enforceability of any of the terms or provisions of the Agreement in any other jurisdiction. If any provision of the Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable. In all such cases, the Parties will use their commercially reasonable efforts to substitute a valid, legal and enforceable provision which, insofar as practicable, implements the original purposes and intents of the Agreement.

Section 8.10 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but will not be assigned by Client without the prior written consent of TruHome.

Section 8.11 Attorney's Fees. If any Proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the prevailing Party or Parties will be entitled to reasonable attorneys' fees and other costs incurred in that Proceeding, in addition to any other relief to which it or they may be entitled.

Section 8.12 Waivers or Remedies. Either Party's failure or delay to exercise any right or remedy available under the Agreement or at law or equity, will not act as a waiver of any other right or remedy, nor will any single or partial exercise of any right preclude any other or further exercise thereof. No waiver by either Party of any of the provisions of the Agreement will be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver by either Party will be binding unless executed in writing. All remedies will be cumulative and nonexclusive.

Section 8.13 Further Assurances. Each Party will perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of the Agreement.

Section 8.14 Entire Agreement. This Agreement and the exhibits and attachments hereto and any other agreements incorporated by reference herein represent the entire agreement between the Parties respecting the transactions contemplated hereby, and all understandings and agreements heretofore made between the Parties hereto are merged in the Agreement, including the exhibits and schedules delivered pursuant hereto, which (together with any agreements executed by the Parties hereto contemporaneously with or, if contemplated hereby, subsequent to the execution of the Agreement) will be the sole expression of the agreement between the Parties respecting Client's participation in one or more Programs. Each Party to the Agreement acknowledges that, in executing and delivering the Agreement, it has relied only on the written representations, warranties and promises of the other Party hereto that are contained herein or in the other agreements executed by the Parties contemporaneously with or, if contemplated hereby, subsequent to the execution of the Agreement, and has not relied on the oral statements of any other Party or its representatives.

Section 8.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument. A telecopy, facsimile or electronic scan in "PDF" format of a signed counterpart of the Agreement will be sufficient to bind the Party or Parties whose signature(s) appear thereon.

*[Signature Page Follows]*

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

TRUHOME SOLUTIONS, LLC:

By: *Doug Hoelscher*  
Doug Hoelscher (Oct 24, 2023 08:59 CDT)

Name: Doug Hoelscher

Title: President

CLIENT:

TIDEMARK FEDERAL CREDIT UNION

By: *Pamela A. Fleurette*  
Pamela A. Fleurette (Oct 24, 2023 09:57 EDT)

Name: Pamela A. Fleurette

Title: CEO

CLIENT ADDRESS FOR NOTICE:

1941 Bridgeville Hwy, PO Box 1800, Seaford DE 19973

1941 Bridgeville Hwy, PO Box 1800, Seaford DE 19973

1941 Bridgeville Hwy, PO Box 1800, Seaford DE 19973

Attn: Pamela A. Fleurette, CEO  
Pamela A. Fleurette, CEO

CLIENT ORGANIZATIONAL INFORMATION:

Charter or Entity Type:  
Federal Credit Union

State or Jurisdiction of Organization:  
Delaware

## EXHIBIT A

### DEFINED TERMS

(a) ***“Accepted Servicing Practices”*** means, with respect to any Mortgage Loan, those mortgage servicing practices that comply with the terms of the Mortgage Loan and the terms and conditions of this Agreement; that are reasonable and cost-effective; and that comply with the customary and usual standards of practice and procedures (including collection and administration procedures) of prudent mortgage lending or servicing institutions for servicing and maximizing the value of residential mortgage loans of the same type as the Mortgage Loan in the jurisdiction where the real property secured thereby is located, all of which must comply with Applicable Law.

(b) ***“Agreement”*** or ***“Master Agreement”*** means this Master Loan Program Agreement and all related exhibits or appendices hereto, any other written agreements between the Client and TruHome which are incorporated herein by reference, and where appropriate, any applicable Program Guidelines. For the purposes of the Agreement, the term will also include any amendments or supplements to the foregoing.

(c) ***“Agency”*** or ***“Agencies”*** means the Federal National Mortgage Association (“FNMA” or “Fannie Mae”), Federal Home Loan Mortgage Corporation (“FHLMC” or “Freddie Mac”), Government National Mortgage Association (“GNMA” or “Ginnie Mae”), Federal Housing Administration (“FHA”), Department of Housing and Urban Development (“HUD”), United States Department of Agriculture (“USDA”), United States Department of Veterans Affairs (“VA”) or any other governmental or quasi-governmental entity involved in promulgating laws, regulations, requirements and guidelines relevant to residential mortgage loans, including but not limited to any entities which purchase Mortgage Loans, or any successor thereto.

(d) ***“HUD Approved”*** means approved by HUD or the applicable Agency to conduct either supervised or unsupervised lending activities by that Agency.

(e) ***“Applicable Law”*** means all applicable federal, state and local laws, ordinances, regulations, rules, requirements, guidance, interpretations, and guidelines, as amended, including without limitation (i) the Federal Truth in Lending Act and Regulation Z thereunder, the Federal Equal Credit Opportunity Act and Regulation B thereunder, the Federal Real Estate Settlement Procedures Act and Regulation X thereunder, the Federal Home Mortgage Disclosure Act (“HMDA”) and Regulation C thereunder, the Federal Fair Credit Reporting Act, the Federal Fair Housing Act, the Federal Flood Disaster Protection Act, the National Flood Insurance Act, the Federal Home Ownership and Equity Protection Act (HOEPA), the National Housing Act, the Servicemembers Civil Relief Act, the Fair and Accurate Credit Transactions Act (FACTA), the Gramm-Leach-Bliley Act, and the Federal Alternative Mortgage Transactions Parity Act (12 U.S.C. § 3801 et seq.), and the applicable regulations, guidance, and interpretations thereunder, (ii) all state laws and regulations similar to such acts and regulations and the guidance and interpretations issued by any Governmental Body with respect to such laws and regulations, and (iii) the regulations, rules, requirements, guidance, interpretations, and guidelines of any Agency, Loan Investor, board, commission, instrumentality or other governmental or quasi-governmental body or office, including without limitation the CFPB, FHLB, USDA, HUD, FHA and VA, with regard to Mortgage Loans that are or are intended to be FHA insured loans, or VA guaranteed loans, respectively. In case of conflicting laws, regulations, rules, etc., the Parties agree to follow federal law, state law, Accepted Servicing Practices, and Agency and Loan Investor regulations, rules, requirements and guidelines, in that order.

(f) ***“Applicable Requirements”*** means the requirements, guidelines and procedures applicable to Client or to the solicitation and the taking of applications for processing, preparation, origination, purchase, sale, servicing of loan applications and mortgages and enforcement and insuring of Mortgage Loans under (a) this Agreement and any exhibit or addendum hereto, (b) any applicable Seller's Guide, (c) Applicable Law, (d) all other judicial and administrative judgments, orders, stipulations, and injunctions applicable to Client and Mortgage Loans, and (e) except to the extent that TruHome expressly and in writing permits deviations from the following requirements and guidelines or specifies alternate requirements and guidelines: for conventional Mortgage Loans, the requirements and guidelines of Fannie Mae and Freddie Mac; and, for FHA and VA guaranteed Mortgage Loans, the requirements and guidelines of Ginnie Mae.

(g) ***“Assignment of Mortgage”*** means an assignment by Client to TruHome of the beneficial and legal interest in a Security Instrument, or applicable equivalent sufficient under the laws of the state in which the property is located to provide adequate notice in the appropriate public records of the sale, transfer and conveyance of the Security Instrument.

(h) ***“Basis Point”*** means a unit that is equal to 1/100th of one percent.

(i) ***“Close” or “Closing”*** means the process of obtaining all signed Mortgage Loan Documents from the applicant and coordinating disbursement of the proceeds of a Mortgage Loan to the borrower in accordance with the terms of the applicable Mortgage Loan Documents. Without limitation, Closing activities may include (i) finalizing insurance, (ii) collecting any required down payments and closing costs, (iii) reviewing and delivering final closing disclosures, (iv) assessing and delivering (as applicable) final Closing documents, tax certificates and “clear to close” documents, (v) assembling all Closing documentation, (vi) reviewing title information, (vii) preparing and delivering closing instructions along with wiring instructions, bank note and E&O insurance to the funding department, and (viii) coordinating consummation and disbursement of proceeds (“Funding”).

(j) ***“Confidential Information”*** has the meaning given it in Section 5.2 of this Agreement.

(k) **“Consumer” and “Customer”** will have the meanings given them in Title V of the Gramm-Leach-Bliley Act and its implementing regulations.

(l) **“Conventional Portfolio Program”** means the TruHome Program pursuant to which Client may originate Non-Government Loans to be held in Client’s loan portfolio. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B.

(m) **“Conventional Sold Program”** means the TruHome Program pursuant to which Client may originate Non-Government Loans to be sold into the secondary market. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B.

(n) **“Eligibility Standards”** means all licensing, approval and any other requirements that must be satisfied by Client for Client to be eligible to participate in any TruHome Program. Specific Eligibility Standards for each Program are included Exhibit B.

(o) **“Fund” or “Funding”** means the consummation and disbursement of proceeds in the Closing of a Mortgage Loan.

(p) **“Governmental Body”** means any supranational, national, federal, state, local, municipal, foreign or other government or quasi-governmental authority or any department, agency, commission, board, subdivision, bureau, agency, instrumentality, court or other tribunal of any of the foregoing.

(q) **“Government Loan”** means a Mortgage Loan which is intended to be insured and/or guaranteed by the FHA, the VA, or the USDA.

(r) **“Government Portfolio—Approved Lender Program”** means the TruHome Program pursuant to which Clients who are HUD Approved may originate Government Loans to be held in Client’s loan portfolio. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B.

(s) **“Government Sold—Approved Lender Program”** means the TruHome Program pursuant to which Clients which are HUD Approved, or with respect to Government Loans to be guaranteed by the USDA, Clients who are agents of a HUD Approved lender, may originate Government Loans to be sold into the secondary market. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B.

(t) **“Government Sponsorship Program”** means the TruHome Program pursuant to which TruHome may approve Client’s mortgage loan originators to provide services to TruHome in connection with certain Government Loans made by TruHome to Client’s customers. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B. Services to be provided by Client in connection with this Program are described in Section 5.8(b) of the Agreement.

(u) **“Gramm-Leach-Bliley Act”** means the Financial Services Modernization Act of 1999 (Pub.L. 106–102, 113 Stat. 1338, enacted November 12, 1999), as the same may be amended from time to time.

(v) **“Initial Term”** has the meaning given it in Section 6.1 of this Agreement.

(w) **“Insurer”** means a Person who insures or guarantees for the benefit of the mortgagee all or any portion of the risk of loss upon Mortgagor default on any of the Mortgage Loans originated, purchased or serviced by TruHome, including the FHA, the VA, the USDA, any private mortgage insurer, and providers of hazard, title or other insurance with respect to such Mortgage Loans or the related collateral.

(x) **“Loan Investor”** means any Person (including an Agency) having a beneficial interest in any Mortgage Loan originated, purchased or serviced by TruHome or a security backed by or representing an interest in any such Mortgage Loan.

(y) **“Mortgage Application.”** means the credit application, in the form required by TruHome, submitted by a person or persons seeking to apply for a Mortgage Loan in connection with any Program.

(z) **“Mortgage Loan”** means a consumer purpose 1-4 family residential real estate secured loan evidenced by a Mortgage Note or other instrument of indebtedness, secured by a Security Instrument.

(aa) **“Mortgage Loan Documents”** means all documentation for a Mortgage Loan as required by TruHome, including without limitation, the Mortgage Note (properly endorsed to the order of TruHome), the original Security Instrument (or if the original Security Instrument has not been returned by the applicable recording office, a true and certified copy), originals of any assumption, modification, substitution or quarterly agreements; the recorded assignment of the Mortgage Loan (unless the Mortgage Loan, with TruHome’s prior approval, is registered with MERS), the final ALTA lender’s title insurance policy or required state specific lender’s title insurance policy or abstract (or, if the title insurance policy has not been returned by the applicable title company, an original, marked commitment for title insurance or a pro forma); evidence of all required insurance and all disclosures required pursuant to Applicable Law, and customary documents evidencing a Mortgage Loan.

(bb) **“Mortgage Note”** means the promissory note, executed by a Mortgagor to evidence such Mortgagor’s obligation to repay the Mortgage Loan, which will be in the form required by any relevant Program Guidelines.

(cc) **“Mortgagor”** means, with respect to any Mortgage Loan, any person or persons obligated to make payments with respect to such Mortgage Loan.

(dd) **“NMLS”** means the National Mortgage Licensing System.

(ee) **“Non-Government Loan”** means any Mortgage Loan that is not a Government Loan.

(ff) **“Non-Public Personal Information”** has the meaning given it in Title V of the Gramm-Leach-Bliley Act and its implementing regulations.

(gg) **“Origination”** means the process of taking the Mortgage Application from the applicant and generally communicating with the applicant regarding the Mortgage Application and the proposed terms of the related Mortgage Loan. Without limitation, Origination may include (i) assisting the applicant in collecting application information and preparing the Mortgage Application, (ii) assisting the applicant in understanding and clearing credit problems, (iii) providing all legally required disclosures (e.g. Truth-in-Lending, Equal Credit Opportunity Act, etc.) to the applicant, (iv) apprising applicant of the status of the Mortgage Application, (v) gathering information from the applicant, as needed during the application process, and (vi) maintaining regular contact with all parties to the transaction, including the applicant, between intake of the Mortgage Application and Closing.

(hh) **“Party” or “Parties”** will mean, as applicable, TruHome and Client.

(ii) **“Person”** means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Body.

(jj) **“Post-closing”** means the process of reviewing the final Closing package for each Mortgage Loan to ensure that such package is complete and in compliance with applicable Agency guidelines and other Applicable Law. Post-Closing includes, without limitation, tracking to completion, obtaining appropriate issuance or guarantees, recording of resolution (as applicable) related to Mortgage Loan documentation, including without limitation, Security Instruments, tax records, assignments, modifications, mechanic's liens, assumption agreements, Uniform Commercial Code (UCC) records, judgments, registration with MERS, as applicable, etc.

(kk) **“Private-Label Servicing”** means, to the extent permitted under Applicable Law, TruHomes’ Servicing and Sub-servicing in Client’s name and/or under Client’s branding, while also displaying TruHome’s name and/or TruHome’s branding, as deemed necessary or prudent by TruHome. The terms and conditions governing TruHome’s Private-Label Servicing are included in the separate Servicing Agreement between Client and TruHome.

(ll) **“Proceeding”** means any action, suit, litigation, arbitration, lawsuit, claim, proceeding, hearing, audit, investigation or dispute (whether civil, criminal, administrative, investigative, at law or in equity) commenced, brought, conducted, pending or heard by or before, or otherwise involving, any Governmental Body or any arbitrator.

(mm) **“Processing”** means the process of compiling and assembling a complete Mortgage Application package and supporting documents in connection with a Mortgage Loan for submittal to Underwriting. Without limitation, Processing may include, as appropriate (i) ordering inspections or engineering reports, (ii) ordering appraisals, (iii) ordering requests for other loan verifications, (iv) independently verifying other information that has been provided by the applicant, (v) ordering any certificates of eligibility required by the Agency that is acting as Insurer with respect to any Government Loan, (vi) entering information obtained in connection with a Mortgage Application into TruHome’s Loan Origination System (“LOS”) and (vii) generally ensuring completeness of required Mortgage Loan Documents.

(nn) **“Program”** means any of TruHome’s mortgage loan origination programs, as described in the Agreement and in any related Program Guidelines, as well as any future programs which may be announced by TruHome and pursuant to which TruHome offers to provide Program Services to Client under the terms and conditions of this Agreement and the applicable Program Guidelines.

(oo) **“Program Guidelines”** means all program descriptions, Eligibility Standards, terms, conditions, guidelines, Statements of Work, forms or procedures governing a particular Program offered by TruHome under the Agreement. Program Guidelines for each Program are included in this Agreement and in the Program descriptions and fee schedules included as exhibits to this Agreement, which exhibits are incorporated into and made a part of the Agreement for all purposes. “Program Guidelines,” as that term is used herein includes any supplements or amendments to such Program Guidelines that may be adopted by TruHome from time to time under the terms of the Agreement.

(pp) **“Program Services”** means, with respect to a particular Program, the services to be provided by TruHome to Client that are described in the applicable Program Guidelines.

(qq) **“Secondary Assignment and Sale Service”** means the Program Service whereby TruHome facilitates the sale of a Mortgage Loan into the secondary market, whether to an Agency or to a private Loan

Investor. In either case, the Mortgage Loan will first be assigned to TruHome pursuant to the terms of that certain Loan Purchase and Sale Agreement that has been entered between Client and TruHome with Servicing Rights released to TruHome. Secondary Assignment and Sale Services include the preparation and recording by TruHome of an Assignment of Mortgage, evidencing assignment of the related Security Instrument to TruHome.

(rr) **“Secondary Services”** means the activities related to establishing and locking an interest rate for a Mortgage Loan including, as applicable and without limitation: creating, distributing and retaining daily pricing sheets; uploading pricing to TruHome websites; processing interest rate lock requests; preparing interest rate lock confirmations; and identifying loans that conform to Client guidelines during the interest rate lock process.

(ss) **“Security Instrument”** means, any security agreement, mortgage, deed of trust, security deed, or other instrument which constitutes a lien on real estate securing payment by Mortgagor under a Mortgage Note.

(tt) **“Seller’s Guide”** means the TruHome Solutions Seller’s Guide adopted by TruHome, as it may be amended, modified, supplemented and replaced from time to time.

(uu) **“Servicer” or “Master Servicer”** means the entity that holds all rights to service or administer the Mortgage Loan.

(vv) **“Servicing”** means the activities of the Servicer in administering the Mortgage Loan and which are described in more detail in the Servicing Agreement.

(ww) **“Servicing Agreement”** means that certain Mortgage Servicing and Sub-Servicing Agreement between TruHome and the Client pursuant to which TruHome agrees to provide Servicing for Mortgage Loans.

(xx) **“Servicing Rights”** means those rights associated with the Mortgage Loan, among other things, to collect the compensation for activities relating to the Servicing of such Mortgage Loan.

(yy) **“Sponsored TPO”** means a Person that satisfies the requirements to be a “sponsored third party originator” as that term is defined in 24 CFR § 202.8.

(zz) **“Sub-servicer”** means any entity that performs some or all of the Servicing functions on behalf of the Servicer.

(aaa) **“Technology”** means the provision by TruHome of certain information technology services in connection with available Programs, including the basic version of TruHome’s mortgage loan origination system, TruHome’s mortgage loan product and pricing system and TruHome’s mortgage loan servicing system. There are certain other products and enhancements to these platforms that are not provided free of additional charge to Client.

(bbb) **“Tier 1 Services”** means Origination, Processing, Underwriting, Closing, Secondary, and Post-closing.

(ccc) **“Tier 2 Services”** means Processing, Underwriting, Closing, Secondary, and Post-closing.

(ddd) **“Tier 3 Services”** means Underwriting, Closing, Secondary, and Post-closing.

(eee) **“Tier 4 Services”** means Closing, Secondary, and Post-closing.

(fff) **“Tier 5 Services”** means Secondary and Post-closing.

(ggg) **“TruHome as Lender—Unapproved Lender Program”** means the TruHome Program pursuant to which TruHome may originate Government Loans for customers of Clients which are not HUD Approved, with no obligation or economic participation in the transaction by Client. Program Services to be provided by TruHome in connection with this Program are described on Exhibit B.

(hhh) **“Underwriting”** means the review of documentation related to a Mortgage Application and the related analysis and assessment of the eligibility of the applicant for approval to receive a Mortgage Loan. Without limitation, Underwriting may include a review of applicant’s eligibility to receive a Government Loan from the relevant Agency as such eligibility is determined under Applicable Law. As to Government Loans, Underwriting will be performed by an underwriter who is approved by the Agency that is acting as Insurer with respect to such Government Loan and will be conducted pursuant to the standards and guidelines of such Agency and other Applicable Law.

**EXHIBIT B**  
**PROGRAM DESCRIPTIONS**

(Terms which are used and not defined in this Exhibit have the meanings given them in the Agreement)

	Conventional Sold	Government Sold – Approved Lender	TruHome as Lender – Unapproved Lender	Conventional Portfolio	Government Portfolio – Approved Lender	Government Sponsorship
<b>Program Loan Type(s)</b>						
Government Mortgage Loans		✓	✓		✓	✓
Conventional Mortgage Loans	✓			✓		
<b>Program Eligibility Requirements</b>						
HUD Approved		✓ <sup>1</sup>			✓	
Approved by TruHome to act as a Sponsored TPO						✓
<b>Program Services Provided by TruHome to Client<sup>2</sup></b>						
Technology (included)	✓	✓	**	✓	✓	**
Origination*	✓	✓ <sup>3</sup>	**	✓	✓ <sup>3</sup>	***
Processing*	✓	✓	**	✓	✓	***
Underwriting (included)	✓	✓	**	✓	✓	**
Closing (included)	✓	✓	**	✓	✓	**
Secondary Services (included)	✓	✓	**	✓	✓	**
Post-Closing (included)	✓	✓	**	✓	✓	**
Secondary Assignment and Sale Services	✓	✓	**			**
<b>Roles for Disclosure, Funding and Recording</b>						
Closed in Client’s name—Client disclosed as lender of record under Client NLMS ID number <sup>4</sup>	✓	✓		✓	✓	
Funded by Client	✓	✓		✓	✓	
Security Instrument recorded in Client’s name <sup>5</sup>	✓	✓		✓	✓	
Closed in TruHome’s name—TruHome disclosed as lender of record under TruHome NMLS ID number			✓			✓ <sup>6</sup>
Funded by TruHome			✓			✓
Security Instrument recorded in TruHome’s name			✓			✓
<b>Treatment of Servicing Rights</b>						
TruHome retains Servicing Rights and acts as Master Servicer	✓	✓	✓			✓
Client retains Servicing Rights and acts as Master Servicer, TruHome will act as Sub-servicer				✓	✓	
Private-Label Servicing	✓	✓	✓	✓	✓	✓

<sup>1</sup> For Government Loans to be guaranteed by the USDA and which are to be sold under TruHome’s Government Sold–Approved Lender Program, Client may act as an agent of TruHome, a HUD Approved lender, when Client originates the Government Loan.

<sup>2</sup> “\*” Indicates Program Services available upon Client request. Fees for services may vary depending upon the Program Services selected. See Statement of Work.

“\*\*\*” Indicates TruHome will provide these Program Services on its own behalf, as lender of record, and will not receive compensation from Client for such Program Services.

“\*\*\*\*\*” Indicates that Client may provide some or all of these Program Services for TruHome pursuant to the terms of TruHome’s Government Sponsorship Program. See Section 5.8 of the Agreement for a description of this Program.

<sup>3</sup> Origination services under this Program are available only for Government Loans which are insured and/or guaranteed by the VA or the USDA. TruHome does not provide Origination services under this Program for Government Loans which are insured and/or guaranteed by the FHA.

<sup>4</sup> If TruHome provides Origination Program Services, the NMLS ID number of the appropriate TruHome mortgage loan officer will also be included on the related Mortgage Application, Mortgage Note, Security Instrument and other relevant Mortgage Loan Documents, otherwise, the NMLS ID number of the appropriate Client mortgage loan officer will be included on these Mortgage Loan Documents.

<sup>5</sup> Security Instruments may be assigned and recorded in TruHome’s name in connection with applicable Secondary Assignment and Sale Services.

<sup>6</sup> Under the Government Sponsorship Program, Client will be disclosed as loan originator for the initial taking of the loan application and all initial disclosures. At the time that the loan is transferred through TruHome’s loan origination system to TruHome for Processing, TruHome will review the related Mortgage Loan Documents which have been sent by Client to TruHome and will redisclose to the applicant with TruHome as lender of record.



**MASTER LOAN PROGRAM AGREEMENT  
STATEMENT OF WORK**

This Statement of Work (“SOW”) forms a part of the Master Loan Program Agreement (the “Master Agreement”) between TruHome and Tidemark Federal Credit Union and is incorporated into the Master Agreement for all purposes. Capitalized terms used in this SOW which are not defined have the meanings given them in the Master Agreement.

**1. Program Fees Payable by Client.** Client will pay to TruHome a fee for Client’s participation in certain of TruHome’s Programs which are identified below. Fees will be payable only with respect to Programs in which Client actually participates. All Program fees payable under TruHome’s Programs will be billed to Client at month end.

Program Fees will be payable by Client to TruHome under the following Programs only:

- **Conventional Portfolio, Conventional Sold, Government Portfolio, and Government Sold**

Fees for the above-listed Program will be the dollar amount and/or Basis Points (“bps”) percentage of the loan balance per Mortgage Loan, with the exact amount determined based upon the Loan Type (whether a 2<sup>nd</sup> Loan or First Lien Loan, as defined herein), and the Services provided by TruHome under the applicable Program (Tier of Service, i.e., Tier 1 through Tier 5 in chart below), of the particular Mortgage Loan in question, in accordance with the following fee schedules. Mortgage Loans are categorized into two (2) Loan Types: (1) “2<sup>nd</sup> Loans” – where Mortgagee under a Mortgage Note in the Security Instrument is not in first lien position (i.e., another Mortgagee has already perfected a First Lien using a prior Security Instrument); and (2) “First Lien Loans” – all other Mortgage Loans not covered by 2<sup>nd</sup> Loans above, whereby Mortgagee under a Mortgage Note in the Security Instrument is in first lien position. The fees charged to Client by TruHome are governed by the schedule below.

Loan Type	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
2 <sup>nd</sup> Loans	\$1,200 +0.80% bps	\$800	\$450		
First Lien Loans	\$1,900 + 0.80% bps	\$1,350	\$1,050	\$875	\$700

**2. Program Fees Payable by TruHome under Government Sponsorship Program.** Fees payable by TruHome to Client for Client’s services under the Government Sponsorship Program will be an amount equal to a number of Basis Points multiplied by the original principal balance of each Government Sponsorship Program Loan.

Government Sponsorship Fee Schedule	
Services Provided by Client	Basis Points for Government Sponsorship Program Fee
Origination only	150 Basis Points

**It is expressly acknowledged and agreed that all payments to Client for its Origination Services, or for any other services provided by Client in connection with any Government Sponsorship Program Loan, will be paid by TruHome at the time of the Closing of each Government Sponsorship Closing Loan and will only be paid for Services actually rendered by Client. In no event will Client collect any fees for services related to any Government Sponsorship Program Loan from the related borrower or applicant.**

**3. Administrative Fee.** Subject to the price reduction offered by TruHome in this section below, TruHome will assess against Client an Administrative Fee of \$899.00 for each First Lien Mortgage Loan for which TruHome delivers Program Services for Client in either Tier 1 or Tier 2. TruHome will assess against Client an Administrative Fee of \$599.00 for each First Lien Mortgage Loan for which TruHome delivers Program Services for Client in either Tier 3 or Tier 4. There is no Administrative Fee for Program Services in Tier 5. TruHome will assess against Client an Administrative Fee of \$449.00 for each 2<sup>nd</sup> Mortgage Loan for which TruHome delivers Program Services for Client in Tier 1, Tier 2, or Tier 3. Notwithstanding the above, during the first 24 months following the Effective Date of this Agreement, for all First Lien Mortgage Loans for which TruHome delivers Program Services for Client in either Tier 1 or Tier 2, the Administrative Fee will be reduced by \$550.00 to \$349.00 per Mortgage Loan. For all Mortgage Loans, whether under the Portfolio or the Sold Programs, Client will be billed on the monthly invoice sent by TruHome after each month ends.

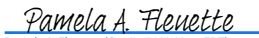
**4. No Fees for TruHome as Lender—Unapproved Lender Program.** There will be no fee paid to Client by TruHome and no fee paid to TruHome by Client for participation in the TruHome as Lender—Unapproved Lender Program. There will be no additional fees charged to Client or Client’s Customer, borrower or member due to their inclusion in TruHome’s Triggers Program.

**5. Amendments to SOW.** This SOW will become effective as of the Effective Date of the Master Agreement and will continue for a period of one (1) year following that Effective Date. Following the first anniversary of the Effective Date, TruHome will have the right to amend this SOW from time to time by providing Client with notice of such amendments at least 90 days before the amendments are to take effect. Client’s continued participation in any amended Program will constitute Client’s agreement to the amended SOW applicable to such Program for which TruHome has provided the above-described notice. If Client does not agree with such Amendment, it may terminate its participation in the related Program or Programs by giving written notice of termination to TruHome before the effective date of the amendments.

[Signature Page Follows]  
[Signature Page to Master Loan Program Agreement SOW]

ACCEPTED BY CLIENT

TIDEMARK FEDERAL CREDIT UNION

By:   
Pamela A. Fleurette (Oct 24, 2023 09:57 EDT)  
Name: Pamela A. Fleurette  
Its: CEO

Date: Oct 24, 2023

# Tidemark Federal Credit Union Master Loan Program Agreement (MLPA) -- (10162023)

Final Audit Report

2023-10-24

Created:	2023-10-24
By:	Kristie Jenkins (kjenkins@truhome.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQg5JL6mB_g0Nny1pWUjm7Vxpc4Jj0wnT

## "Tidemark Federal Credit Union Master Loan Program Agreement (MLPA) -- (10162023)" History

 Document created by Kristie Jenkins (kjenkins@truhome.com)

2023-10-24 - 1:45:05 PM GMT- IP address: 135.84.115.189

 Document emailed to pfleuette@tidemarkfcu.org for signature

2023-10-24 - 1:47:32 PM GMT

 Email viewed by pfleuette@tidemarkfcu.org

2023-10-24 - 1:51:30 PM GMT- IP address: 104.47.56.254

 Signer pfleuette@tidemarkfcu.org entered name at signing as Pamela A. Fleuette

2023-10-24 - 1:57:35 PM GMT- IP address: 34.197.51.7

 Document e-signed by Pamela A. Fleuette (pfleuette@tidemarkfcu.org)

Signature Date: 2023-10-24 - 1:57:37 PM GMT - Time Source: server- IP address: 34.197.51.7

 Document emailed to dhoelscher@truhome.com for signature

2023-10-24 - 1:57:39 PM GMT

 Email viewed by dhoelscher@truhome.com

2023-10-24 - 1:58:52 PM GMT- IP address: 104.47.56.126

 Signer dhoelscher@truhome.com entered name at signing as Doug Hoelscher

2023-10-24 - 1:59:08 PM GMT- IP address: 135.84.115.189

 Document e-signed by Doug Hoelscher (dhoelscher@truhome.com)

Signature Date: 2023-10-24 - 1:59:10 PM GMT - Time Source: server- IP address: 135.84.115.189

 Agreement completed.

2023-10-24 - 1:59:10 PM GMT