

## **BROKER AGREEMENT**

**THIS BROKER AGREEMENT** (this “Agreement”) is entered into as of April 17, 2023 by and between **Tidemark FCU (“LENDER”)**, having its principal office at 1941 Bridgeville Highway Seaford, DE 19973, and **Whitecap Mortgage Delmarva LLC, (“BROKER”)** having its principal office at the address listed on the signature page of this Agreement.

WHEREAS the 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

WHEREAS, from time to time, Tidemark FCU 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 Tidemark FCU for Tidemark FCU’s approval to originate mortgage loans with Tidemark FCU, which application shall be in the form designated by Tidemark FCU from time to time.

**Closing:** The execution and delivery of each and every document, agreement or instrument required by Tidemark FCU to fund a mortgage loan pursuant to an application submitted to Tidemark FCU hereunder and the funding of such mortgage loan by Tidemark FCU.

**Guidelines:** All policies, procedures, and requirements of Tidemark FCU issued from time to time by Tidemark FCU 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 Tidemark FCU immediately upon notice to BROKER, which notice may include publication of changes by electronic means including, but not limited to posting to the applicable Tidemark FCU 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 Tidemark FCU.

**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 Tidemark FCU 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 Tidemark FCU, 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 Tidemark FCU 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. Tidemark FCU's Sole Discretion. Whenever any provision of this Agreement requires Tidemark FCU 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 Tidemark FCU's sole and absolute discretion.

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

**2.1 Tidemark FCU's MORTGAGE LOAN PROGRAMS.** Tidemark FCU 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 Tidemark FCU is willing to register. Tidemark FCU will register only those applications eligible for the mortgage loan programs offered by Tidemark FCU. BROKER will be entitled to register applications only upon (a) receipt by Tidemark FCU of the mortgage loan documents, program documents and such additional information and documents as required by Tidemark FCU, and (b) receipt by BROKER of separate written authorization from Tidemark FCU to submit applications for one or more mortgage loan programs. BROKER acknowledges that Tidemark FCU 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 Tidemark FCU at any given time.

BROKER shall be responsible for ensuring that each application submitted to Tidemark FCU complies with all the terms and conditions of the applicable mortgage loan program at the time BROKER registers the mortgage loan with Tidemark FCU.

**2.2 MORTGAGE LOAN PRICING.** Tidemark FCU shall issue rate sheets and/or other pricing information applicable to mortgage loan programs offered by Tidemark FCU to the BROKER on a periodic basis. Such rate sheets and/or pricing information shall be issued by Tidemark FCU by facsimile, electronic mail, or by posting on the applicable Tidemark FCU website, and shall be subject to change by Tidemark FCU without notice. BROKER covenants to Tidemark FCU 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 Tidemark FCU). In the event that a rate-lock expires prior to the closing of the related (prospective) mortgage Loan, Tidemark FCU 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 Tidemark FCU as set forth in the guidelines. BROKER shall submit for each application registered with Tidemark FCU: (a) the applicable mortgage loan submission form, as required by Tidemark FCU, 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 Tidemark FCU may from time to time reasonably request. BROKER shall assist Tidemark FCU in obtaining any additional information needed or desired by Tidemark FCU 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 Tidemark FCU 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 Tidemark FCU, 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 Tidemark FCU 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, Tidemark FCU 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 Tidemark FCU 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 (12C.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 Tidemark FCU'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 Tidemark FCU 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 Tidemark FCU 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. Tidemark FCU 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 Tidemark FCU.

**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 Tidemark FCU's agent for the sole purpose of taking the application. This agency relationship shall be solely for the benefit of BROKER and Tidemark FCU and not for the benefit of any third party. BROKER shall act as Tidemark FCU's agent only at such time as BROKER submits such FHA-insured or VA guaranteed application to Tidemark FCU 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 Tidemark FCU'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 Tidemark FCU's policies, procedures and pricing only as set forth by Tidemark FCU. 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. Tidemark FCU 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 Tidemark FCU 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 Tidemark FCU) providing a letter of explanation and/or supporting documentation with respect to any quality control finding noted by Tidemark FCU.

**3.8 BROKER WEBSITE.** If BROKER is provided access to any Tidemark FCU 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 Tidemark FCU 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 Tidemark FCU, regardless of whether such loan is actually funded by Tidemark FCU. 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 Tidemark FCU determines that it needs such document, upon request of Tidemark FCU, BROKER shall promptly provide such document to Tidemark FCU.

**3.10 REVIEW OF BROKER.** As may be required by Tidemark FCU from time to time, BROKER shall cooperate with and provide all information, documents and reports requested by Tidemark FCU so that Tidemark FCU 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 Tidemark FCU**

**4.1 UNDERWRITING OF REGISTERED APPLICATIONS.** Tidemark FCU or its agent shall underwrite every application registered pursuant to this Agreement. Tidemark FCU shall have no obligation to approve or close a mortgage loan which in its sole discretion does not meet Tidemark FCU’s underwriting requirements. Tidemark FCU 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. Tidemark FCU shall notify BROKER of the disposition of an application as set forth in the guidelines. BROKER may not represent that Tidemark FCU has approved or will approve any Application until Tidemark FCU informs BROKER in writing that it has done so. If Tidemark FCU declines any Application and so requests of BROKER, BROKER shall (i) notify the applicant promptly upon receipt of notice of Tidemark FCU’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. Tidemark FCU shall have no liability to BROKER for Tidemark FCU’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 Tidemark FCU.

**4.2 CLOSING OF MORTGAGE LOANS.** Following final approval of an application by Tidemark FCU and upon BROKER’S and the applicant’s (as applicable) satisfaction of all conditions to closing, Tidemark FCU 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 Tidemark FCU to enter into this Agreement and to consummate the transactions contemplated hereunder, BROKER makes the following representations, warranties and covenants to Tidemark FCU and any successor in interest to Tidemark FCU under this agreement as of the date hereof, as of each and every date BROKER submits an Application to Tidemark FCU, and (with respect to each such application) as of the date that the related mortgage loan is funded by Tidemark FCU. Tidemark FCU 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 Tidemark FCU, BROKER warrants that it has obtained, and has provided copies to Tidemark FCU 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 Tidemark FCU's request, make available for Tidemark FCU's inspection, evidence of compliance with all such requirements.

**5.5 NOTICE OF THREATENED ACTIONS.** Except as otherwise disclosed to Tidemark FCU 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 Tidemark FCU that BROKER shall immediately advise Tidemark FCU 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 Tidemark FCU, BROKER covenants to Tidemark FCU that BROKER shall advise Tidemark FCU immediately of such notice and deliver a copy of the notice to Tidemark FCU. 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 Tidemark FCU that BROKER shall notify Tidemark FCU immediately in the event of any such occurrence.

**5.6 LITIGATION.** Except as previously disclosed in writing to and acknowledged in writing by Tidemark FCU, 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 Tidemark FCU that BROKER shall notify Tidemark FCU 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 Tidemark FCU in this Agreement or in any schedule, written statement or document furnished to Tidemark FCU 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 Tidemark FCU, 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 Tidemark FCU. Such policies shall be in reasonable amounts, with acceptable standard coverages, satisfactory to Tidemark FCU. BROKER shall notify Tidemark FCU 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, Tidemark FCU 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 Tidemark FCU and its designees with any necessary information and data concerning the affairs of BROKER, as Tidemark FCU 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 Tidemark FCU, copies of financial statements, the type and sufficiency of which shall be determined by Tidemark FCU in its sole discretion, together with such other information bearing upon BROKER'S financial condition as Tidemark FCU may reasonably request. Immediately upon Tidemark FCU'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 Tidemark FCU 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 Tidemark FCU of the related application, and as of the date that the related mortgage loan is funded by Tidemark FCU. Each of the following representations, warranties and covenants (a) applies to any and all Applications Registered by BROKER with Tidemark FCU, (b) is for the benefit of Tidemark FCU 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 Tidemark FCU is subject to any risk of loss or liability as to such mortgage loan, (d) is deemed to have been relied on by Tidemark FCU, regardless of any independent investigation Tidemark FCU 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 Tidemark FCU POLICIES AND PROCEDURES.** As of the date each mortgage loan is funded by Tidemark FCU, 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 Tidemark FCU 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 Tidemark FCU. 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 Tidemark FCU. 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, Tidemark FCU in writing and which have been, or will be recorded if necessary to protect the interests of Tidemark FCU.

**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 Tidemark FCU 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 Tidemark FCU 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, Tidemark FCU 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 Tidemark FCU'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 Tidemark FCU disclosure of such information.

**ARTICLE 8: REPURCHASE**

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

BROKER agrees to repurchase from Tidemark FCU any mortgage loan resulting from an application subject to this Agreement, upon the terms and conditions set forth herein, in the event that: (a) Tidemark FCU 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) Tidemark FCU 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) Tidemark FCU determines that BROKER has been negligent in conducting its responsibilities under this Agreement with respect to the Mortgage Loan; (d) Tidemark FCU 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 Tidemark FCU. 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 Tidemark FCU with regard to such mortgage loan during the life of the mortgage loan; (d) all other costs, or expenses incurred by Tidemark FCU, including penalties incurred by Tidemark FCU from any investor, or servicer and reasonable attorneys' fees incurred in connection with the repurchase; and (e) any fees paid by Tidemark FCU, 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, Tidemark FCU 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 Tidemark FCU.

**8.2 NON-WAIVER OF REMEDIES; RIGHT OF SETOFF.** Tidemark FCU 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 Tidemark FCU and nothing contained in this Article 8 shall limit Tidemark FCU 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 Tidemark FCU may be offset by Tidemark FCU against funds due BROKER.

#### **ARTICLE 9: INDEMNIFICATION**

BROKER shall indemnify, defend and hold Tidemark FCU harmless against and in respect of, and shall reimburse Tidemark FCU 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 Tidemark FCU 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 a BROKER-selected third party, which act or omission adversely affects any mortgage loan registered with and funded by Tidemark FCU hereunder. Without limiting the foregoing, BROKER'S obligations under this Article 9 shall include costs and expenses associated with Tidemark FCU's efforts to require BROKER to repurchase mortgage loans under this Agreement. In all actions with third parties in which Tidemark FCU has the right to be indemnified hereunder, Tidemark FCU 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 Tidemark FCU 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 Tidemark FCU 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.** Tidemark FCU shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. In the event Tidemark FCU 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 NEWREZ with respect to this Agreement. BROKER may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without Tidemark FCU'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 Tidemark FCU'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 Tidemark FCU 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 Tidemark FCU shall keep and maintain a complete and accurate account, satisfactory to Tidemark FCU, of all funds collected and paid relating to the

mortgage loans. BROKER shall give Tidemark FCU, 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 Tidemark FCU 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 Tidemark FCU, its auditors and/or regulatory examiners in any audit of Tidemark FCU and in any regulatory examination of Tidemark FCU.

**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 Tidemark FCU and BROKER. BROKER shall conduct business in its own name and not in Tidemark FCU's name. BROKER shall not represent that its office is an office, branch or agent of Tidemark FCU or in any other way connected with Tidemark FCU. BROKER shall have no authority to sign any documents on behalf of Tidemark FCU. BROKER shall be responsible for its overhead and operations costs, payroll costs and all other costs.

**11.5 CONSENT TO COMMUNICATION.** BROKER and Tidemark FCU 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 Tidemark FCU under any prior agreement with BROKER 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 Tidemark FCU 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). Tidemark FCU shall notify BROKER in writing of the amount of the default fee. If payment is not promptly received by Tidemark FCU, the default fee may be set off against any amount due to BROKER from Tidemark FCU.

**11.7 CONFIDENTIALITY; SAFEGUARDING CONSUMER INFORMATION.** BROKER agrees that information concerning Tidemark FCU'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 Tidemark FCU in various forms, which information is used or is useful in the conduct of Tidemark FCU's business including Tidemark FCU's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. BROKER may use Confidential Information of NEWREZ 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 Tidemark FCU 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 Tidemark FCU, any employee, representative, agent or subcontractor of BROKER shall enter into a non-disclosure agreement with Tidemark FCU to protect the Confidential Information of Tidemark FCU. A breach of BROKER'S confidentiality obligations may cause Tidemark FCU to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give Tidemark FCU 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 Tidemark FCU may have at law or in equity.

**11.8 LICENSING, ADVERTISING AND TRADEMARK.** In accordance with Section 4.1 of this Agreement.

BROKER shall not use or appropriate in any manner

either the name of Tidemark FCU or of any subsidiary or affiliate of Tidemark FCU, or any of Tidemark FCU's (or such subsidiary or affiliate's) product names, trade names, symbols or trademarks, unless specifically permitted in writing to do so by Tidemark FCU.

**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 Tidemark FCU'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 Tidemark FCU website.

**11.11 MODIFICATION OF OBLIGATIONS.** Tidemark FCU 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 of 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 Sussex County, Delaware, 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 Delaware. 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 the state of Delaware. 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 Tidemark FCU, 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 Tidemark FCU 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 Tidemark FCU 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 Tidemark FCU's policies and procedures relating to esignatures, 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.

**Whitecap Mortgage Delmarva LLC**

**Address:**

**24982 Sussex Highway, Ste. 2  
Seaford, DE 19973**

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

**Name:** Jocelyn Succarotte

**Title:** Member

**Tidemark FCU**

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

**Name:** Pam Fleurette

**Title:** President/CEO

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

**Name:** Pam Fleurette

**Title:** President/CEO