



BROKER AGREEMENT

This Agreement made this _____ day of _____, 20____ by and between E Mortgage Management, LLC, a licensed mortgage banking company with its principal place of business at 3 Executive Campus Suite 520 Cherry Hill, NJ 08002, and _____, a _____, having its principal office at _____ ("Broker")

RECITALS

WHEREAS, Broker is engaged in the business of originating mortgage loans secured by first and/or second mortgage liens on residential real property,

WHEREAS, the parties wish to establish a non-exclusive relationship whereby Broker submits loan packages to E Mortgage Management, LLC for possible closing, funding and/or purchase.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. GENERAL

From time to time pursuant to this Agreement and subject to the warranties, representations, covenants and agreements herein, Broker may offer to sell, assign, transfer, convey and/or deliver to E Mortgage Management, LLC, and E Mortgage Management, LLC may compensate Broker for, all of its right, title, interest in and to certain eligible mortgage loans. As used herein, "loan" shall refer to a mortgage loan, "borrower" shall include all borrowers, and "mortgage" shall include a mortgage, deed of trust or other security instrument, as applicable.

2. COMPENSATION

Compensation shall be paid from E Mortgage Management, LLC to Broker for any of the following, among other purposes:

- The release of servicing rights created or in the process of creation by Broker
- The good actually furnished in the form of a mortgage loan or related mortgage file
- Other services actually performed by Broker for the benefit of E Mortgage Management, LLC in the origination and sale of a loan, as permitted by applicable law, the value and scope of which may vary for each transaction under this Agreement

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- a. Each loan accepted by E Mortgage Management, LLC shall be closed, funded and/or purchased at the confirmed lock-in price, based on E Mortgage Management, LLC's rate sheet in effect at the time of the lock-in, subject to any adjustments defined in E Mortgage Management, LLC's written guidelines, as more particularly described in Section 7 below. Any consideration payable to Broker with respect to any loan shall be paid only after E Mortgage Management, LLC deducts from the proceeds all funds or fees due E Mortgage Management, LLC, which fees E Mortgage Management, LLC shall establish in its written guidelines.
 - i. E Mortgage Management, LLC reserves the right to change the fee structure for a particular program upon written notice to Broker.
 - ii. Broker authorizes E Mortgage Management, LLC to deduct any monies due E Mortgage Management, LLC by Broker under the terms of this Agreement, in connection with the particular loan being closed, funded and/or purchased or any other transaction, from any compensation due Broker from a closing, funding and/or purchase.
- b. On all loans, total compensation shall not exceed the reasonable value of the services, goods and facilities provided by Broker to E Mortgage Management, LLC in an individual transaction, as determined by local market conditions and as may be limited or restricted by applicable law. Any compensation paid to Broker by the borrowers, sellers or E Mortgage Management, LLC shall be reflected properly by Broker on the LE (Loan Estimate) or the CD (Closing Disclosure). Broker shall further provide each applicant with the required disclosure, which shall be executed by Broker and each applicant.
- c. Should any loan funding result in a shortage at closing due to Broker quoting an applicant less than E Mortgage Management, LLC's required discount and fees, Broker agrees to pay the shortage from its own good funds at or before the time of loan closing.

3. DELIVERY / CANCELLATION

- a. E Mortgage Management, LLC may, in its sole discretion, restrict the volume of loans that may be locked with E Mortgage Management, LLC by Broker or terminate this Agreement if it determines that Broker cancels lock-in commitments with E Mortgage Management, LLC in order to obtain better pricing elsewhere or if it determines that the fallout ratio for Broker typically exceeds E Mortgage Management, LLC's average wholesale fallout ratio.
- b. Broker agrees to notify E Mortgage Management, LLC, in writing and within 24 hours, when a loan application that has been locked with E Mortgage Management, LLC is cancelled by the borrower or is denied by Broker.
- c. In the event a float or locked loan registered with EMM is cancelled (i.e., withdrawn by the borrower or declined by Underwriting) the Broker must immediately notify the EMM Loan Registration Desk by memo or by a copy of the marked up Loan Registration worksheet. The reason for cancellation or withdrawal must be indicated and a copy of the mortgage application (1003) and the adverse action notice (to borrower) must be provided.

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4. RESPONSIBILITIES OF BROKER

- a. Broker at its sole expense, shall be responsible for some or all of the following services in the origination of a loan funded by E Mortgage Management, LLC, as approved by E Mortgage Management, LLC and/or as required by applicable law, local market custom, loan product, or individual loan parameters:
- i. Counsel and advise the borrower about the financing process and loan products available;
 - ii. Pre-qualify the borrower;
 - iii. Take a complete application, furnish applicable disclosures, and obtain required signatures;
 - iv. Determine whether the loan application conforms with E Mortgage Management, LLC and agency or investor guidelines pertaining to the type of loan originated;
 - v. Lock in the loan with E Mortgage Management, LLC per the rate sheet in effect at the time;
 - vi. Obtain all required supporting documentation, as applicable: credit report, Appraisal (ordered in compliance with Section 4(d) below), tax returns, bank statements, verifications of deposit/employment (obtained in Broker's own name), letters of explanation, etc.;
 - vii. Analyze all required documentation and reconcile inconsistencies;
 - viii. Maintain regular contact with all parties involved in the transaction to apprise them of the status and to gather additional information, as needed;
 - ix. Submit the loan through Fannie Mae's Desktop Originator, Freddie Mac's Loan Prospector, or any other automated underwriting system approved by E Mortgage Management, LLC for a particular loan product;
 - x. Prepare and submit the underwriting package;
 - xi. Furnish any additional information to assist E Mortgage Management, LLC in meeting investor/agency guidelines;
 - xii. Perform such other services as E Mortgage Management, LLC shall require to close the loan;
 - xiii. Close the loan according to guidelines provided by E Mortgage Management, LLC;
 - xiv. Fund the loan;
 - xv. Obtain any additional post-closing documentation requested by E Mortgage Management, LLC to facilitate the sale of the loan in the secondary market;
 - xvi. Remit the mortgage insurance premium, FHA premium or VA funding fee;
 - xvii. Submit the loan for FHA insurance/VA guaranty;
 - xviii. Obtain, and submit within E Mortgage Management, LLC's deadlines, any required final documents.

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- b. Broker acknowledges its responsibility to satisfy any and all conditions of loan approval and further acknowledges that this responsibility may not be delegated to any other party, such as the closing agent, Title Company, agent or applicant.
- c. Broker agrees to promptly and accurately respond to any post-closing audit findings, regardless of time. Broker further agrees to cooperate with E Mortgage Management, LLC in curing any defect in a loan, including resubmitting any missing or lost documentation.
- d. Broker shall not be involved in any manner in the selection, retention, or compensation of appraisers, except that Broker shall order all appraisals through the process defined by E Mortgage Management, LLC policy in conjunction with the Appraiser Independence Requirements. All appraisals shall be performed on behalf of and in the name of E Mortgage Management, LLC. The borrower shall be required to reimburse E Mortgage Management, LLC for the cost of any appraisal(s) conducted concerning the borrower's subject property. Broker shall be financially responsible to pay the cost of any appraisals that are placed by Broker, regardless of the outcome of or value stated in said appraisals, or whether the borrower pays for the appraisal.

5. NO AGENCY

Broker acknowledges and agrees that nothing in this Agreement, nor in the relationship between Broker and E Mortgage Management, LLC, including the acceptance by E Mortgage Management, LLC of any loan submitted by Broker, authorizes Broker to act in any way as a partner, agent, representative or employee of E Mortgage Management, LLC. Broker is an independent entity and shall not make any statements which have the effect of leading a third party to reasonably believe that it is an agent of E Mortgage Management, LLC and shall not use E Mortgage Management, LLC's name in any advertising. Broker shall have no authority to bind, obligate or commit E Mortgage Management, LLC by any promise or representation in a particular transaction unless specifically authorized by E Mortgage Management, LLC in writing. Broker shall determine the method, details and means of performing all services described in this Agreement. E Mortgage Management, LLC's closing, funding and/or purchase of any loan shall not be an indication that E Mortgage Management, LLC has authorized or ratified any actions of Broker.

6. NON-EXCLUSIVITY

No exclusive relationship between Broker and E Mortgage Management, LLC shall be inferred from this Agreement. It is expressly understood that, notwithstanding the execution of this Agreement, the referral of any loan by Broker to E Mortgage Management, LLC hereunder, or any covenants and agreements contained herein: (a) E Mortgage Management, LLC may make loans with or without the assistance of Broker and may fund/purchase loans from other brokers or and (b) Broker may submit loans to other lenders.

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7. GUIDELINES

E Mortgage Management, LLC shall provide program descriptions and supply rate/price quotes on loan programs that are eligible for closing, funding and/or purchase by E Mortgage Management, LLC. E Mortgage Management, LLC reserves the right to amend or revise from time to time, in its discretion, its documentation requirements, underwriting criteria, and other requirements with respect to any loan program. Broker agrees to comply with E Mortgage Management, LLC's current lending policies, as described in E Mortgage Management, LLC's guidelines or procedures, and agrees not to convey to applicants/borrowers any information, which is inconsistent with those policies.

8. UNDERWRITING

a. With regard to loans that are closed and/or funded by E Mortgage Management, LLC, Broker agrees to submit the underwriting package to E Mortgage Management, LLC for approval/acceptance prior to closing. It is expressly agreed that loan approval shall be within E Mortgage Management, LLC's sole discretion and that Broker shall not represent that E Mortgage Management, LLC has approved or will approve any loan until Broker is so informed in writing by E Mortgage Management, LLC. All loan packages submitted to E Mortgage Management, LLC will immediately become the property of E Mortgage Management, LLC and all data/information contained therein may be subject to E Mortgage Management, LLC's independent verification.

9. AUTOMATED UNDERWRITING SYSTEMS

E Mortgage Management, LLC shall accept loans that have been submitted by Broker through automated underwriting systems approved by E Mortgage Management, LLC for a particular loan program or product (such as Fannie Mae's Desktop Originator or Freddie Mac's Loan Prospector) provided:

- a. The loan is submitted to E Mortgage Management, LLC for underwriting review prior to closing
- b. Broker is registered with the provider of the automated underwriting system as a third-party originator for E Mortgage Management, LLC;
- c. The loan receives a disposition that is acceptable to E Mortgage Management, LLC;
- d. The loan meets E Mortgage Management, LLC's guidelines in addition to an acceptable disposition from the automated underwriting system; and

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- e. The loan data entered in the automated underwriting system by Broker is validated by E Mortgage Management, LLC in the underwriting process or after E Mortgage Management, LLC makes any corrections to the entry made by Broker in the automated underwriting system, the loan still receives a disposition acceptable to E Mortgage Management, LLC.

It is expressly agreed that acceptance by E Mortgage Management, LLC of a loan application package containing an approval from an automated underwriting package shall not be construed as a commitment to lend. It is also agreed that in the event of a discrepancy between the data validated by E Mortgage Management, LLC's review of the file and the data entered in the automated underwriting system by Broker, the findings of the automated underwriting system shall be considered null and void and E Mortgage Management, LLC shall have no obligation to close, fund or purchase the loan. Broker acknowledges that E Mortgage Management, LLC may impose approval conditions that are not specified in the findings of the automated underwriting system.

10. ADVERSE ACTION NOTICE

In accordance with the Federal Equal Credit Opportunity Act and Federal Reserve Regulation B202.9 (g), Broker agrees that in the event E Mortgage Management, LLC declines a loan application and the application is not approved and closed by the Broker or any other funding source, Broker shall provide an adverse action notice and, if applicable, identify each creditor on whose behalf the notice is given.

11. GENERAL REPRESENTATIONS AND WARRANTIES BY BROKER

Broker represents warrants and agrees to the following:

- a. Broker is duly organized and represents, warrants and covenants that it is in compliance and will remain in compliance with all licensing requirements applicable to the origination of loans to be closed, funded and/or purchased by E Mortgage Management, LLC under this Agreement.
- b. The execution, delivery and performance of the obligations under this Agreement by Broker:
 - i. Have been duly authorized by all necessary corporate and/or partnership actions, and
 - ii. Do not violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or agreement presently in effect, or, to the knowledge of Broker, pending.
- c. There are no actions, suits, or proceedings pending or, to the knowledge of Broker, threatened against or affecting Broker or its properties before any court, government entity, commission, board, bureau, agency or instrumentality, which if determined adversely to Broker/Correspondent, would have an adverse effect on the financial condition, properties or operation of Broker. Any obligation of E Mortgage Management, LLC under this Agreement shall cease automatically if:
 - i. A petition for redress or order of a court or agency supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, bankruptcy or similar proceedings, or for the winding up or liquidation of its affairs, shall have been entered against Broker; or

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- ii. Broker shall admit verbally or in writing its inability to pay its debts as they come due or voluntarily suspend payment of its obligations.
- d. This Agreement constitutes, when duly executed and delivered by Broker, a legally valid and binding obligation of Broker enforceable against Broker to its terms.
- e. Broker is in compliance with the eligibility standards established, and revised from time to time, by E Mortgage Management, LLC.
- f. Broker shall maintain any FHA or VA approvals required for the origination and processing of loans under this Agreement during the term of this Agreement, as applicable.
- g. Broker does not and will not in the future employ any entity or individual on Freddie Mac's Exclusionary List or HUD's Limited Denial Participants list or SAM (system for award management).
- h. Broker employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.
- i. Broker shall be at all times fully compliant with the AIR (Appraisal Independence Requirements. All appraisals shall be ordered through the process defined by E Mortgage Management, LLC policy in conjunction with the AIR and shall be performed on behalf of and in the name of E Mortgage Management, LLC. At no time shall the Broker contact the appraiser or in any way impede, interfere with or influence the property valuation process. The Broker shall not at any time provide a copy of the appraisal to another party to the transaction, including the seller, real estate agent or the borrower. E Mortgage Management, LLC will ensure that the borrower is provided a copy of the appraisal report in accordance with the AIR. Any violation of this agreement or the requirements and restrictions of the AIR will result in immediate termination of this agreement.

12. REPRESENTATIONS AND WARRANTIES REGARDING SPONSORSHIP OR AGENCY

In the event that E Mortgage Management, LLC agrees to close and fund loans from Broker under an FHA Sponsorship or VA agency relationship (in a separate addendum), Broker represents, warrants and agrees to the following, as applicable:

- a. Broker is in compliance and shall remain in compliance with all eligibility requirements of HUD or VA for originating loans under a sponsorship or agency relationship, including, but not limited to, minimum net worth requirements. Should eligibility be impaired, Broker agrees to immediately notify E Mortgage Management, LLC.
- b. Broker shall operate in compliance with all of HUD's or VA's guidelines regarding the origination, processing and closing of FHA or VA loans.
- c. Broker shall retain any required HUD or VA manuals in its branch/office.
- d. Regarding FHA origination's, Broker shall maintain an acceptable quality control plan, as required by HUD 4060.1 chapter 6.
- e. Broker shall pay any annual renewal fees required by HUD or VA.
- f. Broker shall not sign a lock-in agreement with the borrower until the loan has been locked in with E Mortgage Management, LLC and the lock-in terms have been accepted by E Mortgage Management, LLC

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- g. Regarding FHA origination's, Broker shall comply with HUD mortgagee letters 94-43 and 94-16 as well as any other HUD mortgagee letters as they relate to fees, overages and tiered pricing. Broker agrees to comply with all regional HUD office guidelines regarding maximum allowable fees, such as origination fees, inspection fees, attorney fees, overnight delivery fees, etc. In the event that it is discovered that Broker has charged fees in excess of those allowed by HUD, Broker shall promptly refund any excess to the borrower. Underwriting approval by E Mortgage Management, LLC shall not negate the responsibility of Broker in this regard.
- h. Broker acknowledges that E Mortgage Management, LLC will submit said FHA or VA loans for insurance or guaranty. Broker agrees to correct any deficiencies in documentation so the loans may be insured or guaranteed.

13. WARRANTIES, REPRESENTATIONS AND AGREEMENTS PERTAINING TO EACH LOAN

Broker warrants, represents and agrees to the following as to each loan submitted to E Mortgage Management, LLC:

- a. Broker has originated and processed the loan in its own name and on its own behalf and no third-party origination or processing service has been used, without the prior written consent of E Mortgage Management, LLC. All credit, income, and asset verifications have been requested in its company name and not obtained through any third parties such as the borrower, seller, real estate agent or others. Property appraisals have been obtained in compliance with this Agreement.
- b. The property securing the loan is located within a jurisdiction where Broker is licensed to originate mortgage loans.
- c. Broker has not sold, assigned, encumbered, brokered or locked in the loan package or any interest in and to the loan or with any party other than E Mortgage Management, LLC. Broker has provided to the borrower any and all required documents and disclosures and has complied with all applicable federal, state and local laws, rules and regulations including, but not limited to, the Real Estate Settlement Procedures Act (RESPA) and Regulation X, the Equal Credit Opportunity Act (ECOA) and Regulation B, the Fair Credit Reporting Act, the Federal Truth-in-Lending Act and Regulation Z, the Flood Disaster Protection Act, the Home Mortgage Disclosure Act (HMDA) and Regulation C, the Fair Debt Collection Practices Act, the Appraiser Independence Requirements (AIR), any licensing, usury or sale of servicing laws, and any other applicable federal, state or local laws and regulations. Broker/Correspondent agrees, at its sole expense and with counsel selected by E Mortgage Management, LLC, to defend any action brought against E Mortgage Management, LLC or any subsequent assignee in respect hereto and to indemnify and save them harmless against any loss or damage there under.
- d. If applicable, applicants have been provided with any disclosures required of loan brokers under both state and federal law.
- e. The loan conforms to the agreed-upon terms of the lock-in commitment with E Mortgage Management, LLC with respect to program or product type, interest rate, term and principal amount.
- f. The loan conforms to E Mortgage Management, LLC's general guidelines and requirements in effect at the time the loan was originated and to the guidelines for the specific loan program or product originated, including, as applicable, the requirements of Fannie Mae, Freddie Mac, FHA, VA or a third-party investor. The loan further qualifies for mortgage insurance or guaranty, as required.

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- g. Broker has no knowledge of any circumstances or conditions with respect to the loan that reasonably could be expected to cause investors or agencies to regard the loan as an unacceptable investment, cause the loan to become delinquent, or adversely affect the value or marketability of the loan.
- h. Broker has made diligent inquiry into all facts and circumstances in the making of the loan, including all material representations of the borrower, and as far as Broker is aware, none of the statements, information or documentation in the loan package contain any false or erroneous statements or omit material facts necessary to make such statements, information or documentation accurate and understandable. Broker shall promptly notify E Mortgage Management, LLC if it becomes aware of any errors or misstatements.
- i. To the best of Broker's knowledge after due investigation, there is no adverse information or documentation concerning the borrower or the mortgaged property acting as security for the loan, other than as disclosed to E Mortgage Management, LLC in writing in the loan package.
- j. To the best of Broker's knowledge, each document delivered by Broker to E Mortgage Management, LLC is complete and accurate, and the signatures and initials on each document are authorized and genuine.
- k. To the best of Broker's knowledge, no borrower has had in his or her direct or indirect possession or control any credit, income or deposit verification document submitted to E Mortgage Management, LLC with respect to the loan.
- l. To the best of Broker's knowledge after due investigation, no bankruptcy action, foreclosure proceedings or other court action is pending against the borrower or the mortgaged property acting as security for the loan, other than as disclosed to E Mortgage Management, LLC in writing in the loan package.
- m. To the best of Broker's knowledge after due investigation, except as disclosed to E Mortgage Management, LLC in writing in the loan package: (i) there are no pending proceedings for a total or partial condemnation of the subject property; (ii) the subject property is free of substantial damage; (iii) improvements on the mortgaged premises comply with all rules and regulations of any applicable governmental authority or agency and lie within the boundaries and building restriction lines of the property; (iv) improvements on adjoining properties do not encroach upon the mortgaged property; and (v) there is no condition, including, without limitation, any environmental hazard, present upon the mortgaged premises which could adversely affect the value of the collateral.
- n. Broker is not aware of any pending or contemplated subordinate financing in connection with the subject property that has not been disclosed to E Mortgage Management, LLC in writing.
- o. Except as otherwise disclosed in writing to E Mortgage Management, LLC prior to the closing, funding and/or purchase of the loan, Broker has no direct or indirect ownership interest in the property acting as security for the loan.
- p. The borrower has no claim or defense against Broker or any agent, assignee or successor of Broker by reason of any act or omission of Broker its directors, officers, agents, or employees.

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14. INDEMNIFICATION

- a. Broker shall indemnify, defend, and hold harmless E Mortgage Management, LLC, its shareholders, directors, officers, employees, successors and assigns from and against any and all claims, liens, liability, loss, costs, damage, deficiency, suit, action, penalty or expense, whether foreseen or unforeseen, including, without limitation, attorney's fees/expenses and court costs, incurred by E Mortgage Management, LLC in resisting or defending any and all claims or defenses of borrowers, governmental agencies, secondary market investors or others resulting from any:
- b.
 - i. Breach or misrepresentation of any covenant, agreement, representation, warranty, term, or condition in this Agreement by Broker, its directors, officers, employees, agents or contractors; and/or
 - ii. Misrepresentation by Broker, its officers, employees, agents or contractors relating to any documentation or loan package submitted to EMortgage Management, LLC
- c. Without limiting the generality of the foregoing, Broker's obligation to indemnify E Mortgage Management, LLC shall extend to all repurchase demands received by E Mortgage Management, LLC from any third-party or secondary market investor due to a breach of this Agreement or misrepresentation of any kind by Broker. Broker's obligation to indemnify E Mortgage Management, LLC shall arise upon E Mortgage Management, LLC's receipt of a repurchase demand which E Mortgage Management, LLC determines, in its sole and absolute discretion, to be enforceable, even if E Mortgage Management, LLC has not yet incurred any loss with respect to such demand.
- d. Broker hereby releases and indemnifies E Mortgage Management, LLC from and against any and all losses sustained by Broker as a result of a liability to Broker or any of Broker's agents or employees on the basis of any arrangement or agreement made by or on behalf of Broker not provided for herein.
- e. Broker's obligation to E Mortgage Management, LLC with regard to indemnification shall be ongoing and unending and shall remain in effect after and survive this Agreement and any ultimate disposition (by sale or otherwise) of a loan closed, funded and/or purchased by E Mortgage Management, LLC
- f. Broker's obligation to fully indemnify E Mortgage Management, LLC under this Agreement shall not be affected by E Mortgage Management, LLC's taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, or sale or resale of any loan, (b) foreclosure of any loan, (c) sale or resale of the property securing any loan.
- g. E Mortgage Management, LLC hereby indemnifies Broker from and against all liens, damages, deficiencies, liabilities and penalties resulting from any breach or misrepresentation of any covenant, agreement, representation, warranty, term, or condition by E Mortgage Management, LLC in connection with this Agreement.

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15. REPURCHASE/EARLY PAYMENT DEFAULT

- a. Broker agrees to repurchase any mortgage loan closed and funded by E Mortgage Management, LLC if any evidence of fraud or misstatement of material fact in the origination, processing or closing of the loan file is found.
- b. Broker's obligation to E Mortgage Management, LLC with regard to repurchase shall be ongoing and unending and shall remain in effect after and survive this Agreement and any ultimate disposition (by sale or otherwise) of a loan closed, funded and/or purchased by E Mortgage Management LLC.
- c. In the event the borrower becomes 90 days delinquent on one of the first four payments on the scheduled due date as defined by the investor, E Mortgage Management LLC reserves the right to bill and collect any and all expenses/losses (actual and/or forecasted). Broker will have 30 days from receipt of the invoice to pay E Mortgage Management, LLC.
- d. In lieu of a repurchase, EMM may at its sole discretion choose to bill and collect any forecasted and final losses on the loan from the Broker. Broker will have 30 days from receipt of invoice to pay E Mortgage Management, LLC.

16. EARLY PAYOFF

- a. In order for us to manage our current pricing strategy, it has become necessary for us to implement an Early Payoff Policy at EMM. For any 1st or 2nd loan that is paid in full on or before 180 days after closing, the Broker will be assessed an Early Payoff fee. The early payoff fee will be equal to any above-par premium paid or 1.50% of the final loan amount, whichever is greater. Broker will be notified in writing of the specific details of the transaction, as well as the amount of the fee and payment due date for any loan that falls into this category. Payments will be made payable to EMM Wholesale and will be due within 72 hours of notification.

17. DISCLOSURE OF MISSTATEMENT OR MISREPRESENTATION

Broker acknowledges and agrees that E Mortgage Management, LLC may report instances of Broker making material misstatements/misrepresentations in connection with a loan, or knowingly aiding a borrower to do the same, to appropriate industry watch groups, agencies, and state and federal authorities or law enforcement agencies.

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18. PROPRIETARY INFORMATION

- a. Broker shall not at any time during the term of this Agreement or following termination hereof, unless required by law or with the express written consent of E Mortgage Management, LLC, directly or indirectly disclose or furnish to any person or entity not entitled to receive the same any trade secrets or confidential information, including, but not limited to E Mortgage Management, LLC's business operations, finances, production methods, procedures, sources of funding, or customers.
- b. The parties agree that the relationship between E Mortgage Management, LLC and Broker is unique and that neither party shall discuss any terms or conditions of this Agreement with any third party.
- c. With regard to loans registered with or closed, funded and/or purchased by E Mortgage Management, LLC, Broker agrees not to divulge any information regarding the borrowers to any person or entity not entitled to receive the same.

19. RIGHT TO AUDIT

Broker agrees to permit E Mortgage Management, LLC's audit staff to conduct on-site audits of loan files that have been registered with or submitted to E Mortgage Management, LLC. E Mortgage Management, LLC shall have the right to audit and verify by alternative source any credit documentation in files submitted to E Mortgage Management, LLC, including, but not limited to, credit reports or appraisals in a pre- or post-closing review, and such right shall survive E Mortgage Management, LLC's closing, funding and/or purchase of a loan and the termination of this Agreement. Broker shall provide its internal Quality Control reports to E Mortgage Management, LLC upon E Mortgage Management, LLC's request.

20. ELIGIBILITY REVIEW

Broker agrees to provide to E Mortgage Management, LLC annually, or as requested, its financial statements (audited, if available), a copy of all current licenses for the states in which it conducts business, a current list of principals, senior management and key employees, and any other information or documentation which E Mortgage Management, LLC deems necessary to evaluate Broker's business or business practices. Broker further agrees to immediately notify E Mortgage Management, LLC of any change in its ownership, senior management, key employees or financial condition as such changes occur. Broker acknowledges that E Mortgage Management, LLC may at any time review Broker's business, business practices, or performance in delivering loans to E Mortgage Management, LLC and, in its sole discretion, may: (a) require that Broker submit additional information or documentation regarding its business or business practices for E Mortgage Management, LLC's review, (b) set conditions for re-approval of Broker, (c) restrict the volume of business from Broker, (d) restrict the services that Broker is approved to perform, (e) suspend the lock-in privileges of Broker, and/or (f) terminate this Agreement according to the provisions contained herein.

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21. GENERAL PROVISIONS

- a. Non-Assignability. Broker agrees that it may not assign its rights or delegate its obligations under this Agreement without the express written consent of E Mortgage Management, LLC.
- b. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- c. Termination. E Mortgage Management, LLC may immediately terminate this Agreement without notice and will then have no further obligations under this Agreement upon: (i) failure of Broker to perform or abide by any term or obligation contained in this Agreement, (ii) discovery of any representation or warranty made by Broker to be false or incorrect, (iii) commencement by or against Broker of any bankruptcy, insolvency or similar proceedings, (iv) failure of loan applications submitted by Broker/Correspondent to satisfy E Mortgage Management, LLC's expectations regarding loan quality and performance, and/or (v) E Mortgage Management, LLC's determination that the actions of Broker contravene the terms of this Agreement or adversely impact E Mortgage Management, LLC's business activities or reputation.
Either party may terminate this Agreement for any other reason upon ten (10) calendar days' written notices to the other. In the event of termination, Broker shall fully cooperate with and assist E Mortgage Management, LLC in obtaining documentation necessary to complete the processing and full resolution of all matters relating to any confirmed locked or closed loans.
- d. Attorney's Fees. If either party to this Agreement brings any action, whether in suit or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive reasonable attorney's fees and court costs, including appeal and bankruptcy, from the unsuccessful party in such action, in addition to any other relief to which the prevailing party may be entitled.
- e. Default. Broker repudiation, breach, or inability to perform any of its commitments shall be deemed a default of this Agreement.
- f. Right to Specific Performance. Broker/Correspondent acknowledges that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of Broker's obligations hereunder, money damages may not adequately compensate E Mortgage Management, LLC for its losses and E Mortgage Management, LLC may be unable to effect or obtain coverage to satisfy its commitments with third parties. Accordingly, Broker agrees that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of its obligations, E Mortgage Management, LLC may proceed immediately to take possession of all documents belonging to Broker relating to loans which have been committed for sale to E Mortgage Management, LLC, by its own act, order or seizure, or such other remedy as may be available at law or equity. E Mortgage Management, LLC's right to affect specific performance hereunder shall be in addition to any other remedies, which E Mortgage Management, LLC may have in law or equity.
- g. Right of Offset. Amounts owed to E Mortgage Management, LLC by Broker under this Agreement may, at E Mortgage Management, LLC's option and in its sole discretion, be offset by E Mortgage Management, LLC against any payments then or thereafter owed by E Mortgage Management, LLC to Broker.

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- h. Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and, together with any addendum's and E Mortgage Management, LLC's written guidelines or procedures, contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by all parties.
- i. Survival of Warranties. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the transactions provided for herein and shall be fully applicable whether or not E Mortgage Management, LLC relies thereon or has knowledge of any facts at variance therewith.
- j. Section Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of any provision of this Agreement.
- k. Waivers, Remedies. Failure to or delay in auditing any loan or exercising any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.
- l. Severability. If any provision or part thereof, of this Agreement is invalid or unenforceable under any law, the remaining provisions, or parts thereof, shall nevertheless continue in full force without being impaired or invalidated in any way.
- m. Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- n. Negative Inference. E Mortgage Management, LLC and Broker each acknowledge that this Agreement is the result of negotiations between the parties, each of who shall be deemed to have drawn this Agreement. Any rule of law or any legal decision that would require interpretation of any claim of ambiguities in this Agreement against the party that drafted it shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.
- o. Consumer Relations. Broker shall promptly inform E Mortgage Management, LLC of any consumer-related difficulties regarding any loans committed to or closed, funded and/or purchased by E Mortgage Management, LLC, including forwarding to E Mortgage Management, LLC copies of all letters of complaint written to Broker by consumer, and shall otherwise cooperate fully with E Mortgage Management, LLC in all consumer-related matters.
- p. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement and the conditions and commitments entered into pursuant thereto.

_____(client)

- q. Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the state of New Jersey, except to the extent that applicable law governing mortgage loans dictates that the state in which such loans is effectuated must govern such loan transactions. Nevertheless, Broker/Correspondent hereby agrees that any court action arising out of this Agreement may be brought in any court of competent jurisdiction within the state of New Jersey.
- r. Notices. All notices required under this Agreement shall be in writing and shall be deemed effective if either given by personal delivery or sent by certified mail, postage prepaid and return receipt requested, addressed to the party at its address as set forth below:

Notices intended for E Mortgage Management, LLC shall be addressed to:

E Mortgage Management, LLC
Wholesale Mortgage Division
Attn: Jalena Montgomery
3 Executive Campus, Suite 520
Cherry Hill, NJ 08002

Notices intended for Broker shall be addressed to:

- s. Due Authority. E Mortgage Management, LLC and Broker acknowledge that the individuals executing this document, and any other persons designated by these individuals in writing, are fully authorized, as evidenced by a resolution of their respective boards of directors (if applicable), to enter into binding commitments for the delivery, sale and/or purchase of mortgage loans on behalf of each respective party.

_____(client)

IN WITNESS WHEREOF, the parties to this Agreement have executed this instrument by their duly authorized officers on the dates set forth below.

WITNESSED

Date _____

Date _____

E Mortgage Management, LLC

By _____
Kevin Crichton, President

WITNESSED

Date _____

BROKER/OWNER

Company License # _____

Expiration Date:

By _____

Printed Name

Its _____