

WHEREAS, Broker desires to submit Applications and Loan Packages (as defined below) to HBUSA, from time to time, for consideration by HBUSA; and

WHEREAS, HBUSA desires to accept and consider Applications and Loan Packages to be submitted by Broker in accordance with the terms and conditions provided for in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

A. NON-EXCLUSIVE ARRANGEMENT: It is agreed that the Parties enter into this nonexclusive arrangement whereby Broker may solicit potential borrowers for residential and commercial mortgage loans that Broker may, in its sole discretion, determine to present to HBUSA for consideration to approve, make and fund. Either HBUSA or Broker is free to make loans for its own account or for sale in the secondary market, and each may present or propose loans to other lenders at any time. Broker is not obligated under this Agreement to submit any particular Application or any minimum number of Applications to HBUSA, and HBUSA is not obligated to approve any Applications submitted by Broker.

B. INDEPENDENT CONTRACTOR: Broker acknowledges and agrees that it is an independent contractor, and Broker shall not represent itself in any manner to be an agent, servant, employee, representative, partner, or co-venturer of HBUSA. Broker shall not represent that the Broker's office is an office, branch or corporate affiliate of HBUSA, and shall not use any sign, letterhead, business card, email address or website, or other identification which implies that the Broker's office is an office, branch or corporate affiliate of HBUSA or that the Broker is an agent or representative of HBUSA, other than as an independent agent and licensed mortgage broker able to present Applications to HBUSA.

C. PREPARATION AND SUBMISSION OF APPLICATION PACKAGES: Broker shall submit Applications to HBUSA only in compliance with the following terms and conditions:

- 1) **Eligible Loans.** The property type, interest rate, requested loan amount, and all other loan terms must be in accordance with those described in the most recent rate sheet, underwriting requirements and HBUSA Guidelines provided by HBUSA to Broker from time to time. A copy of the current HBUSA Guidelines is attached as Annex A (Loan Package Guidelines). HBUSA Guidelines may be amended at any time and from time to time by HBUSA, in its sole discretion, and any such amendments shall be advised to Broker by HBUSA. Notwithstanding the foregoing, Broker agrees and understands the rate sheets contained in the HBUSA Guidelines, HBUSA Website and online applications

are updated periodically. Therefore, a rate listed on any rate sheet may not be available at the time Broker submits a Loan Package (as defined below) and Broker shall not quote a rate until such rate is confirmed by HBUSA as being available at the time the Broker submits the Loan Package.

- 2) **Loan Packages.** For each Application submitted by Broker to HBUSA, Broker shall prepare a complete package (a "Loan Package") which meets all of HBUSA's requirements as provided for the then current HBUSA Guidelines. If requested by HBUSA, Broker further agrees to assist in obtaining any additional information required to complete or update any Loan Package, and any such assistance provided by Broker shall be performed by Broker as part of its services to HBUSA under this Agreement, at no additional cost to HBUSA.
- 3) **Legal Requirements.** All Applications taken and procedures followed by Broker must comply with all applicable federal and state laws and regulations, including, but not limited to, the Federal Equal Credit Opportunity Act, Real Estate Settlement Procedures Act, Truth-in-lending Act and Fair Credit Reporting Act, Graham Leach Bliley Act, Bank Secrecy Act, USA Patriot Act, S.A.F.E. Act, plus any applicable state law equivalents, as well as any applicable state mortgage broker regulations, delivery and acceptance by Applicant of an appropriate Mortgage Broker Fee Disclosure agreement; and, to the extent applicable, all rules and requirements of the Consumer Financial Protection Bureau, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Authority, the Government National Mortgage Association, the department of Housing and Urban Development, and the Veterans' Administration (collectively, the "Legal Requirements"). Broker will not fail to take any action required under, and will refrain from taking any action prohibited by, the Legal Requirements, the HBUSA Guidelines, and/or the terms and conditions of this Agreement.
- 4) **Customer Identification Program (CIP).** Federal regulations require HBUSA to obtain and verify CIP information from its borrowers. From time to time, HBUSA may request the Broker to obtain and verify this information from Applicants with whom the Broker is working. In such cases, the Broker should request the Applicants to provide and certify the information which is outlined in the CIP Certification, a copy of which is attached as Annex B.
- 5) **Purpose.** Broker expressly understands and acknowledges that the sole purpose of the submission of Loan Packages to HBUSA is to permit HBUSA to make an underwriting

determination of the creditworthiness of Applicant(s), the value of the property proposed as collateral, and the suitability of the proposed loan as an extension of credit by HBUSA; and, based on such determination, to either approve or deny the Application or make a counteroffer to the Applicant, as decided by HBUSA in its sole discretion.

- 6) **Applicant Authorization.** Broker represents and warrants that in connection with the submission of each Loan Package to HBUSA it shall have received each Applicant's authorization to obtain personal credit information and to submit a Loan Package on behalf of Applicant(s) to HBUSA.
- 7) **No Secondary Brokerage.** HBUSA will not accept Loan Packages submitted by Broker on behalf of another mortgage broker who is not a party to this Agreement.
- 8) **Limited Authority.** Broker shall have no authority to make any commitment, create any contractual obligation, bind, compel or otherwise obligate HBUSA by any promise or representation, except only to the degree, if any, that HBUSA shall have provided Broker specific written authorization in a particular transaction. This Agreement does not in any way create the relationship of joint venture, partnership, or principal and agent between Broker and HBUSA. In performing the services contemplated hereunder, Broker is and shall be acting as an independent contractor.
- 9) **Other Documents.** Broker agrees to deliver to Applicant any and all documents provided by HBUSA for delivery to the Applicant, in the form provided by HBUSA.
- 10) **Use of HBUSA Name.** Broker shall have no authority to use HBUSA's name, logos or any other intellectual property of HBUSA, in any solicitation, advertising or marketing promotions, without the specific prior written consent of HBUSA. In the event that HBUSA consents to the Broker's use of HBUSA's name, logos or other intellectual property, such use shall constitute use under a revocable, non-exclusive license which HBUSA may revoke or terminate at any time.
- 11) **Misinformation.** Broker understands and acknowledges that, pursuant to Title 18 U.S. Code, Section 1014, it is a crime, punishable by fine, imprisonment or both, knowingly and willfully to falsify or conceal a material fact or make a false statement in a loan application delivered to an FDIC insured financial institution.

D. LOAN UNDERWRITING; APPROVALS, DENIALS AND COMMITMENTS. Subsequent to Broker's submission of a completed Loan Package to HBUSA in accordance with the terms and conditions of this Agreement:

- 1) HBUSA shall underwrite and consider whether to approve or deny the Application, or to make a counteroffer to the Applicant. HBUSA will have sole responsibility for loan underwriting, preliminary approval, notice of final approval or denial, and final approval. If HBUSA decides to make a loan and the loan is accepted by Applicant, HBUSA shall have sole responsibility for preparation of closing loan documents and funding of the loan transaction.
- 2) HBUSA shall use commercially reasonable efforts to be responsive to Broker and each Applicant, but is under no obligation to approve or deny any Application, or to do so within a prescribed period of time. HBUSA shall approve or deny each Application in its sole discretion and solely for its own benefit and account and, in making such determination, HBUSA expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying Application or the related Loan Package.
- 3) Broker expressly understands and agrees that HBUSA shall have sole discretion and authority to determine under what conditions an Application will be approved or denied. Any loan commitment letters issued in connection with any Applications submitted hereunder shall be effective only if properly executed in writing by an authorized representative of HBUSA. Oral commitments shall not be valid or binding on HBUSA under any circumstances.
- 4) HBUSA reserves the right to request additional documentation and to verify and/or re-verify information submitted during the loan underwriting process and prior to closing and may rescind or modify any loan commitment based on the failure to provide such documentation or based on the content of such additional information. Additionally, should any of the loan terms or information submitted in a given Loan Package be significantly changed, such changes may potentially invalidate a loan commitment. This would include, but is not limited to, changes such as loan amount revisions, appraisal results, value/sales price reductions, significant income changes, debt or asset differences interest rate changes or loan program changes.

E. BROKER'S REPRESENTATIONS AND WARRANTIES. With respect to this Agreement, and with respect to each Loan Package which Broker submits to HBUSA, Broker represents and warrants to HBUSA as follows:

- 1) Broker is duly organized, validly existing and in good standing under the laws of the applicable jurisdiction, and has the power to own its assets and to transact the business in which it is presently engaged. Broker represents and warrants that no employee employed by Broker has ever been placed on the Freddie Mac Exclusionary List or the Federal Housing Administration Debarred List. Broker has the power, authority and legal right to make, deliver and perform under this Agreement and all of the transactions contemplated hereunder, and has taken all necessary action to authorize

the execution, delivery and performance of this Agreement. No consent of any other party and no consent, license, approval, or authorization of, or registration with any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or the transactions contemplated herein.

- 2) No litigation or administrative proceedings of or before any court, tribunal, or governmental body is presently pending, or to the knowledge of Broker, threatened against Broker or any of its employees, which if adversely determined, would have a material adverse effect on the business, license, assets, or financial condition of Broker.
- 3) To the best of Brokers knowledge, no statement or representation made or document submitted to HBUSA in connection with this Agreement, or in connection with any Loan Package when submitted, is untrue, inaccurate, non-genuine, incomplete or misleading in any respect whatsoever, and Broker will immediately report to HBUSA any known or believed to be false, inaccurate, altered or forged statement, representation or document which may come to Broker's attention.
- 4) To the best of Broker's knowledge and at the time of each submission of a Loan Package to HBUSA, Broker's submission of such Loan Package constitutes Broker's representation and warranty that there is no current, pending or threatened bankruptcy, foreclosure, or other litigation against any Applicant or related to the subject collateral property, and Broker has no materially adverse information concerning Applicant which it has not revealed to HBUSA, except as provided to HBUSA in writing at the time of delivery to HBUSA of the affected Loan Package.
- 5) Broker has complied with all conditions of this Agreement, the HBUSA Guidelines, and all Legal Requirements applicable to Broker, both generally and in connection with Broker's handling of each Application and the preparation of the related documents and materials with respect to each Loan Package.
- 6) Broker and each of its employees, agents and independent contractors are duly qualified, validly existing and licensed according to the law of each jurisdiction in which Broker is operating and will, during the term hereof, maintain such qualifications and licenses.
- 7) If Broker is not a natural person, the execution and delivery of this Agreement by Broker and the performance by Broker of the obligations to be performed by it hereunder have been duly authorized by all necessary corporate, partnership or company action, and such obligations do not, nor will not, violate any law, order or provision of the Articles of Incorporation, By-laws, Partnership Agreement, Operating Agreement or other organizational document, if applicable, of Broker.
- 8) This Agreement constitutes, when duly executed and delivered by Broker, a legal, valid and binding obligation of Broker enforceable against Broker in accordance with its terms.

- 9) There are no actions, suits, or proceedings pending against Broker which, if decided against Broker, would adversely affect Broker's ability to perform its obligations under this Agreement.
- 10) Broker agrees that, should any of the representations and warranties made by Broker in this Agreement be or become untrue or inaccurate at any time in any material respect, Broker shall give prompt written notice thereof to HBUSA.
- 11) All representations and warranties given herein by Broker shall survive termination of this Agreement, as well as any loan closing, approval, or denial.

- 12) With respect to each and every Loan Package to be submitted under the Agreement, Broker represents and warrants to HBUSA that Broker is in compliance with all applicable federal, state, and local laws, regulations, and rules, including, without limitation, the Secure and Fair Enforcement for Mortgage Licensing Act, as amended from time to time.

F. BROKER COMPENSATION. In connection with the services performed by Broker, an Applicant may agree to pay compensation to Broker if provided for in a separate agreement between Broker and Applicant. HBUSA is not, and will not be, a party to any agreement between Broker and an Applicant, and HBUSA is not responsible for collection of Broker's compensation from Applicant. Except as specified in the HBUSA Guidelines and current rate sheet, as may be amended from time to time, HBUSA shall have no obligation or responsibility to pay any compensation to Broker. Any compensation to be paid by HBUSA to Broker shall be earned only upon loan funding. Broker agrees that the total compensation payable by HBUSA to Broker under any specific Application shall not exceed the amount specified in the HBUSA Guidelines and the then current rate sheet, as may be amended from time to time.

G. FINANCIAL AND OTHER INFORMATION: UPDATES. Broker shall submit to HBUSA, upon HBUSA's request, Broker's financial statements for the most recent twelve month period, which statements shall accurately represent Broker's financial results and condition. Broker further agrees to provide HBUSA such financial, licensing or other information as HBUSA may request from time to time, in the form requested by HBUSA, for purposes of confirming that Broker continues to meet HBUSA's requirements for mortgage brokers.

H. INDEMNIFICATION. Broker agrees to indemnify, hold harmless and defend HBUSA, its agents, officers, directors, shareholders, employees, successors, and assigns (the "Indemnified Parties") from and against any and all losses, claims, demands, damages, expenses or costs which in any way arise out of or relate to any alleged act or omission of Broker or any of its directors, officers, employees or agents, whether in connection with a Loan Package, a loan or this Agreement. Broker's indemnification obligations shall include reasonable attorneys' fees incurred by any Indemnified Party, with or without

suit, in defending against any and all claims by any third parties, including without limitation, Applicants and governmental agencies. Broker shall give HBUSA immediate notice of any suit or action instituted against Broker which arises out of the Broker's activities hereunder, and HBUSA shall have the right to participate in any such suit or action. HBUSA reserves the right to approve Broker's selection of attorneys, hired by Broker, to protect HBUSA's interests.

I. REIMBURSEMENT OF APPLICANT (RESCISSION) Broker shall promptly reimburse any Applicant for all fees and costs incurred by Applicant in applying for or obtaining a loan (other than fees paid to and retained by HBUSA), including, without limitation, any appraisal fees, credit report charges, title and escrow charges, Broker fees and points and other fees and charges for which Applicant is entitled to reimbursement as a result of exercising its right to rescind or cancel a loan, including without limitation, under the provisions of Regulation Z. In the event Broker fails to reimburse Applicant for such fees within three (3) business days of receipt of notice to do so, whether notice is received from Applicant, HBUSA or otherwise, HBUSA may, but need not, reimburse such amounts directly to Applicant and Broker shall be obligated to repay, and shall immediately reimburse, HBUSA for such amounts.

J. REPURCHASE OF LOANS. If HBUSA determines that Broker had knowledge, or through reasonable investigation should have had knowledge, that any statement, representation or warranty made to, or documentation submitted to, HBUSA in connection with a Loan Package, whether by Broker, its agents or employees, the Applicant, or other parties, contained any untrue, inaccurate, forged, incomplete, or misleading information or statements (whether by omission or affirmative statement), Broker shall, upon HBUSA's demand, purchase the loan affected thereby from HBUSA (or assignee of HBUSA) within 15 days of written notice. Broker shall purchase such loan at a price equal to the then outstanding principal balance, plus accrued interest, together with any advances, premiums, fees, or other costs paid by HBUSA (or assignee of HBUSA) at any time in connection with the loan. Broker additionally shall be financially responsible to HBUSA for any willful misconduct or negligence on the part to itself, its agents or employees which willful misconduct or negligence causes HBUSA to suffer financial loss.

Upon payment of the required purchase price amount, HBUSA shall deliver to Broker all loan documents required to be repurchased pursuant to this provision, and said documents, where appropriate, shall be endorsed to Broker without recourse to HBUSA. It is understood and agreed by the Parties that the repurchase obligations hereunder are in addition to, and not in lieu of, all other remedies available in the Agreement or by law.

K. EARLY PAYMENT DEFAULT - Lender Paid Compensation Program: In connection with any Loan Packages submitted by Broker under HBUSA's Lender Paid Compensation Program, in the event of an "Early Payment Default," which occurs when a borrower becomes 30 days late on one

of the first six (6) payments due on the promissory note associated with a loan, Broker shall repay to HBUSA an amount equal to one and one half percent (1.50%) of the loan funding amount or the Yield Spread Premium (YSP) on such loan, whichever is greater.

L. TERM. Any Loan Package submitted prior to termination, which HBUSA elects to fund after termination date, shall be subject to the terms of this Agreement. This Agreement shall terminate as follows:

1. Termination Without Cause: This Agreement may be terminated without cause at any time by either Party after ten (10) days prior written notice to the other Party.

Termination without cause shall not terminate Broker's agreement to deliver and HBUSA's agreement to fund those loans which, prior to the effective date of termination, have been registered by Broker with interest rate locked in, provided such loans continue to meet the requirements of this Agreement.

2. Termination for Cause: HBUSA may terminate this Agreement immediately, without notice for the following causes: (i) if Broker is in default under this Agreement, (ii) Broker's license is suspended, terminated or cancelled for any reason, or (iii) if Broker becomes insolvent or bankrupt, a receiver is appointed for Broker, or if a petition for reorganization is filed by or against Broker. Termination for cause shall release HBUSA from any and all obligations to fund any loans under any Applications submitted by Broker to HBUSA, including loans registered with interest rates locked prior to the effective date of termination.

M. CONFIDENTIALITY AND NONDISCLOSURE. Broker shall not disclose to any person, other than to representatives of HBUSA or its counsel, any confidential information obtained by it from HBUSA or about an Applicant or a loan that has been approved by HBUSA, and Broker shall take reasonable measures to avoid any disclosure by Broker's agents or employees of any such confidential information to unauthorized parties.

N. DATA PRIVACY AND DATA SECURITY. Broker agrees to comply with the data privacy and data security requirements in Annex C attached hereto.

O. NOTICES. Any notice necessary to be given hereunder will be sufficient if in writing and delivered either personally or by mail, first class postage prepaid, or by nationally recognized overnight courier, to the relevant address set forth on the signature page of this Agreement. Notices sent by first class mail shall be deemed received three (3) business days following the

date when mailed, and notices personally delivered or sent by overnight courier shall be deemed received upon the earlier of actual receipt or two (2) business days after sending.

P. ASSIGNMENT. Neither this Agreement nor any duties or obligations hereunder may be assigned by Broker without the prior written consent of HBUSA.

Q. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement and its Addendums constitute the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings. All changes, additions, or deletions to this Agreement must be made in writing and signed by the Parties; provided, however, that HBUSA may from time to time amend or update HBUSA Guidelines or other policies and procedures by delivering program announcements, memos and the like to Broker, each of which shall be effective as indicated therein.

R. NON-WAIVER. Waiver or forbearance by HBUSA with respect to any breach of this Agreement or of Broker's representations or warranties hereunder shall not constitute a waiver of such breach nor a waiver of any other provision of this Agreement, and shall not affect HBUSA's right to redress a breach of any other provision or of any subsequent breach of a similar or dissimilar nature.

S. ARBITRATION. In the event a dispute arises regarding this Agreement, the Parties agree that such dispute shall be submitted to final and binding arbitration before and under the rules of the American Arbitration Association ("AAA") in Miami, Florida. The Parties shall share equally in the costs of the arbitration, except that each Party will be responsible for its own attorneys' fees and costs.

T. ATTORNEY'S FEES. If any action at law, in equity, or by arbitration is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable court costs, attorneys' fees, including costs allocable to in-house attorneys, in addition to any other relief to which such prevailing Party may be entitled.

U. GOVERNING LAW, FORUM SELECTION, AND SEVERABILITY: This Letter will be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. EACH OF THE PARTIES SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED WITHIN THE COUNTY OF MIAMI-DADE IN THE STATE OF FLORIDA (COLLECTIVELY, THE "CHOSEN COURTS"), FOR ANY CLAIM ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY

AGREEMENT OR THE TRANSACTIONS; (b) AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH CLAIM MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND AGREES NOT TO BRING ANY CLAIM ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE TRANSACTIONS IN ANY OTHER COURT OTHER THAN THE CHOSEN COURTS; (c) AGREES THAT IT WILL NOT ATTEMPT TO DENY OR DEFEAT SUCH PERSONAL JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM ANY SUCH COURT; AND (d) WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION SO BROUGHT, AGREES NOT TO PLEAD OR CLAIM THE SAME, AND WAIVES ANY BOND, SURETY OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO.

V. HBUSA WEBSITE AND ONLINE APPLICATIONS. HBUSA provides access to an internet website branded as "TPO Connect" for the purpose, among other things, of providing information about its loan products, to facilitate online communications, and for the submittal of loan applications to HBUSA by approved mortgage brokers, which online submissions shall constitute "Applications" as defined in this Agreement and thus subject to all provisions herein.

1. **TPO Manager.** Broker shall designate an individual as its TPO Manager. The TPO Manager will have access to, and be responsible for, accurately establishing and maintaining Broker's profile within TPO Connect. The TPO Manager will have the ability to authorize and de-authorize individuals to access TPO Connect on Broker's behalf. The TPO Manager will also have the ability to submit and register Loan Packages and related documents, review the status of Loan Packages, respond to inquiries or conditions submitted by HBUSA.
2. **TPO Loan Officer.** Broker shall designate one or more TPO Loan Officers, one of whom may also be the TPO Manager. Each TPO Loan Officer must have and maintain all required licenses to perform mortgage brokerage activities in the State of Florida and must be approved by HBUSA. TPO Loan Officers shall have responsibility for communicating with Borrowers and for the items described in paragraph 4, below. TPO Loan Officers will have the ability to submit and register Loan Packages and related documents to TPO Connect. TPO Loan Officers will also have the ability to review the status of Loan Packages and respond to inquiries or conditions submitted by HBUSA.
3. **TPO Processor.** Broker shall designate one or more TPO Processors, one of whom may also be the TPO Manager. TPO Processors will have the ability to submit and register Loan Packages and related documents to TPO Connect on behalf of the TPO Loan Officer,

approved by HBUSA. TPO Processors will also have the ability to review the status of Loan Packages and respond to inquiries or conditions submitted by HBUSA.

4. **Accuracy.** Broker and each TPO Loan Officer shall be responsible for ensuring the accuracy and completeness of all data input on TPO Connect. Broker shall ensure that only the properly authorized TPO Manager, TPO Loan Officers, and TPO Processors have access to TPO Connect and any Application, underwriting status or other information transmitted via TPO Connect. Broker and the submitting TPO Loan Officer agree that HBUSA will be able to rely on the accuracy, completeness, and genuineness of any information conveyed by Broker via TPO Connect. Should HBUSA decide to render a loan decision and issue a loan commitment based on the electronic Application transmitted via TPO Connect and prior to receipt of the complete Loan Package by HBUSA, such commitment shall be conditioned upon the verification of the Application information and data input once the Loan Package is received by HBUSA.

5. **Authorized Users.** Broker is responsible for the TPO Manager, all TPO Loan Officers, and all TPO Processors within the Broker's company and their actions ("Authorized Users"). Broker's access to TPO Connect is conditioned upon it establishing and maintaining a security access system that may require Broker and/or each Authorized User to specify a user identification number and password as part of the sign on procedure. HBUSA may also require Broker and any Authorized User to execute a TPO Connect user agreement to govern Broker's or the Authorized User's use of TPO Connect. Broker agrees to ensure that only the appropriate Authorized User knows any individual password. In addition, Broker and the TPO Manager agree to immediately remove any Authorized User's access to TPO

Connect if at any time the Authorized User ceases to be an Authorized User for any reason, including such Authorized User no longer being employed by Broker, or in the event of any unauthorized disclosure or use of any user identification number. HBUSA reserves the right at any time and from time to time to change and/or revoke user identification numbers and passwords issued to Broker and/or any Authorized User. HBUSA reserves the right to perform random audits from time to time to ensure only Authorized Users have access to TPO Connect and to information submitted on TPO Connect or within the Broker's pipeline from time to time as needed or warranted.

W. COUNTERPARTS. This Agreement may be executed in two or more counterparts, and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message

any copy hereof executed and delivered in any such manner shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person, and all such counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Parties hereto have executed this Agreement as of the date first written above.

The parties executing below are authorized signers of their respective company and have full authority to execute this Agreement.

Helm Bank USA

By: _____

Name: Mari Blanco
Title: Chief Lending Officer
Address: 999 Brickell Avenue
Miami, FL, 33131

Broker

By: _____

Name: _____

Title: _____

Address:

ANNEX A – LOAN PACKAGE GUIDELINES

For each registration of a Loan Package submitted to HBUSA, Broker shall prepare a complete package (a "Loan Package") which meets all of the requirements provided for in the current HBUSA Guidelines. If requested by HBUSA, Broker shall assist in obtaining any additional information required to complete or update any Loan Package.

A complete "Loan Package" entails:

1. Broker Assignment Letter.
2. Mortgage Broker Fee Sheet form
3. Executed sales contract and any addendum(s) (Applicable only for Purchases)
4. 2 picture ID's (refer to Annex B for acceptable documents) for Borrower, Co-borrower and title holder and if entity, one valid ID for any owner with 10% or more ownership and any controlling person
5. Asset Package:
 - For funds to close and 12 months of reserves (PITIA): 2 most recent bank statements including account balance or Bank Reference Letter(s) including account #, current balance and average balance for the last 60 days
6. Income Package:
 - IF SELF-EMPLOYED: CPA Letter from independent accountant (with letterhead) translated to English * - 2 years of income and YTD
 - IF EMPLOYEE: Employment Verification Letter translated to English ** and Last 30 days of pay-stubs or W2 / equivalent document
 - DOMESTIC:
Self Employed: CPA Letter * from independent accountant (with letterhead), 2 most current years of personal tax returns, form 4506, 2 years of corporate tax returns with all schedules (K-1s)

Employed: Last 30 days of pay-stubs, form 4506, 2 most current years of personal tax returns and W2s.
 - If rental income is to be considered, provide:
 - Last 2 U.S. tax returns showing rental income from properties and
 - Executed current lease
 - For loan amounts > \$2.5MM, provide last 2 years of personal Tax Returns from country of residency.
7. Liabilities Package
 - Most recent statement of all: mortgage loans, credit cards, installment loans or recurring monthly debt.
 - Proof of most recent property tax bill payment, HOA payment and insurance payment for primary residence or other real estate owned (can be included in the CPA letter).

- For property being refinanced, most current HOA statement or Estoppel Letter from HOA (Applicable only for Refinances)
- 8. Cash-out Refinance Details - Letter of Explanation (Helm Bank USA form) from Borrower/Guarantor (Applicable only for Refinances)
- 9. Entity name and organizational Chart showing 100% ownership of Legal Entity (Be able to answer the question: Who is taking title of the property? if you know its going to be an entity, tell us from the beginning, because it can significantly change the approval process and lengthen the process)

*** CPA Must have:**

- Last 2 years and YTD perceived personal income from each company and combined
- Name of each company with detailed description of line and years in business (Last 2 years of revenues, number of employees, products & services, locations), position held and percentage owned
- Detailed explanation of income variation if equal or greater than 20% (if variation exceeds 50%, additional documentation could be required)
- Dated <60 days
- Income shown in original currency
- Include website if available
- CPA's signature, address, telephone number, email and number of years providing accounting services for borrower

****Employment Verification Letter must include:**

- Employer's name, address, telephone
- Position, date of employment
- Dated <60 days
- Last 2 years and YTD income (shown in original currency)

Once a **full "Loan Package"** is registered into the TPO Platform, HBUSA will enable final file submission.

**Documentary evidence required with a completed Loan Application.
For Customer Identification Program (CIP) Certification, you must obtain and verify identity information and provide copies of the documents herein to the bank.**

1. Individuals - Identification Procedure

Verify the truth and accuracy of all the following identity information:

1. Full Name	2. Date of Birth
3. Residential or Business Street Address	4. Identification Number

2. Individuals - Verification Procedures

To verify the identity information above, review and provide the following:

- Two (2) Primary Documents, or
- One (1) Primary Document and one (1) Secondary Document

A. Primary Documents (unexpired with date of birth, citizenship or permanent residence, signature, and a photograph with a reasonable likeness of the individual)			
U.S. or Foreign Passport	U.S. Driver's License	U.S. State Issued Identification	Military ID Card
National ID Card	Foreign Cedula	Alien Registration Card	Concealed Weapons Permit

B. Secondary Documents			
Employment ID Card	University / College ID	U.S. or Foreign Voter's Registration Card	Unexpired Foreign Driver's License
Unexpired Foreign ID Card	Birth Certificate (for minors)	Medicaid, Medicare, or other health insurance card (only for elderly or disabled persons)	Utility Bills (only for Elderly or Disabled Persons)

C. Acceptable Documents to Verify Permanent Address must contain:

- Customer's Name
- Customer's Permanent Address (P.O. Box not acceptable)

Utility Bill	Valid Official Government or State ID	Valid Provincial or State Driver's License	Vehicle Registration
Copy of Voter's Registration Card	Copy of Real Estate Property Title	Copy of Real Estate Property Tax Bill	Copy of Lease Agreement
Medical Bill (not older than 90 days)	Bank Statement (not older than 90 days)		

3. Legal Entities - Verification Procedures

Verify the truth and accuracy of all the following information:

1. The full legal name of the entity	2. Address of the principal physical place of business (No P.O. Boxes)
3. Entity Identification Number	

4. Legal Entities - Verification Procedures

To verify the information in #3 above, review and provide the following:

- Two (2) Primary Documents, or
- One (1) Primary Document and one (1) Secondary Document

These documents must be one of the following:

- the original or certified copy of a notarized document
- a copy of the document certified by the legal representative of the entity
- obtained from an acceptable online database

A. Primary Documents			
Articles of Incorporation (or Articles of Association)	Partnership Agreement	Trust Agreement	Applicable legal formation document

B. Secondary Documents (those listed below or other official state, national, or foreign registration)			
Certificate of Good Standing	Government Issued Business License	Chamber of Commerce Registration	Mercantile Registry Registration

ANNEX B - CIP CERTIFICATION



Additional Guidance: Examples of Corporate Documents by Country. The bank reserves the right, in accordance with the bank's country risk policy, to restrict loans to borrowers of certain countries.

United States	Articles of Organization Certificate of Incorporation (for corporations incorporated in Delaware) By-Laws Certificate of Formation (issued for LLCs incorporated in Delaware) LLC Operating Agreement Certificate of Good Standing Articles of Partnership or Partnership Agreement Certificate of Good Standing if the Partnership has been incorporated	Brazil	Documento de Constitución Certificado de Inscripción en la Cámara de Comercio del Estado correspondiente Constancia de Inscripción en el Sistema Tributario del Estado correspondiente Constancia del Pago de Impuesto (most recent)
Argentina	Acta o Estatutos de Constitución Certificación de Incorporación Certificado de Incumbencia Constancia de Inscripción issued by AFIP-Administración Federal de Ingresos Públicos Constancia del Pago de Impuestos más reciente (issued by the aforementioned entity)	British Virgin Islands (BVI)	Articles of Association and/or Incorporation Certificate of Good Standing issued by the Registry of Corporate Affairs Certificate of Incumbency issued by the registered or resident agent (Attorney or Law Firm), attesting the Shareholder names and percentage of ownership, Directors, and capital issued/paid Copy of Shares Certificate Copy of Shares Registry
Bahamas	Articles of Incorporation Certificate of Good Standing, issued by "Registrar General of Commonwealth of the Bahamas" Certificate of Incumbency issued by the register agent or resident agent (Attorney or Law Firm), attesting the shareholder names and percentage of ownership, Directors, and capital issued/paid Copy of Shares Certificate Copy of Shares Registry	Chile	Estatutos o Artículos de Constitución Certificado de existencia legal emitido por la "Cámara Nacional de Comercio, Servicio y Turismo de Chile (CNC) Certificado del Registro de Comercio de Santiago emitido por la oficina del Conservador de Bienes Raíces de Santiago "CBRS" Copia de la Inscripción en el registro del "Servicio de Impuestos Internos de Chile "SII"
Barbados	Articles of Association and/or Incorporation Certificate of Good Standing Certificate of Incumbency (must disclose names of the beneficial owners and percentage of ownership, Director name, and capital issued/paid Copy of Share Certificates/Copy of Shares Registry	Colombia	Estatutos o Artículos de Constitución Certificado de existencia legal emitido por la Cámara de Comercio del Departamento correspondiente ("Departamentos" in Colombia are as "States" for USA) Copia del Registro en el Sistema Tributario de Colombia
Bolivia	Acta Constitutiva de la entidad o Estatutos de Constitución Constancia de Inscripción en el Registro de Comercio de Bolivia Testimonio de Poder General de Administración Certificado de Inscripción en el Sistema Tributario Nacional Constancia del Pago de Impuestos (most recent)	Costa Rica	Escritura de la Constitución de la Compañía "Certificación Literal de Persona Jurídica" issued by Registro Nacional de la República de Costa Rica Copy of "Cedula de Persona Jurídica" issued by Registro Público de Cedulación. For the "Cooperativas" aforementioned certifications are issued by Ministerio de Trabajo y Seguridad Social. For Churches or "Organizaciones Religiosas" are issued by Ministerio del Interior y Justicia Copia del registro con el "Ministerio de Hacienda-Dirección General de Tributación" Certificado de Inscripción en el Sistema Tributario Nacional Constancia del Pago de Impuestos (most recent)

ANNEX B - CIP CERTIFICATION



Additional Guidance: Types of Documents by Country of Incorporation. The bank reserves the right, in accordance with the bank's country risk policy, to restrict loans to borrowers of certain countries.

Dominican Republic	Estatutos Sociales o de Constitución Certificación del Registro Mercantil de la Cámara de Comercio y Producción" de la provincia correspondiente "Certificación de Pagos de Impuestos" issued by the "Dirección General de Impuestos Internos." Non-For-Profit Entities: Certificado de Incorporación issued by "Departamento de Incorporaciones y Registro de Asociaciones sin Fines de Lucro"	Paraguay	Estatutos de Constitución Certificado de Inscripción emitida por el Ministerio correspondiente Certificado de Inscripción en la Dirección General Impositiva Certificado de Incumbencia
Ecuador	Estatutos Sociales de la Compañía "Certificado de Cumplimiento de Obligaciones y Existencia legal" "Certificado de Accionistas," both certificates are issued by "Superintendencia de Compañías y Registro de Sociedades Copia de la Inscripción en el "Registro Único de Contribuyentes" emitido por la oficina local del Servicio de Rentas Internas	Peru	Estatuto de Constitución "Vigencia de Persona Jurídica" emitido por el Registro de Personas Jurídica perteneciente a la Superintendencia Nacional de los Registros Públicos "SUNARP" "Vigencia de poder o representación legal" también emitido por "SUNARP" Certificado de Incumbencia For Insurance Companies and Banks the aforementioned Certifications are issued by the "Superintendencia de Banca y Segura"
Guatemala	Escritura o Estatutos de constitución Documentos de Inscripción del Registro Mercantil "Patente de Comercio de Sociedad" Certificado de Existencia Legal issued by Registro Mercantil de la República de Guatemala "Constancia de inscripción y Modificación al Registro Tributario Unificado-RTU" Constancia de Pago de Obligaciones Fiscales más reciente emitido también por "RTU" Copia del Anuncio de Constitución de la entidad publicado en el "Diario de Centro América", the official Newspaper from Guatemala	Spain	Escritura de la Constitución de la Entidad Certificación del Registro Mercantil Central de la Provincia correspondiente Certificado de Cumplimiento de obligaciones Tributarias emitido por la Delegación Central del Contribuyente-Agencia Tributaria de la Provincia que corresponda
Mexico	Estatutos sociales de la compañía Copia de Inscripción emitida por la Secretaria de Hacienda y Crédito Publico Certificado de Incumbencia Copia de la Inscripción en el RUT-Registro Único Tributario.	Switzerland	Statutes of Incorporation Certificate of registration with the National Tax System Certificate of Incumbency Copy of the most recent Tax Revenue Declaration
Netherlands	Memorandum and Articles of Incorporation or Association Certificate of Good Standing issued by the Chamber of Commerce Certificate of Incumbency Copy of the registration with the Internal Revenue Services Department	Uruguay	Escritura de Constitución Copia de la Inscripción en el Ministerio Correspondiente "Certificación de existencia lega" emitido por la Dirección General de Registros Certificado de Inscripción en la Dirección General impositiva "DGI" Copia del pago de impuestos más reciente emitido por la "DGI" Certificado de Incumbencia
Panama	Escritura Pública de Constitución o Pacta Social de la Compañía Certificación de Existencia Legal del Registro Público de Panamá Certificado de Incumbencia	Venezuela	Estatutos Sociales o Escritura de Constitución Certificación del Registro Mercantil Certificado del Pago más reciente de Obligaciones Tributarias emitido por la oficina estatal correspondiente perteneciente al "SENIAT"- Sistema Estatal Nacional de Información y Administración Tributaria

ANNEX C - DATA PRIVACY AND DATA SECURITY

A Personal Information. Broker agrees that it will comply with the requirements of all applicable Laws relating to privacy and treatment of Personal Information, and/or designed to protect Personal Information from unauthorized use, access, disclosure, alteration or destruction, including (but not limited to), the Gramm-Leach-Bliley Act of 1999 (“Privacy Laws”). Without limiting the foregoing, in the event any other Privacy Laws require specific obligations and responsibilities with respect to the processing of all or any portion of Personal Information, or require that the parties’ respective obligations and responsibilities with respect to the processing of all or any portion of Personal Information be expressly set out in the Agreement, the Parties agree to further amend this Agreement to incorporate such obligations and responsibilities related to the processing of Personal Information as require by such Privacy Laws. Broker will maintain, for a minimum of seven (7) years from creation of the record, and make available to HBUSA upon request, a record of any disclosures of Personal Information, including the date of the disclosure, the name and the address of the recipient of the Personal Information, a brief description of the Personal Information disclosed and a description of the purpose of the disclosure. Broker will provide the records in a useable form for HBUSA upon request, using secured methods to transfer such record data to HBUSA.

B Security Safeguards. Broker shall (i) establish and maintain appropriate administrative, physical and technical safeguards to prevent: (A) the destruction, loss, or alteration of Applicant data; and (B) the unauthorized access to, or use or disclosure of, such data; and (ii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such data, all in compliance with applicable Laws and in accordance with good industry practice. All of the foregoing shall be no less rigorous than those safeguards and procedures maintained by Broker for its own data and information of a similar nature.

C Disaster Recovery. Broker will implement and maintain throughout the term of this Agreement disaster recovery and business continuity plans consistent with good industry practice (the “Disaster Recovery Plan”).

D Security Breach.

a. Broker shall notify HBUSA promptly upon its becoming aware of: (i) any unauthorized possession, use, or knowledge of data belonging to HBUSA and/or data relating to Loan Packages submitted to HBUSA (collectively, “HBUSA Data”) by any person, (ii) any attempt by any person to gain possession of HBUSA Data without authorization, or (iii) any attempt to use or acquire knowledge of any HBUSA Data without authorization (each, a “Security Breach”). In the event of a Security Breach or reasonably likely Security Breach, Broker shall notify the appropriate HBUSA personnel by telephone and e-mail within twenty four (24) hours and by a confirmatory written notice as soon as practicable (but in any event within two (2) business days) following discovery or notification of such actual or likely breach.

b. In the event of a Security Breach, Broker shall: (i) investigate the effects of any actual or likely Security Breach; (ii) provide HBUSA with a commercially reasonable remediation plan to address actual or likely Security Breach and prevent any further such incidents; (iii) execute the remediation plan to remediate the effects of such actual or likely Security Breach and prevent further such incidents; (iv) provide HBUSA with reasonable assurances that safeguards consistent with Broker’s obligations under the Agreement have been implemented; (v) cooperate with HBUSA to comply with Laws relating to unauthorized use or disclosure of data of the nature of HBUSA Data; and (vi) promptly take all reasonable actions necessary to prevent its reoccurrence.

c. Without limiting the foregoing, HBUSA shall make the final decision on notifying (including the contents of such notice) HBUSA's customers, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan. If a notification to HBUSA's customers is required under any Law or pursuant to any of HBUSA's policies and procedures, then notifications to all customers who are affected by the same event (as reasonably determined by HBUSA) shall be considered legally required.

d. Broker shall reimburse HBUSA for its internal and external costs associated with addressing and responding to any Security Breach due to Broker's acts or omissions, including: (i) preparation and mailing or other transmission of communications to customers, agents or others as HBUSA deems legally required or reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) fees and expenses associated with HBUSA's investigation of and response to such event; (v) costs for commercially reasonable credit reporting services; and (vi) court costs, reasonable fees and expenses of attorneys, accountants and other experts and all other reasonable fees and expenses of litigation or other proceedings.

E Audits. Broker shall maintain complete and accurate records pertaining to its performance under this Data Privacy and Security Addendum. HBUSA or its designee shall have the right upon reasonable notice to Broker, to audit and review Broker's practices and systems which pertain to Broker's performance and obligations to HBUSA. If an audit reveals that Broker was in material breach of the Addendum, Broker agrees to promptly reimburse HBUSA for the costs of the audit. Audits by HBUSA shall be conducted during Broker's business hours and upon reasonable notice to Broker and with no unreasonable disruption to Broker's business activities, subject to the requirements of any governmental authorities. Broker shall assist and cooperate fully with HBUSA and HBUSA's auditors as reasonably required to carry out the audits.