



Wholesale Broker Agreement

This Wholesale Broker Agreement (the "Agreement") is entered into as of the ____ day of _____, 20____ (the "Effective Date") between Union National Mortgage Co. ("UNM"), having its principal place of business at 8241 Dow Circle West, Strongsville, OH 44136 and _____ ("Broker"), having its principal place of business at (Address) _____, (City) _____, (State) _____, (Zip) _____.

Recitals

WHEREAS, Broker is in the business of originating one-to-four unit residential mortgage loans for brokering to wholesale lenders.

WHEREAS, from time to time, Broker may submit to UNM, for underwriting and funding by UNM, single family residential first and second lien mortgage loans that meet the wholesale broker program requirements for those mortgage loan programs offered by UNM.

WHEREAS, Broker agrees to submit such Loans to UNM, and UNM agrees to underwrite, approve and fund such Loans, in accordance with the terms and conditions set forth below and in the Online Broker Manual.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

Article 1 GENERAL

1.1 Definitions

- (a) "Loan" means 1-4, single family, residential, first and second lien mortgage loan(s).
- (b) "Applicant" means the consumer(s) applying for a Loan.
- (c) "Mortgage Loan Package" means, without limitation, the Applicant's Loan application and all the documents, information and reports necessary and required by UNM to determine an Applicant's eligibility for a Loan prior to making a decision whether to approve a Loan and any documents, information and reports necessary for UNM to fund a Loan in accordance with UNM's then existing wholesale broker program requirements, as may be changed from time to time.
- (d) "Wholesale broker program requirements" means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards, or any other requirements of UNM (as amended from time to time) in determining whether to accept, approve, underwrite, or fund a Loan, that are in effect at the time each Mortgage Loan Package is submitted to UNM.
- (e) "Applicable Law" means, without limitation, any federal, state or local law, ordinance, act, rule, regulations and interpreting comments, opinions or rulings, as amended, including applicable law for any governmental body or agency granting a license or authority to originate Loans.
- (f) "Online Broker Manual" means the Online Broker Manual UNM publishes on its secure website to inform Brokers of its policies procedures, guidelines, announcements and other broker communications, as may be amended from time to time.

1.2 Fidelity Bond, Errors and Omissions Insurance Policy, and Surety Bond. Broker shall obtain and maintain at its sole cost and expense a blanket fidelity bond in an amount acceptable to UNM. Broker shall obtain and maintain an errors and omissions insurance policy in an amount acceptable to UNM or in an amount required by applicable law. Broker shall also maintain a surety bond in an amount required by applicable law or the requirements of any governmental body or agency for licensure. Any such bonds or insurance policy shall provide for coverage of Broker and its employees, agents, independent contractors, licensees and other personnel.

1.3 Compliance With Conflict of Interest Policy and Wholesale Broker Program Requirements. Broker shall comply with UNM conflict of interest policy or requirements and disclose in writing to UNM and Applicant such information as may be required by UNM and applicable law, including, without limitation, the name, address, primary manager and participating or ownership interest that Broker has in any entity or service, regardless if such entity or service may or may not be providing products or services related to any Loan transaction contemplated hereunder. If prohibited by UNM or applicable law, Broker shall not maintain an ownership interest in any other entity providing real estate settlement services. Broker shall not use any such entity or service to provide products or services related to any Loan transaction contemplated hereunder unless approved in writing by UNM and in no event shall UNM's receipt of information from Broker related to any such entity constitute UNM approval of such entity or service. Further, Broker shall comply with any and all other applicable wholesale broker program requirements and this Agreement, including those requirements set forth in the Online Broker Manual.

1.4 Review of Broker. As may be required by UNM from time to time, Broker shall cooperate with and provide all information, documents and reports requested by UNM so that UNM may conduct a review of Broker and its operations. Such information, documents and reports may include, but shall not be limited to, financial reports (including the most recent financial statements of Broker audited or otherwise), copies of any required bonds or insurance coverages (including those which may be required by UNM herein), updated credit reports or background checks and copies of any licenses or approvals with applicable governmental body or other agency.

Article 2

WARRANTIES AND REPRESENTATIONS OF BROKER

2.1 Warranties and Representations Regarding the Broker. Broker represents, warrants and covenants to UNM that, with respect to itself, including each office or branch operated by Broker and any of its owners, directors, officers, employees, agents, independent contractors, licensees or other personnel originating Loans under Broker's license to originate Loans and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- (a) Broker is and shall continue to be a duly organized and validly existing entity and that it is in good standing under applicable law of the state of its organization.
- (b) Broker is duly licensed, registered or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. Broker shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement, including any and all mortgage loan originator licenses required under state S.A.F.E. Act laws and regulations. Broker shall submit copies of all licenses, registration or approvals to UNM upon execution of this Agreement and upon request by UNM.
- (c) Broker shall immediately notify UNM if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if Broker fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.

- (d) Notification of Action. Broker shall immediately notify UNM if any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker or its owners, directors, officers, employees or agents, including any formal or informal administrative or judicial action.
- (e) Broker has the requisite power and authority to execute and deliver this Agreement, and to originate Loans in accordance herewith, and Broker, will have done all acts necessary to approve the execution and delivery of this Agreement.
- (f) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement shall conflict with or result in a breach of, or constitute a default under any of Broker's organizational documents or any instrument or agreement to which Broker is a party, or by which it or its properties may be bound, nor be in violation of any law, rule, regulation, governmental decree, order or ruling as to which Broker may be bound.
- (g) No consent, waiver or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement or any other agreement, instrument or document to be executed or delivered in connection herewith or pursuant hereto.
- (h) There is no pending or threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation, against Broker or its current or former owners, officers, directors, employees, representatives and agents that would prevent the execution, delivery, and performance by Broker of its obligations under this Agreement or which could have a material adverse affect upon Broker's business, assets, financial condition or reputation or upon any Mortgage Loan Package submitted to UNM.
- (i) Broker is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Broker to perform its obligations under this Agreement.
- (j) Broker has not entered into any agreement, commitment or understanding and has no plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise.
- (k) This Agreement, when duly executed by the Broker and UNM, shall represent a legal, valid and binding obligation of the Broker, enforceable against the Broker, including its officers, directors, employees, representatives, and agents enforceable in accordance with its terms.
- (l) All information, reports or other documents submitted by Broker to UNM in connection with UNM's review and approval of Broker continues to be true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.
- (m) No representation, warranty or written statement made by Broker in connection with this Agreement or in any Mortgage Loan Package or any document submitted to UNM in connection with the transactions contemplated hereby by Broker contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.
- (n) Broker shall make prompt, timely, full, accurate, and truthful disclosures to UNM of all facts, information and documentation of which Broker may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, security or enforceability of any Loans submitted to UNM hereunder, including all facts, information

and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the Applicant, the property, or Loans, as well as all facts, information and documentation relating to the Applicant, their creditworthiness or the value or condition of the property.

- (o) Broker shall not use UNM's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials without the express prior written consent of UNM.
- (p) Broker has entered into a written origination agreement with each Applicant if required by applicable law and disclosed all information to Applicant as required by applicable law, including all compensation to be paid to Broker.
- (q) Each Loan Originator employed by or affiliated with Broker is qualified or licensed as required by applicable law to transact business in each state where property securing a Loan is located.
- (r) Broker and each Loan Originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws, ordinances, regulations, and any federal, interagency or state guidelines applicable to it and the operation of its business, including, but not limited to, RESPA, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act, and all regulations and interpretive rulings promulgated under each such law, as each may be amended from time to time.
- (s) Broker agrees to comply with all federal and state restrictions and requirements and any requirements contained in the Online Broker Manual in connection with any appraisal that is part of a Mortgage Loan Package including but not limited to the Home Valuation Code of Conduct (if applicable), FHA requirements/restrictions, Fannie Mae requirements/restrictions, or Freddie Mac requirements/restrictions, and any other related guidelines issued by any governmental or quasi-governmental bodies related to appraisals.
- (t) Broker agrees to notify UNM, in writing, of the termination or resignation of any loan officer employed or working on behalf of Broker within ten (10) days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates applicable law.

Article 3 **REMEDIES**

3.1 **Repurchase and Indemnification.** Upon the occurrence of any Repurchase Obligation (as defined below), Broker shall be obligated to repurchase the related Loan and indemnify UNM for such related Loans(s) in accordance with the terms and conditions contained herein. At UNM's sole option, UNM shall have the right to require Broker to (i) repurchase the related Loan, (ii) indemnify UNM for such related Loan or (iii) enter into an Indemnification Agreement (as defined below) in lieu of repurchasing the related Loan, in any case, in accordance with the terms and conditions contained herein. UNM's prior knowledge of any fact, at any time, concerning the Loan, or any delay by UNM in making demand or request for repurchase or indemnification hereunder, shall neither impair UNM's rights nor constitute a waiver of Broker's obligations hereunder.

3.2 **Repurchase Obligations.** An occurrence of any of the following shall be considered a "Repurchase Obligation":

- (a) UNM determines that Broker failed to observe or perform or has breached or breaches, or it has been alleged that Broker has breached, any of the representations, warranties, covenants or agreements contained in this Agreement or UNM requirements with respect to the Loan.
- (b) UNM determines the Loan does not comply with applicable law.

- (c) UNM receives a repurchase notification from any third party investor.
- (d) UNM determines that Broker has been materially negligent in conducting its duties or responsibilities under this Agreement with respect to the Loan.
- (e) UNM determines that the Mortgage Loan Package contains evidence of fraud or misrepresentation, including the appraised value of the property.
- (f) UNM determines that the Mortgage Loan Package contains evidence of any third party fraud or misrepresentation with respect to the Loan.
- (g) Early Payment Default. In the event that the first (1) scheduled Monthly Payment which is due after funding of the Loan by UNM is not made to UNM, its successors or assigns, within thirty (30) days of the related Due Date (defined as the day of the month on which the monthly payment is due on a Loan, exclusive of any days of grace), the Loan will be considered an “Early Payment Default” and any service release premium, yield spread premium and volume incentive paid by UNM to Broker will be reimbursed by Broker within ten (10) days after notice by UNM that the Loan is considered an Early Payment Default. Said payment by Broker to UNM shall not relieve Broker of its Repurchase Obligation herein.

3.3 Request for Repurchase; Repurchase Price; Repurchase Procedures.]

- (a) Request for Repurchase. In the event of an occurrence of any Repurchase Obligation, upon the request of UNM, Broker hereby agrees to repurchase the related Loan (or, if the related Loan has been foreclosed, to repurchase the related property) within ten (10) days after UNM’s written request therefore for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term “foreclosure” shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the property.
- (b) Repurchase Price. The repurchase price for any Loan which UNM has requested Broker to repurchase (the “Repurchase Price”) shall be an amount equal to the sum of (i) the current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed), (ii) accrued but unpaid interest on such principal balance at the Note rate from the paid-to date of the Loan through and including the last day of the month in which the Repurchase Price is paid, (iii) all costs and expenses, including without limitation, reasonable attorneys’ fees and expenses, incurred by UNM as a result of Broker’s breach of this Agreement or enforcing the terms of this Agreement or Broker’s obligation to repurchase the Loan, (iv) any premium paid by UNM in excess of the principal balance of the Loan at the time of purchase (excluding the service release premium) if UNM has not sold the Loan at the time of Broker’s repurchase or if UNM has sold the Loan and it is required to reimburse the purchaser, the premium that the purchaser paid to UNM, (v) any unreimbursed advances made by UNM, including without limitation taxes or insurance or payments authorized by the Note or the Mortgage or applicable law to protect UNM’s interest in the Loan or related property and (vi) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by UNM with respect to the Loan that have not been applied to the unpaid principal balance; and (ii) if the Loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by UNM net of all advances, costs and expenses, including but not limited to reasonable attorneys’ fees and expenses, incurred by UNM in connection with such sale.
- (c) Repurchase Procedures. UNM maintains detailed repurchase procedures that Broker must adhere to. Broker should consult the Online Broker Manual to ensure that it complies with all repurchase procedures set forth therein.
- (d) Effect of Foreclosure. It is agreed by the parties that Broker’s Repurchase Obligation with

respect to a Loan shall not be obviated by the fact that the property securing the Loan has been foreclosed upon and said property has been acquired by UNM or a third party, it being understood that Broker's Repurchase Obligation encompasses the repurchase of the property from UNM if UNM has acquired the property, or, if a third party has acquired the property, reimbursing UNM as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by UNM its successors or assigns any related party at a foreclosure sale of any Loan affect in any way the rights and remedies of UNM or the obligations of Broker under this Agreement, including, without limitation, the obligations of Broker to repurchase and indemnify UNM as provided herein.

Article 4 **INDEMNIFICATION**

4.1 **Indemnification.** Broker hereby agrees to protect, indemnify and hold UNM and its officers, directors, employees, agents, shareholders, affiliates and representatives harmless from and against any and all losses, liabilities, costs, and expenses, (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representatives of or on behalf of a class or interested group, or any governmental body, agency, department or commission having jurisdiction pursuant to any applicable law or the settlement or compromise of any of the foregoing relating to, arising out of or in connection with Broker's breach or alleged breach of any representation, warranty or covenant contained herein.

4.2 **Indemnification Agreement in lieu of Repurchase.** At UNM's sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, UNM may require the Broker to enter into a written indemnification agreement in a form acceptable to UNM (the "Indemnification Agreement") which requires the Broker to indemnify UNM, including, without limitation, reimbursing UNM for any losses incurred by UNM as a result of such Repurchase Obligation with respect to the related Loan.

4.3 **Indemnification for Reporting.** Broker understands and acknowledges that UNM may report information about any Mortgage Loan Package that UNM believes to contain misrepresentations or violates applicable law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD or any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX") or any cooperative industry database. Broker acknowledges that Broker and any owner, officer, agent or employee may be named as the originating entity or loan originator on any such Loan. Broker acknowledges the importance of UNM's right and necessity to disclose such information. Broker, for itself and its directors, officers and employees and their respective successors or assigns and Mortgage Asset Research Institute, Inc., indemnifies and holds UNM and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber or any governmental body or agency of any information submitted by UNM with respect to Broker and any owner, officer, agent or employee to any mortgage industry database, including MIDEX.

4.4 **Right of Offset.** In addition to any other rights and remedies available to UNM, including, without limitation, the rights and remedies of UNM under this Agreement, UNM shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by UNM to or for the credit of the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and UNM or between Broker

and any of UNM's parent entities, subsidiaries or affiliates, irrespective of whether or not UNM shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker and UNM and the extent of such obligations and liabilities shall be made by UNM in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from Broker to UNM.

Article 5 **TERMINATION**

5.1 **Termination.** Either party may terminate this Agreement at any time with or without cause, which termination shall be effective immediately upon the other party's receipt of written notice thereof. At UNM's sole discretion, it may complete underwriting of any Mortgage Loan Package submitted by Broker prior to the date of termination and shall approve or reject funding of such Loans in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Broker's representations and warranties) shall survive any termination of this Agreement and shall remain in full force and effect with respect to each Loan brokered to or funded by UNM prior to the effective date of such termination, for so long as there is outstanding principal or interest due UNM or UNM's assignee on the related Note, or until such time as UNM's interest or assignee's interest in such Note has been completely liquidated. In the event UNM sells or transfers the Loan, the provisions and obligations contained in this Agreement (including without limitation all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.

Article 6 **MISCELLANEOUS**

6.1 **Loan Originators.** Broker shall notify UNM in the event Broker intends to originate Loans through multiple locations or branches or by multiple loan originators. Broker agrees to provide UNM with such information as UNM may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Broker shall be liable for the acts and omissions of its officers, employees and agents, including, without limitation, its loan originators.

6.2 **Early Payoff.** If a Loan funded by UNM is repaid in full within one-hundred eighty (180) days immediately following the closing of such Loan, Broker shall reimburse UNM the amount of any premium or fee that was paid to Broker by UNM in connection with the Loan, less the amount of any prepayment penalty actually collected by UNM or its designee in connection with the payment in full of the Loan. Broker shall reimburse UNM within ten (10) days after notice of early payoff.

6.3 **Relationship of the Parties.** UNM and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than UNM and Broker, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture or agency relationship between UNM and Broker and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

6.4 **Non-Exclusive Arrangement.** This is a non-exclusive agreement and Broker shall not be obligated to submit any or all loans that it brokers to UNM.

6.5 **Cooperation.** The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation

shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement. Broker shall use its best efforts to obtain any necessary correction to any documents related to the Loan, upon request by UNM.

6.6 Notices. Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return facsimile with a copy sent by first class mail), or personally delivered, addressed to the respective party at the address or facsimile number set forth below:

If to UNM:	If to Broker:
Union National Mortgage Co.	Attn: _____
8241 Dow Circle West	Address: _____
Strongsville, Ohio 44136	City/State/Zip: _____
Attn: Broker Approval Department	Telephone: _____
Telephone: 440-238-2525	Facsimile: _____
Facsimile: 440-238-3606	Email: _____

Each party shall promptly provide written notice to the other of a change in its address, telephone number, facsimile number or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or the third business day after mailing, whichever is earlier.

6.7 Communications with Broker. Broker acknowledges and agrees that UNM may communicate with Broker and provide Broker with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail, and facsimile. To the extent UNM is required by applicable law to obtain Broker's prior consent to receive such communications from UNM via any such means, Broker hereby grants UNM such prior consent for any such applicable law and UNM shall not be required to obtain any additional consents from Broker.

6.8 Due Diligence and Information Related to Broker. Broker acknowledges and agrees that any information obtained by UNM from Broker or otherwise in connection with UNM's review and approval of Broker or any Loan submitted to UNM for funding may be provided by UNM to any of its parent entities, subsidiaries or affiliates, if permitted by applicable law. With respect to any information related to a Loan submitted to UNM for funding, Broker expressly consents to the release of such information by UNM to its parent entities, subsidiaries or affiliates which may have a need to know such information. Further, any other information provided by Broker to UNM in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

6.9 Confidentiality. Broker hereby agrees that the terms and conditions of this Agreement, shall be kept confidential and their contents shall not be divulged to any party without UNM's express prior written consent. The obligations under this section are continuing and shall survive any termination of this Agreement.

- (a) Broker shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of Broker. Broker shall restrict the disclosure of

Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. Broker shall only use Confidential Information in connection with the purposes of this Agreement.

- (b) "Confidential Information" is defined to include all information supplied to Broker by, or at the direction of UNM, including any list of entities that are precluded from participating in UNM's Wholesale Broker Program programs to varying degrees, to include, but not limited to, any "Exclusionary List," all information, data, and material prepared for, or at the direction of UNM, any information relating to Applicants (past, current and prospective), the Loans, this Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.
- (c) Upon the termination of this Agreement and without further request from UNM, Broker shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at UNM's direction to Broker or any designee of the Broker, relating to any information used to determine the eligibility of any person or entity for lending purposes by UNM or any designee of UNM. Any other Confidential Information shall be returned to UNM within ten (10) days of request by UNM, except that Broker may retain one copy of certain Applicant information if required by applicable law.
- (d) Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of Broker or anyone acting for, or at the direction of, Broker, then Broker shall promptly advise UNM, in writing. In addition, it shall provide UNM by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Broker's control. Broker shall not disclose any information voluntarily in such circumstances and shall, if requested by UNM take appropriate action to protect the confidentiality of such information including, but not limited to, at UNM's expense, seeking a protective order of a court of competent jurisdiction.
- (e) Broker shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Broker represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. Broker will advise UNM of all of its procedures designed to safeguard Confidential Information. UNM may request additional security procedures be implemented and if so requested, Broker shall undertake such steps promptly.
- (f) Broker shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.
- (g) Broker recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to UNM in this Agreement, UNM shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or

temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

6.10 Modifications and Amendments to Agreement. UNM may modify or amend the terms and conditions of this Agreement from time to time and provide a copy to Broker of any modification or amendment. Such modification or amendment shall immediately become a part of this Agreement and Broker shall be bound by such modification or amendment without further need for acknowledgement or signature by Broker. Submission of a Mortgage Loan Package by Broker to UNM after the effective date of such modification or amendment is deemed acceptance of the modification or amendment by Broker with respect to each Loan.

6.11 Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

6.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Broker may not transfer or assign any of its obligations, rights or interests under this Agreement without the express prior written consent of UNM and any attempted or purported assignment without such consent shall be null and void.

6.13 Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.14 Attorneys' Fees. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, UNM shall be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any other relief to which UNM may be entitled.

6.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.

6.16 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Ohio, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the federal or state courts located in the County of Cuyahoga, State of Ohio.

6.17 Entire Agreement. This Agreement, along with the Broker Commitment to Union National Mortgage Co. Wholesale Fair and Responsible Lending and "Zero Tolerance" Mortgage Fraud Policy and the Online Broker Manual, which are incorporated herein in their entirety, are the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and all oral and written correspondence relating to the subject matter hereof, and any previous agreements entered into between Broker and UNM, are superseded by this Agreement. The section headings of this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

6.18 **WAIVER OF JURY TRIAL. UNM and Broker hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement and any other document or agreement contemplated or to be executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for UNM to enter into this Agreement.**

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

UNION NATIONAL MORTGAGE CO.

By: _____

Name: _____

Title: _____

BROKER – BROKER OF RECORD

By (SIGNATURE)

Name (PRINT):

Title: _____

BROKER – OWNER (IF DIFFERENT THAN
BROKER OF RECORD)

By (SIGNATURE)

Name (PRINT):

Title: _____