



**HIGHTECHLENDING**  
THE NEW WORLD OF MORTGAGE BANKING

Please Mail **ORIGINAL** Application to:

HighTechLending, Inc.  
Attention: Broker Eligibility Dept.  
2030 Main Street, Suite 350  
Irvine, CA 92660  
(866) 714-2040

**Wholesale Broker Package  
Instruction Sheet**

<http://www.hightechlending.com>

**Any Questions? Please email: [brokerdesk@hightechlending.com](mailto:brokerdesk@hightechlending.com)**

How did you hear about HighTechLending, Inc.?

- Trade Show
- National Mortgage News
- Other \_\_\_\_\_
- Scotsman Guide
- Origination News

- Mortgage Broker Application and Agreement** - Page 5 "Release of Authorization" must be signed by an authorized person. All pages must be initialed. Corporate Resolution must be executed. No interlineation allowed. Any changes in the agreement will lead to the rejection of the application.
- Copies of all applicable State licenses.**
- Year-to-Date Balance Sheet, Profit (Loss) Statement and QC Policies/Procedures.**
- IRS Form W-9 Statement** - Must be completed, signed and dated by a corporate officer, member, partner - whichever may apply. If sole proprietorship, must be completed, signed and dated by the broker of record listed on the license.
- Loan Officer List** – All loan officers currently affiliated with your company. Please provide the loan officers' licensing information as well.

Has a HighTechLending, Inc. Account Executive contacted you?  Yes  No

If Yes, please list his/her name \_\_\_\_\_

Please  
Initial Here



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\_\_\_\_\_

Legal Name of Company: \_\_\_\_\_

Broker of Record Name: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_ Phone: \_\_\_\_\_

Doing Business As (DBA): \_\_\_\_\_

**NOTE: List ALL DBA's that the company has filed.**

Primary Business Street Address: \_\_\_\_\_

*(Please list EXACTLY as written on your license)*

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email (Broker of Record ONLY): \_\_\_\_\_

\_\_\_\_\_

Sole Proprietorship       Partnership       Limited Liability Company       Corporation

Tax ID Number: \_\_\_\_\_

**OR**

Social Security Number (**Required if Sole Proprietor**): \_\_\_\_\_

Organized under the laws of (state): \_\_\_\_\_ Date established: \_\_\_\_\_

Is this Firm a subsidiary of another Entity?       Yes       No

If yes, who is the parent company? \_\_\_\_\_

Institution Type:

Federally Chartered       State Chartered       Credit Union Charter

Financial Institution       Mortgage Banker

Mortgage Broker Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Name Title Percent Ownership Phone Email*

\_\_\_\_\_  
*Name Title Percent Ownership Phone Email*

\_\_\_\_\_  
*Name Title Percent Ownership Phone Email*



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\_\_\_\_\_  
Name Title Percent Ownership Phone Email

Attach a copy of all active licenses including the S.A.F.E. Act license and HUD approval letter, if applicable. For all states that do not require a license, include a copy of the company's business license. If your company is specifically exempt from state licensing indicate the state exempting citing.

State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____
State	Exact Company Name as listed on License	License No.	Date Issued	Exp. Date
_____	_____	_____	_____	_____



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State \_\_\_\_\_ Exact Company Name as listed on License \_\_\_\_\_ License No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Exp. Date \_\_\_\_\_

List all Branch Offices that you allow to do business with HighTechLending, Inc. If necessary, attach sheet listing additional branches.

Branch Manager: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Authorized Personnel to Approve Branch for Set Up:** \_\_\_\_\_  
Signature

Branch Manager: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Authorized Personnel to Approve Branch for Set Up:** \_\_\_\_\_  
Signature

Branch Manager: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Authorized Personnel to Approve Branch for Set Up:** \_\_\_\_\_  
Signature

Branch Manager: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Authorized Personnel to Approve Branch for Set Up:** \_\_\_\_\_  
Signature



- Does the Firm have any outstanding indemnifications?  
If "Yes", amount: \$ \_\_\_\_\_  Yes  No
- Has the Firm repurchased any loans or have any pending repurchases?  
If "Yes", amount: \$ \_\_\_\_\_  Yes  No
- Has the Firm had any serious findings in any audit, examination, or investigation?  Yes  No
- Has the Firm or its Principals or Licensee ever had its real estate/lending license revoked, suspended, or denied?  Yes  No
- Has the Firm or its Principals filed bankruptcy or been involved with any entity that has filed bankruptcy within the last 5 years?  Yes  No
- Has the Firm or its Licensee had any complaints filed against it within the last 2 years? (Complaints or findings by MARI, State or Federal Agencies, etc.)  Yes  No
- Are there any outstanding or pending litigation, claims, contingencies, judgments, liens or tax delinquencies?  Yes  No
- Has the Firm ever been suspended, placed on limited participation or terminated by an investor, lender, or agency?  Yes  No
- Has the Firm, its Principals, or Affiliate Entities ever applied to do business with HighTechLending, Inc.?  Yes  No
- Is loan Processing performed by Contract Processor(s)?  Yes  No
- Does Broker utilize a Broker Controlled or Owned Escrow Company?  Yes  No

**Note: If "Yes" to any of the above questions, please attach a detailed explanation**

I hereby consent to a review and confirmation of myself as to my moral character, professional and financial reputation and standing, fitness as a mortgage broker/originator, and such other information as may be received during the review and confirmation to be provided to HighTechLending, Inc., hereinafter "Mortgage Lender." In addition, I hereby consent to a review and confirmation on the above Business as to the business' professional and financial reputation and standing, and such other information, such as background checks on all my affiliated loan officers, as may be received during the review and confirmation to be provided to HighTechLending, Inc., hereinafter "Mortgage Lender." Every firm, company, governmental agency, court, association or institution having control of any documents, records and other information pertaining to me or the above Business is hereby authorized and requested to furnish, allow to be copied or otherwise provide, information of the kind described above, to the Mortgage Lender, or its representatives, conducting the review and confirmation (hereinafter "Company"). This authorization and request includes, but is not limited to, documents, records or files regarding any charges or complaints filed against me, including any complaints erased by law, whether formal or informal, pending or closed. I specifically authorize and request consumer credit reporting agencies to provide my personal credit history to Company from time to time at Mortgage Lender's request and in its sole discretion. I also understand criminal records may be requested; and, I authorize their release. A photocopy of this authorization shall be as valid as the original.

In consideration of the time and expense incurred in reviewing and evaluating the application and qualifications of the above Business and me as to our fitness as a mortgage broker/originator for Mortgage Lender and to facilitate the providing of information for the review and confirmation by Company, on behalf of myself and the Business, I hereby release, discharge, exonerate and covenant not to sue any person, company or governmental organization providing information in the review and confirmation, any recipient of information, including Mortgage Lender, and Company, its parent, sister and affiliate companies and its and their officers, agents, employees and independent contractors, from any and all liability of every nature and kind arising from or in connection with the furnishing of information, the inspection of documents, records, and other information, and the preparation of the review and confirmation of the information provided to Mortgage Lender.

The undersigned declares that the statements set forth herein are true and complete. The undersigned hereby authorizes HighTechLending, Inc. to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the Business as part of its approval process. The undersigned hereby releases, discharges, exonerates and covenants not to sue any person or entity providing information to HighTechLending, Inc. in connection with this application, and any recipient of such information, including HighTechLending,



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Inc. or its representatives, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt, and review of such information.

Company Name: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signor: \_\_\_\_\_

Agency Approvals (*Applicable:*  Yes  No)

Approved	Approval/Identification #	Date Approved	Currently Approved
Fannie Mae®			<input type="checkbox"/> Yes <input type="checkbox"/> No
Freddie Mac®			<input type="checkbox"/> Yes <input type="checkbox"/> No
FHA - Correspondent or Lender? C: <input type="checkbox"/> L: <input type="checkbox"/>			<input type="checkbox"/> Yes <input type="checkbox"/> No
VA - LAPP Approved? Y: <input type="checkbox"/> N: <input type="checkbox"/>			<input type="checkbox"/> Yes <input type="checkbox"/> No

#Loans: _____ \$Volume: _____	Conforming _____%	Originations from
Year-to-Date-as of	Alt-A _____%	3rd Parties _____%
#Loans: _____ \$Volume: _____	Government _____%	Retail _____%
12-Month Production Estimate	HELOC _____%	Originations _____%
#Loans: _____ \$Volume: _____	Alt-A Jumbo _____%	TOTAL _____%
	Non-Conforming _____%	Purchase _____%
	Construction _____%	Refinance _____%
	Seconds _____%	TOTAL _____%
	Jumbo A _____%	
	TOTAL 100%	

Investor / Lender and Mortgage Insurance Companies References:

(List at least two investors/lenders/MI companies with whom you are currently doing business.)

Company	Contact Person	Telephone

Warehouse Line Information (*Applicable:*  Yes  No)

Warehouse Lender	Contact Person	Commitment Amt.	Telephone




This Broker Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HighTechLending, Inc. ("HTL"), a California Corporation, with its principal place of business at 2030 Main Street, Suite 350, Irvine, CA, 92660 and

\_\_\_\_\_  
*Legal Name of Company/Broker of Record Name*

\_\_\_\_\_  
*and DBA, if applicable*

**WHEREAS**, HighTechLending, Inc. is in the business of accepting from mortgage brokers fully processed applications (which include all documents relating to the application) (each an "Application") for residential loans secured by first or second deeds of trusts or mortgages encumbering one-to-four unit residential properties ("Mortgage Loans"), and Broker is in the business of originating, processing, and pre-underwriting Mortgage Loans.

**WHEREAS**, Broker desires to submit to HighTechLending, Inc., from time to time, on a non-exclusive basis, Applications for Mortgage Loans to be underwritten closed and funded by HighTechLending, Inc. in HighTechLending, Inc. name, all in accordance with the terms of this Agreement.

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

**Section 1.1 Taking and Delivery of Mortgage Applications**

(a) HighTechLending, Inc. hereby authorizes Broker to take mortgage applications based on HighTechLending, Inc. program and pricing information contained in HighTechLending, Inc. Underwriting Matrix ("the Matrix") and HighTechLending, Inc. Underwriting Guidelines ("the Guide") that are incorporated into this Agreement by this reference and are subject to change by HighTechLending, Inc. from time to time, in its sole and absolute discretion and without notice to Broker. Broker shall comply with the Matrix and Guide in connection with each Mortgage Loan brokered to HighTechLending, Inc. hereunder. Broker understands that Lender intends to sell or securitize closed loans to/with institutional investors, and Broker agrees to deliver mortgage applications to Lender that are taken by Broker in accordance with HighTechLending, Inc.' mortgage application specifications.



(b) In addition to taking the information from Borrower and filling out the application, Broker shall perform services including, but not limited to, all of the following:

- (i) Analyzing prospective Borrower's income and debt and pre-qualifying the prospective Borrower to determine the maximum Mortgage Loan that the prospective Borrower can afford.
- (ii) Educating the prospective Borrower in the home buying and financing process, advising the Borrower about the different types of loan products available and demonstrating how closing costs and monthly payments would vary under each product.
- (iii) Collecting financial information (tax returns, bank statements, etc.) and other related documents that are part of the application process.
- (iv) Initiating and ordering VOsEs (verifications of employment) and VODs (verifications of deposits).
- (v) Initiating and ordering requests for mortgage and other loan verifications.
- (vi) Initiating and ordering inspections or engineering reports.
- (vii) Providing all initial disclosures (Truth in Lending Disclosure Statement, Good Faith Estimate, etc.) to prospective Borrowers.
- (viii) Assisting prospective Borrowers in understanding and clearing credit problems. All letters of explanation must be written by the borrower(s).
- (ix) Maintaining regular contact with prospective Borrowers, real estate agents (if applicable), and HighTechLending, Inc., between application and closing, to apprise borrowers of the status of the application and to gather any additional information as needed.
- (x) Ordering legal documents (i.e. preliminary title reports and commitments).
- (xi) Opening escrows, as permitted by HighTechLending, Inc. (*May not use broker owned or affiliated escrow companies.*)
- (xii) Participating in the loan closing.

(c) Upon HighTechLending, Inc. receipt of a loan application from Broker with all supporting documentation and preliminary underwriting package, HighTechLending, Inc. shall underwrite the loan application and determine, in its sole and absolute discretion, whether the related Mortgage Loan is eligible for funding by HighTechLending, Inc. If HighTechLending, Inc. approves the loan application; HighTechLending, Inc. shall handle the closing and funding of the related Mortgage Loan. Broker shall have no right, power or authority, express or implied, to approve a loan application on behalf of HighTechLending, Inc.

### **Section 1.2 Broker Fees**

For all transactions wherein HighTechLending, Inc. acts as mortgage banker, herein defined as providing direct funding via bank or warehouse line(s) of credit, in the HighTechLending, Inc. name, if and as permissible under applicable federal and state law, Broker shall be entitled to negotiate with and receive exclusively from the mortgagors a reasonable broker fee for its services; provided, however, that (i) such



broker fee does not exceed the fee, or range of fees, that is typical for the type and amount of the Mortgage Loan applied for in Broker's market area, (ii) if required by applicable law, such fees shall be imposed pursuant to a duly executed written agreement between the Broker and its mortgagors and (iii) all compensation paid to Broker in connection with each Mortgage Loan shall be disclosed on the Good Faith Estimate of Closing Costs and the HUD-1 Settlement Statement in accordance with applicable law. Broker cannot accept compensation, directly or indirectly, from other sources, including HTL, on a residential mortgage transaction. Broker shall adhere to TILA and its Reg Z rules on loan originator compensation.

Broker represents and warrants to HighTechLending, Inc. (as of both the date hereof and the date that each Mortgage Loan is brokered to HighTechLending, Inc. hereunder) as follows:

**Section 2.1 General Representations and Warranties of Broker**

Broker is duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite organizational power, authority and capacity to carry on its business as it is now being conducted, to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly and validly executed and delivered by Broker and is a valid and legally binding agreement of Broker, enforceable against Broker in accordance with its terms, subject to bankruptcy, moratorium and similar laws and the discretion of a court to grant specific performance. The execution, delivery and performance by Broker of this Agreement does not violate or breach (a) Broker's organizational documents, (b) any material agreement to which Broker is subject or (c) any law, rule, regulation, order, judgment or decree to which Broker or its property is subject. In addition, Broker expressly acknowledges, certifies, represents and warrants that he/she/it compensates all sales-force employees as employees (a.k.a. "W2") and not as independent contractors (a.k.a. "1099"). In addition, Broker acknowledges, understands and accepts that, as a Broker sponsored by HTL to conduct Federal Housing Administration ("FHA") business, Broker is required to employ trained, competent personnel, who are under the direct supervision and control of Broker, where the individuals are exclusively employed by Broker, in the mortgage lending and real estate fields. As detailed in the Department of Housing and Urban Development ("HUD") Handbook 4060.1 sections 2-9G and 2-11D, states that any company's employees conducting and engaged in FHA lending's cannot have other employment in mortgage lending, real estate, or a related field. During normal business hours, Broker's employees who are involved with the FHA transactions may conduct only the business of Broker either full or part time. Broker's Employees may have other employment, including self-employment. However, the outside employment may not be in the mortgage lending, real estate, or related fields. Refer to HUD Handbook 4060.1 REV-2, paragraphs 2-9D, F, and G.

Broker and all its mortgage loan originators are properly licensed and in good standing under the federal S.A.F.E. Mortgage Licensing Act.

**Section 2.2 The Mortgage Loans**

(a) HighTechLending, Inc. and Investor Requirements: Each Mortgage Loan conforms to the specifications set forth by HighTechLending, Inc. in its guidelines and the Matrix, as amended by HighTechLending, Inc. from time to time with or without notice. Broker does not know of any circumstances or conditions that could be reasonably expected to cause HighTechLending, Inc. not to make the Mortgage Loan, cause any investor to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.





(b) No Defenses: The Mortgage Loan, when made by HighTechLending, Inc., will not be subject to any right of rescission, setoff, counterclaim or defense, including, without limitation, the defense of usury, as a result of any act, error or omission of Broker or of any other party of which Broker is aware.

(c) Compliance with Applicable Requirements: Broker has complied with any and all requirements of any federal, state or local law or regulation applicable to the Mortgage Loans, including, without limitation, laws and regulations relating to usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, fair credit reporting, fair lending, home mortgage disclosure and securities. Broker shall maintain and deliver to HighTechLending, Inc. upon HighTechLending, Inc. request evidence of compliance with all such requirements.

(d) Documents: Each document delivered to HighTechLending, Inc. in connection with each Mortgage Loan is genuine and has been duly executed. Broker shall promptly notify HighTechLending, Inc. if Broker knows or has reason to believe that any information in any mortgage application or other document delivered to HighTechLending, Inc. is untrue or misleading.

(e) Fair Lending: Broker is committed to serving the credit needs of the entire community in which it does business and Broker will not discriminate against any current or potential credit customers (“Applicants”) on the basis of any of the following characteristics: Race; Color; Religion; National Origin; Sex; Marital Status; Age; Fact that all or part of the Applicant’s income derives from any public assistance programs; Fact that the Applicant has in good faith exercised any right under the Consumer Protection Act or any similar state law designated by the Federal Reserve Board; Handicap; or Familial Status.

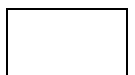
(f) Predatory Lending: Broker will not originate loans that fall under the umbrella of “predatory” or abusive lending and which have no tangible benefit to the borrower.

### **Section 2.3 Statements Made**

No representation, warranty or written statement made by Broker in this Agreement or in any other document furnished to HighTechLending, Inc. by Broker in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state any material fact necessary to make the statements contained herein or therein not misleading.

### **Section 2.4 Licenses**

Broker has, and shall maintain, all licenses, registrations, and notifications necessary to carry on its business as now being conducted, including all licenses, registrations, and notifications necessary to conduct the mortgage brokerage business contemplated by this Agreement, including the federal S.A.F.E. Mortgage Licensing Act registration. Broker is, unless otherwise exempt or no license is required, licensed or registered in each state in which: (i) any real property securing repayment of a Mortgage Loan is located; and (ii) engaged in the business of originating and brokering mortgage loans if the laws of such state require licensing or registration to engage in the business of originating and brokering mortgage loans. In each of these states, Broker has identified, registered, or licensed each of its loan officers or loan originators if required by each state. Broker covenants to maintain all licenses and registrations current with all applicable regulatory agencies. Broker further covenants to notify HighTechLending, Inc., immediately upon the suspension, revocation, expiration or other termination of any licenses or registrations, or the taking of any formal or informal administrative or judicial action by any such regulatory agency against Broker that could adversely affect Broker’s license’s or registrations.





**Section 3.1 Indemnification**

Broker shall indemnify and hold HighTechLending, Inc. and its affiliates, officers, directors, shareholders and agents harmless from and against, and shall reimburse it and them for any losses (including pair-off fees and loss of servicing rights), damages, deficiencies, claims, causes of action or expenses of any nature (including attorney's fees) incurred by HighTechLending, Inc. as a result of: (a) any breach of Broker's representations and warranties hereunder, or any misrepresentation by Broker contained in this Agreement or in any document furnished by Broker pursuant to this Agreement; (b) the non-fulfillment or non-performance of any of Broker's covenants or agreements hereunder; or (c) any fraud in the origination of any Mortgage Loan, whether or not as a result of any act or omission of Broker, or any employee, representative or any agent of Broker.

**Section 4.1 Termination**

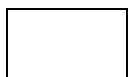
This Agreement may be terminated at any time (a) by the mutual written consent of Broker and HighTechLending, Inc.; or (b) by either party, without cause, upon 30 days written notice to the other party. The termination of this Agreement shall not release any party from liability for any breach hereof or misrepresentation hereunder prior to such termination.

**Section 4.2 No Personal Solicitation**

Broker hereby represents, warrants, and covenants that it will not take any action or cause any action to be taken by any party working on its behalf, to personally, by telephone, mail, email or any other means solicit the prepayment of any Mortgage Loan by any mortgagor, in whole or in part for the first 90 day period to commence upon the funding of the mortgage transaction. If Broker violates this representation, warranty, and covenant, HighTechLending, Inc. will be entitled to seek injunctive relief against Broker, in addition to any other remedies or damages available. Broker agrees that neither it nor its affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Mortgagors to parties other than HighTechLending, Inc. Notwithstanding any term or provision herein to the contrary, Broker may undertake promotions which are directed to the general public at large, or segments thereof, provided that no segment shall consist primarily of Borrowers to whom HighTechLending, Inc. has made Mortgage Loans, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements.

**Section 4.3 Broker's Costs and Expenses**

Broker shall, during the term of this Agreement, be responsible for and shall pay in full, costs and expenses directly or indirectly incurred in performing its duties hereunder. Due to the rules and limitations imposed by TILA on loan originator compensation, Broker understands that it looks to the Mortgagee exclusively for all compensation and settlement service expense. Broker shall be liable for all costs, expenses and fees incurred for, including but not limited to, appraisals, if requested by HighTechLending, Inc., and credit reports ordered on any loan applicants solicited by Broker if such costs, expenses or fees are not paid by the Loan applicant. Broker acknowledges, certifies and understands that certain ancillary costs, such as appraisal verification, Broker Price Opinions, Automated-Valuation Models and/or Appraisal Desk/Field Reviews as well as certain Credit Report costs, are necessary and required in certain instances.





#### **Section 4.4 Repurchase Obligations**

A funded loan that contains any data submitted by broker in support of mortgage application, or pursuant to a request for funding by broker that is materially false or fraudulently obtained whether obtained by broker, he/she/its agents or assigns, employees, any borrower, vendor or any other party in the loan process shall be deemed a mandatory repurchase. Customer shall effectuate within thirty (30) days of written notice, any repurchase of a mortgage loan required by HighTechLending, Inc. in accordance with the terms and conditions herein. The Repurchase Price is described in Section 4.5, below.

#### **Section 4.5 Repurchase Price**

The sum of outstanding principal balance, accrued interest at the mortgage rate from the date to which interest was last paid, costs of servicing, costs of foreclosure and/or foreclosure procedures, if any, attorneys' fees, collection fees and interest on total sum.

#### **Section 4.6 Premium Recapture or Early Payoff**

If loan-pays off during the first one-hundred and twenty (120) days after loan funds, HighTechLending, Inc. will be entitled to seek injunctive relief against Broker and a refund of any compensation or fees Broker received in connection with the Mortgage Loan, in addition to any other remedies or damages available. Broker agrees that neither it nor its affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Mortgagors to parties other than HighTechLending, Inc. Notwithstanding any term or provision herein to the contrary, Broker may undertake promotions which are directed to the general public at large, or segments thereof, provided that no segment shall consist primarily of Borrowers to whom HighTechLending, Inc. has made Mortgage Loans, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements.

#### **Section 4.7 Exceptions**

Specific loan underwriting guidelines are set forth in the Guide. For loans that vary from standard guidelines, HighTechLending, Inc. reserves the right to purchase the loans under individual loan exception requests. The charge for a loan exception varies and will be disclosed to you prior to drawing loan documents.

#### **Section 4.8 Confidentiality**

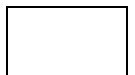
Broker shall, and shall cause its affiliates, directors, officers, employees, agents and representatives (collectively, "Broker's Representatives") to, hold in confidence and not disclose to any third party without HighTechLending, Inc., prior written consent, all information relating to HighTechLending, Inc. received by Broker and/or Broker's Representatives in connection with the transactions contemplated herein including, without limitation, the terms and conditions of Broker's agreement with HighTechLending, Inc., but other than information (a) received by Broker or Broker's Representatives on a non-confidential basis from a third party having a right to make such disclosure; (b) that is or becomes generally available to the public (except as a result of a disclosure in violation of this Agreement); or (c) that is required to be disclosed by law, regulatory or judicial process.

#### **Section 4.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

#### **Section 4.10 Entire Agreement; Waiver**

This Agreement and any commitment executed in connection herewith contain the entire agreement between the Parties and supersede all prior agreements relating to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of each party hereto.





Neither party's rights hereunder shall be waived other than by an express written waiver signed by the party against whom such waiver is sought to be enforced.

**Section 4.11 Section Headings**

The section and article headings contained in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

**Section 4.12 Notices**

All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile Transmission) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by telecopy; or (c) on the second subsequent business day, if sent by United States Express Mail or overnight courier, in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to HighTechLending, Inc. to:

HighTechLending, Inc.  
2030 Main Street, Suite 350  
Irvine, California 92660  
Attention: General Counsel

If to Broker to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4.13 Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, County of Orange without reference to the choice of law principles thereof.

**Section 4.14 Severability**

In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**Section 4.15 Successors and Assigns**

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Broker shall not delegate any duty hereunder, or assign this Agreement or any rights hereunder without the prior written consent of HighTechLending, Inc.

**Section 4.16 Relationship of Parties**

The relationship between the Parties is an independent contractor relationship, and Broker is not, and shall not represent to third Parties that it is acting as, an agent for and on behalf of HighTechLending, Inc.



#### **Section 4.17 No Third Party Beneficiaries**

Except as expressly provided herein, nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any person other than the Parties hereto and their respective successors and permitted assigns.

#### **Section 4.18 Marketing Materials**

By executing this Agreement, Broker agrees to receive and authorizes HighTechLending, Inc. to send to Broker, marketing materials including but not limited to rate sheets, by methods including but not limited to email and facsimile transmission, at the fax numbers and email addresses provided in this Agreement or any subsequent amendment thereto.

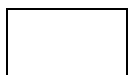


#### **Section 5.1 Use of HighTechLending, Inc., Pricing System (a.k.a. "Pricing Engine")**

System and Software: Subject to the terms and conditions of this Contract, HighTechLending, Inc. (hereinafter referred to as "HTL") grants to Broker (hereinafter referred to as "Customer") the non-exclusive, non-assignable right to use, during the term of this Contract (i) the electronic mortgage information and transaction system owned by HTL (the "System") as well as any other on-line system that HTL may offer and Customer may use, from time-to-time, and (ii) the System software, any updates and enhancements of such software which are made available by HTL to Customer, and all code and controls contained in the Web Site, as well as any subsequent code which may be written in any programming language (collectively, the "Software"), without change, along with any reports or other printouts generated by the Software in the course of its normal operation ("Output"), any documentation related to the Software, and any copies of the foregoing which Customer is permitted to make pursuant to the terms of this Contract and the *Guide*. Customer may only access the System using the Software via the internet through the HTL/B2B Web Site (the "Web Site"), and will cause to be entered into the System only data regarding existing mortgage loans sold to HTL, potential mortgage loans for which an application or an inquiry has been made to Customer by a potential borrower, subject to any limitations set forth in the *Guide*. Customer's use of the System is subject to all provisions of this Contract and all instructions as may be communicated by HTL from time to time in writing, including, without limitation, restrictions on the use of the System. Customer shall not: (a) decompile, disassemble, reverse engineer, or otherwise determine or attempt to determine source code for the executable code of the Software or any information, products or services obtained from the Web Site (collectively, the "Products"), (b) rent, lease, transfer, sell, publish, license, distribute or otherwise transfer any rights to the Products, except as expressly permitted by HTL; (c) modify, translate, enhance, maintain, or create derivative works based on the Products; (d) except to the extent necessary to use the System for the sole purpose set forth in this Contract, modify, copy, distribute, transmit, display, perform or reproduce the Products; (e) except to the extent otherwise provided in this Contract or consented to by HTL in writing, permit any third parties to use the System, either directly or through Customer; (f) use the System for any purpose other than the purpose for which HTL has developed the System; or (g) copy, download, or otherwise access the System software except as such operations are performed by the Software in the course of its normal operation.

#### **5.2 System Ownership**

Customer acknowledges that it has no ownership or other interest or license in the System or Software, except to the extent of the rights expressly granted herein. Title, ownership rights, and intellectual property rights (including all applicable rights to copyrights, trade secrets, patents, and trademarks) in and to the





System and Software and any modifications or enhancements made to the System or Software belong to and will remain with HTL.

### **5.3 Procedures for Customer's Use**

Customer hereby agrees that the Web Site shall be used by Customer's authorized employees only. HTL shall provide Customer access to the System as agreed upon herein. Customer shall be solely responsible for (i) preventing unauthorized use of the identification numbers and passwords, (ii) unauthorized use of the System in connection with Customer's identification numbers and passwords, and (iii) controlling access to the System and implementing effective security measures. HTL shall have no liability with respect to any such unauthorized use. Customer shall list Customer's authorized users as required by this Contract, and ensure that each individual identification number and password is used only by the person identified in the System. Customer will permit HTL to audit or review Customer's controls and procedures relating to the access and security of the System.

### **5.4 Customer's Obligation to Review System Input Daily**

Customer acknowledges and agrees that it will be solely responsible for reviewing on a daily basis the data it inputs into the System and for disputing inaccurate or erroneous data, and the actions Company takes based upon such inaccurate or erroneous data, within one business day of the date on which such data was input into the System by Customer. Customer agrees that HTL will have no liability whatsoever arising out of or related to inaccurate or erroneous data, which is not disputed within the time period set forth above.

### **5.5 Customer's Obligation to Submit Loans through the System**

Customer acknowledges and agrees that Customer must submit all mortgage loans to HTL through the System to the extent the System supports the applicable loan program and/or product. The loan programs and/or products supported by the System may be expanded or reduced from time to time and HTL will notify Customer of the new loan programs and/or products supported by the System as they change. All rate locks shall have no force or effect until received and confirmed by HTL's Rate Lock Desk via telephone or facsimile in accordance with the applicable terms set forth in this Contract and the *Guide*. Customer acknowledges that all rate locks are subject to changes if, upon review of the Data (as defined below), HTL determines, in its sole and absolute discretion, that the Data is incomplete or is not supported by the loan documents, or any other documents that HTL receives from Customer or otherwise obtains in connection with the Data verification process.

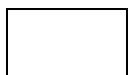
### **SIGNING INSTRUCTIONS:**

Corporation: *Both* broker of record and duly authorized corporate officer need to sign

Partnership: *Both* broker of record and *all* partners need to sign.

Sole Proprietorship: *Both* broker of record and sole owner need to sign.

**IN WITNESS WHEREOF**, each of the undersigned Parties has caused this Agreement to be executed by a duly authorized representative, all as of the date first above written.





**HIGHTECHLENDING**  
THE NEW WORLD OF MORTGAGE BANKING

“BROKER”

“HIGHTECHLENDING, INC.”

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

“OFFICER/PARTNER (S)/SOLE PROPRIETOR”

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

