

This Broker Agreement ("Agreement") is made and entered into by and between the undersigned "Broker" and Castle Mortgage Corporation, a Delaware corporation, d.b.a. Excelerate Capital¹ ("Lender"). This Agreement is effective as of the last date the Agreement is executed by the Broker or Lender ("Effective Date"). Pursuant to the terms of this Agreement, Lender authorizes Broker to submit mortgage loan applications and related documentation ("Loan Application") based on Lender's requirements, as amended from time to time at Lender's discretion.

ARTICLE I: BROKER'S DUTIES

- 1.1 Broker shall originate, prepare, and submit Loan Applications and related and supporting documentation in Broker's name, at its own offices, and through its own employees and agents. All Loan Applications must be originated by Broker. Broker may not submit third-party originations to Lender under this Agreement. Each employee, agent, or other person originating, preparing, or submitting Loan Applications, or offering or negotiating mortgage loan terms on behalf of Broker, must be properly licensed as required by law, or registered through the Nationwide Mortgage Licensing System and Registry (NMLS).
- 1.2 Broker shall submit Loan Applications to Lender in accordance with such loan programs, terms, and interest rates as Lender may establish and/or make available to Broker from time to time. Broker represents that Broker is familiar with and shall comply with Lender's policies, and all applicable federal, state and local laws, ordinances, rules, regulations, guidelines and other requirements pertaining to the mortgage banking industry, to the business of Lender, and to the origination, processing, underwriting, closing, and funding of mortgages, or other activities of Lender, including but not limited to the Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, Truth in Lending Act, Real Estate Settlement Procedures Act, USA PATRIOT Act, Home Mortgage Disclosure Act, Federal Trade Commission Act, Telemarketing and Consumer Fraud and Abuse Prevention Act, Fair Credit Reporting Act, Fair Housing Act, Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the "SAFE Act"), Dodd-Frank Wall Street Reform and Consumer Protection Act and all related regulations to the foregoing Acts, and all similar federal, state and local laws, rules, regulations and requirements, federal and state telemarketing and do-not-call laws, rules and regulations, and all applicable guidelines and requirements of the Consumer Financial Protection Bureau ("CFPB"), United States Department of Housing and Urban Development ("HUD"), Department of Veterans Affairs ("VA"), Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Government National Mortgage Association ("GNMA" or "Ginnie Mae"), United States Department of Agriculture ("USDA") and all other applicable agencies, investors and insurers (together, "Lender Policies" and all such applicable laws, rules, regulations, guidelines and other requirements are referred to herein as the "Applicable Requirements"), in each case as amended from time to time. Broker agrees to develop and maintain his/her knowledge and understanding of all such Applicable Requirements. For purposes of emphasis, and without limitation of the foregoing, for the entire term of this Agreement, Broker shall:
- (i) Not charge any consumer any fees in excess of that permitted under Applicable Requirements; and
 - (ii) Immediately report to Lender any lawsuits, complaints, investigations or other similar actions related to Broker's duties on behalf of Lender or which may potentially affect Broker's registration or licensing status or Broker's ability to perform its responsibilities for Lender.
- 1.3 Broker must have (i) a minimum of two (2) years mortgage lending experience and proven capacity to originate loans that conform to the Guidelines (defined below); (ii) at least two (2) acceptable lender references; (iii) at least one (1) acceptable banking relationship; and (iv) for HUD/FHA loans, a written quality control plan, which shall be reviewed by Lender.

¹ The "Lender" shall be Castle Mortgage Corporation, a Delaware corporation, except in states in which it has obtained the fictitious business name "Excelerate Capital".

- 1.4 Lender shall underwrite and approve or deny a Loan Application based upon Lender's rules, regulations, underwriting guidelines, and secondary market standards. This Agreement is not a commitment of Lender to extend credit to any applicant. Lender's determination of whether to approve or deny a Loan Application is final and conclusive. Any loan resulting from a Loan Application will be closed in Lender's name and Broker will assign the loan to Lender at the time of closing of the loan along with all right, title, and interest in and to the Loan Application.
- 1.5 Broker understands and agrees that Lender's loan documents are available only in English, and as such, Broker shall process and submit all Loan Applications in English.
- 1.6 Broker shall comply with all policies and procedures established by Lender, which may be updated from time to time. Any violation of Lender's policies or procedures shall be considered a material breach of this Agreement. Broker shall submit to Lender a Loan Application signed by applicant(s), and such credit, financial, and other information and documentation necessary for Lender to evaluate and underwrite the Loan Application. Broker shall assist Lender in obtaining any additional information as requested. Loan Applications submitted by Broker and accepted by Lender shall be deemed a "Brokered Loan." The date a Brokered Loan is funded shall be deemed to be the "Funding Date."
- 1.7 For each Loan Application Broker submits to Lender, Broker shall execute an affidavit/acknowledgement which shall contain, at minimum, the following Broker representations:
- Any and all loan applications previously submitted to another lender on behalf of applicant(s) has been (i) withdrawn by applicant(s), (ii) declined by the lender, or (iii) approved by lender and such approval not accepted by applicant(s).
- 1.8 In addition to originating, preparing, and submitting a Loan Application for each applicant, Broker shall maintain exclusive ongoing contact with and shall be responsible for all communications with any applicant from the time of origination until the Funding Date, including, without limitation, prompt delivery to applicant of any documents prepared by Lender and intended for delivery to such applicant. Broker shall also perform the customary duties of a mortgage broker, including without limitation: (i) analyzing applicant's income and indebtedness, verifying same, and determining the maximum loan the applicant can reasonably afford; (ii) educating applicant regarding the home purchase and financing process; (iii) collecting financial information and all other related documents; (iv) initiating and ordering verifications of employment, deposits, and other income, assets, and obligations of applicant; (v) initiating and ordering requests for mortgage and other loan verifications; (vi) initiating and ordering inspections, environmental reports, or engineering reports; (vii) initiating and ordering appraisals; (viii) assisting applicant in understanding and handling credit problems (including without limitation any required credit or housing counseling); (ix) ordering legal documents; (x) maintaining regular contact with applicant to keep applicant apprised of the application status and gather additional information as needed; (xi) providing and explaining Lender's loan documents and disclosures to applicant; and (xii) performing any other related services as Lender may reasonably request.
- 1.9 Broker shall immediately advise Lender in writing of any inquiry, complaint, or pending or threatened regulatory action to revoke or limit any license, permit, authorization, or approval issued or granted to Broker by any federal, state, or local government, or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would affect Broker's business or Broker's compliance with the terms, conditions, and obligations of this Agreement.
- 1.10 In the event Broker receives a letter, notice, or other writing ("Notice") from any federal, state, local government, quasi-governmental body, or any agency or instrumentality thereof, with respect to any Loan Application submitted to Lender, Broker shall advise Lender of such Notice and deliver a copy of the Notice to Lender within two (2) Business Days of Broker's receipt. "Business Day" means any day other than (a) a Saturday or a Sunday, (b) a legal holiday in the State of California, (c) a legal holiday in the State of New York, or (d) a day on which banks in the State of California and/or New York are authorized or obligated by law or executive order to be closed.

ARTICLE II: LENDER'S DUTIES

- 2.1 Lender shall provide lists of the programs and types of loans Lender will offer; such lists will include applicable interest rates, loan limits, loan-to-value ratios, points, and fees.
- 2.2 Upon receipt of a Loan Application from Broker, Lender shall determine whether the Loan Application meets the terms and requirements of available loan programs and Lender shall approve or deny the Loan Application at Lender's sole discretion. Loan Applications submitted to Lender will be underwritten in accordance with all laws, regulations, and standards, including but not limited to secondary market standards, as may be applicable. Nothing contained in this Agreement or verbal communications with Broker shall obligate Lender to approve or fund any Loan Application submitted by Broker.
- 2.3 Conditional approval of a Loan Application shall be made in writing and will cover only the specific Loan Application submitted by Broker for approval. Lender is under no obligation to accept any minimum number or percentage of Loan Applications, or any Loan Applications at all, from Broker.
- 2.4 Lender shall communicate to Broker, by telephone or in writing, Lender's approval or declination of each Loan Application. Lender expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying Loan Application. After consultation with applicant, Broker shall advise Lender of the applicant's acceptance or non-acceptance of such conditional offer.
- 2.5 Lender will not communicate directly with applicant(s), either by written or verbal communication, except as required by applicable federal, state, or local laws, as expressly permitted pursuant to this Agreement, or with consent of the Broker.
- 2.6 Lender shall pay Broker pursuant to the Lender's Broker Compensation Addendum to this Agreement, which is attached hereto and incorporated herein.

ARTICLE III: AUDITS & EXAMINATIONS

- 3.1 Broker understands that Lender is or may be subject to various laws, regulations, and/or secondary market investor requirements pursuant to which Lender must maintain ready access to accurate and current documents and information regarding mortgage brokers. Following the Probationary Period as defined in Section 3.8, periodic examinations may be performed by Lender and/or its agents and representatives to audit Broker's organization, policies, procedures, and practices and to examine such records relating to Lender and any Loan Applications submitted to Lender. Broker acknowledges the authority and agrees to Lender's performance of such audits. Lender shall provide no less than seven (7) days' notice in advance of such audits and/or examinations.
- 3.2 Broker understands that Lender may monitor Broker's activities, including quality control audits of all Brokered Loans, re-verifications of credit documentation, and any other information or application materials submitted by Broker as required by Lender, its regulators, investors, or otherwise.
- 3.3 Broker agrees and understands that it may become necessary for Lender to inspect the mortgaged property securing a Brokered Loan prior to, or within ninety (90) days of the Funding Date.
- 3.4 Broker agrees and understands that Lender shall use license tracking systems to verify Broker's continuing compliance with all applicable laws, regulations, and licensing certification and professional requirements.
- 3.5 Upon Lender's request, Broker shall promptly provide to Lender current financial statements executed by Broker's authorized corporate officer that includes a balance sheet and an income statement for the previous fiscal year and the current fiscal year-to-date.

- 3.6 Upon Lender's request, Broker shall promptly provide Lender copies of Broker's policies and procedures regarding loan originator compensation, privacy and information security, record retention, anti-money laundering and suspicious activity report compliance, and other policies and procedures.
- 3.7 Broker agrees and understands that Lender, in its sole discretion and at any time (but no less than annually and upon initial application), may conduct background, credit, or other types of examinations related to Broker. Furthermore, from time to time, Lender may require Broker to provide information and cooperate with a background, credit, or other type of checks. Broker understands these requirements and consents to any such check, investigation, or similar examination and agrees to promptly provide Lender all necessary information, written authorizations, consents, or other reasonably requested information to assist Lender.
- 3.8 Broker agrees and understands the first 90 days following the Effective Date of this Agreement is a probationary period ("Probationary Period"). During the Probationary Period, Broker may not fund more than 10 loans each 30-day period and all loans submitted by Broker to Lender may undergo Lender's internal quality control review process or other review. Broker is also subject to the monitoring activities as provided in this Section 3, or as otherwise determined by Lender. During the Probationary Period, Broker understands that Lender may, in its sole and absolute discretion, immediately terminate this Agreement for any reason upon written notice to Broker.

ARTICLE IV: BROKER'S REPRESENTATIONS & WARRANTIES

- 4.1 All of Broker's representations and warranties shall apply as of the Effective Date of this Agreement, and shall continue to apply through the date Broker submits any Loan Application or other materials to Lender, through the closing and funding of each Brokered Loan, through the date that any Brokered Loan is purchased by any third-party investor, through the date that all Brokered Loans are fully paid off, satisfied, and/or released, and until Lender specifically releases and discharges Broker from its obligations under this Agreement in writing. The terms and provisions of this Article IV shall survive any termination of this Agreement.
- 4.2 Broker represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state governing its creation and existence, and that Broker is a qualified and licensed residential mortgage loan broker in good standing with all applicable governmental, licensing, and regulatory authorities in all jurisdictions in which it operates. Broker further represents and warrants that its loan officers (and all other employees and agents) are licensed or registered as required.
- 4.3 Broker represents, warrants, and agrees that it will immediately notify Lender in writing upon any change of any license or registration of Broker, any change of ownership or control of Broker, and/or of the taking of any action or issuance of any notice by any governmental, regulatory, or licensing authority against or involving Broker, or any of its loan officers, employees, or agents.
- 4.4 Broker represents and warrants that Broker has full power, authority, and capacity to enter into this Agreement, and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all requisite action. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms. Broker further represents and warrants that the undersigned has the requisite corporate authority, power, and capacity to enter into this Agreement on behalf of Broker and that Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.

- 4.5 Broker represents and warrants that its activities (including the activities of Broker's loan officers, employees, and agents), including without limitation as to Loan Applications Broker submits to Lender, are in full compliance with all applicable federal, state, and local laws. Broker will comply with all provisions provided in any present or future manual, policy, guide, procedure, or announcement ("Guideline") provided by Lender to Broker. Violation of a Guideline is a material breach of this Agreement. Any change or update to any present or future Guidelines will be made through electronic communication, which may include posting changes or updates to present or future Guidelines on Lender's broker website. Any amendment or change to Guidelines is considered accepted by Broker upon Broker's submission of a Loan Application as of or following the date of the amendment or change.
- 4.6 Broker represents and warrants that any information submitted to the Lender, including but not limited to any information contained in any Loan Application submitted to Lender, shall be true and correct in all material respects, free of fraud and misrepresentations, and shall not fail to disclose any facts or other information that might reasonably be material to Lender as part of its review, verification, or underwriting.
- 4.7 Broker represents and warrants that it has not been issued or made the subject of any administrative order, cease and desist decree, memorandum of understanding, or other regulatory action.
- 4.8 Broker represents and warrants that neither it nor any of its employees, principals, or agents is a party to (i) any pending, or, to Broker's knowledge, any threatened litigation, suit, proceeding, or investigation, involving any allegation that Broker or any person acting on Broker's behalf committed fraud, misrepresentation, unlawful discrimination, or any other violation of any federal, state, or local law; or (ii) any claim of any nature by an applicant or borrower.
- 4.9 Broker shall promptly notify Lender; (i) in the event of any substantial change in the financial condition, ownership or management of Broker, (ii) if Broker knows or has reason to believe that any information in a Loan Application (or other documentation) delivered to Lender is untrue, misleading, or omits material information, and (iii) in the event any government or other agency has made any adverse finding or threatened or taken any adverse action with respect to Broker or its officers, directors, agents, or employees. Broker will promptly notify Lender of any proposed suspension, suspension or termination or any notice of actual or potential suspension or termination of any license, registration, or approval of mortgage loans at the state or federal level.
- 4.10 Broker represents and warrants that it has not received notice of any negative findings by any wholesale lender, investor, or regulatory finding through any audit or examination. Where Broker receives such notice, Broker shall promptly inform Lender of any such negative finding.
- 4.11 At all times during the term of this Agreement, Broker shall maintain, at no cost or expense to Lender, blanket fidelity bond coverage and hazard and liability insurance. Such policies shall be in reasonable amounts to be set at the sole discretion of Lender, with acceptable standard coverages satisfactory to Lender. Broker shall immediately notify Lender of changes thereto or cancellations thereof. Such policies shall provide for coverage of Broker including its employees, agents, independent contractors, and other personnel.
- 4.12 Broker shall comply with all federal, state or local governing authorities, including but not limited to Fannie Mae, Freddie Mac, and Ginnie Mae and shall at all times comply with all applicable federal, state, and local anti-money laundering laws, orders and regulations, which shall include but not be limited to: the USA Patriot Act of 2001, the Bank Secrecy Act, the regulations of the Office of Foreign Asset Control ("OFAC"), and any amendment or successor thereto.
- 4.13 The Broker does not believe and has no reason or cause to believe that it cannot perform each representation, warranty, and covenant contained in this Agreement.
- 4.14 Broker maintains a Quality Control Program which complies with all requirements of Lender. Lender, in its sole and absolute discretion, may change any requirements of the Quality Control Program and the changes required shall be effective upon Lender providing notice to Broker. Lender may conduct an audit of Broker to confirm the existence and

Broker's implementation of a Quality Control Program. Lender may, at any time, request the Broker to promptly provide a detailed written description of its Quality Control Program.

- 4.15 If Broker is given access to Lender's broker website, Broker agrees to comply with any and all requirements of applicable law, policies, procedures and/or terms and conditions of use related thereto, including, without limitation, the protection of passwords and maintenance of security regarding access and use of Lender's broker website, at all times while Broker has access. Notwithstanding the foregoing, Broker may be required to consent to such policies and procedures and such terms and conditions of use regarding Lender's broker website, present and future, via a "click-through" or hard copy agreement, in which case, Broker agrees that upon acceptance of such terms, Broker shall be legally bound thereby. Broker expressly agrees that Lender may change the policies and procedures and/or terms and conditions of use governing Lender's broker website at any time and for any reason, with such changes being effective on the date notice is provided or upon Broker's use of Lender's website after a change is made.
- 4.16 Broker agrees that during the term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement, Broker (in addition, Broker will not cause another or third party to do so on Broker's encouragement or behalf) will not disrupt or interfere with the business of the Lender by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees or independent contractors of the Company, or otherwise inducing the termination of employment or business relationship of any employee or independent contractor of Lender. Broker also agrees not to use any of Lender's trade secrets or confidential information to directly or indirectly solicit the employees or independent contractors of Lender.

ARTICLE V: BREACH & REMEDIES

- 5.1 Broker shall indemnify, save and hold Lender and its directors, officers, agents, employees, successors, affiliates, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, claim, liability, cost, and expense, including reasonable attorneys' fees, from any cause whatsoever, incurred directly or indirectly, by reason of, arising out of, or in any way connected to (i) any breach by Broker of any representation, warranty, term, covenant, duty, or condition contained in this Agreement, addenda, amendments incorporated by reference, or undertaking of Broker; (ii) any violation of federal, state, or local laws or regulations by Broker, including but not limited to Broker's violation of TILA; (iii) Broker's failure to perform any obligation hereunder; (iv) any claim by a borrower, customer, applicant, or third party resulting from Lender's failure or refusal to fund a loan submitted by Broker; (v) Broker's negligent or willful acts in connection with any Loan Application submitted by Broker; (vi) any repurchase by Lender of any Brokered Loan from Broker; (vii) any demand to Lender from a third party to repurchase or "buy-down" any Brokered Loan ("Repurchase Obligation") from Broker; and/or (ix) any misrepresentation, omission, or untrue statement by Broker, or at the direction of Broker, to Lender, whether the information was obtained, derived or requested by the Broker, the borrower, a third party or an affiliate of the Broker or otherwise.

Lender's right to indemnification under the provisions hereof shall be in addition to any other right or remedy of Lender. Lender's right hereunder may be exercised at any time after Lender becomes aware of a claim, demand, assertion, action or proceeding ("Claim") affecting a Brokered Loan for which Broker is obligated to indemnify Lender, irrespective of whether Lender still owns the Brokered Loan or has sold the Brokered Loan. Lender shall be entitled to resolve any such Claim, without permission or consent from Broker and without waiving Lender's right to require indemnity from Broker at any time and without waiving its rights for indemnification of all costs, expenses, charges, losses, or damages incurred by Lender in seeking to resolve any such Claim.

- 5.2 In addition to the foregoing, (a) Broker agrees to immediately repurchase any Brokered Loan and fully reimburse Lender for any costs in the event of a Repurchase Obligation which shall include, but not be limited to: (i) Broker failed to observe or perform or has breached any representation, warranty, covenant, or term contained in this Agreement or with respect to any Loan Application or Brokered Loan; (ii) Broker committed fraud or misrepresentation with respect to the Loan Application or otherwise aided, abetted, or assisted in the commission of fraud or misrepresentation by any third party with respect to the Loan Application or should have known such fraud was being committed and failed to act; and (iii) any third- party fraud or misrepresentation has occurred with respect to the loan in which Broker either had knowledge of or participated.
- (b) where Lender is required to repurchase a Brokered Loan for any reason, or has a Repurchase Obligation, Broker shall, within fifteen (15) calendar days after demand from Lender, repurchase the Brokered Loan at the repurchase price provided by Lender. The repurchase price for a Brokered Loan that Broker is required to repurchase hereunder shall be equal to the sum of: (i) the then unpaid principal balance of the Brokered Loan; (ii) accrued interest through the date of repurchase; (iii) all unreimbursed advances and extraordinary costs and expenses incurred by Lender with regard to such Brokered Loan during the life of the Brokered Loan; (iv) all other costs and expenses incurred by Lender, including penalties incurred by Lender from any investor or servicer and reasonable attorneys' fees incurred in connection with the repurchase; and (v) any fees paid by Lender, including but not limited to all fees, compensation and costs paid to Broker and/or other parties in connection with the Brokered Loan.
- (c) Broker's obligations under this Article V shall not be obviated by the fact that the property securing the Brokered Loan has been foreclosed upon and/or said property has been acquired by Lender or a third party, it being understood that Broker's obligations encompass the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursing Lender as set forth herein.
- 5.3 Lender may at any time set off amounts owed by Lender to Broker (or for the credit or account of the Broker) against amounts at any time owing or allegedly owing by Broker to Lender, without need for any prior presentment, demand, protest, or other notice of any kind to Broker or to any other person, any such notice being expressly waived by Broker.
- 5.4 For both Qualified Mortgage Loans ("QM") and Non-Qualified Mortgage Loans ("non-QM"), if, within six (6) months from the Funding Date, (i) a Brokered loan is paid in full, or (ii) a curtailment in excess of twenty percent (20%) of the original principal balance of the Brokered Loan occurs (each an "EPO"), Broker shall reimburse to Lender an amount equal to the total of all compensation paid to Broker from any source, including all borrower-paid and Lender-paid compensation ("EPO Refund").
- 5.5 In the event of an EPO, Lender shall provide notice of such EPO to Broker via email. The EPO Refund shall be due and payable from Broker to Lender within seven (7) Business Days from the date of Lender's email notice.
- 5.6 Notwithstanding any other term or provision of this Agreement, any investigation or any failure to investigate by Lender as to any documents or information submitted by Broker to Lender shall not limit or otherwise affect Lender's right or ability to obtain full and complete relief from Broker under this Agreement or otherwise.
- 5.7 The remedies set forth in this Agreement and the Guidelines are in addition to and not to the exclusion of any and all rights and remedies available to Lender at law or in equity, including specific performance. All remedies shall be cumulative and non-exclusive.
- 5.8 The terms and provisions of this Article 5 shall survive any termination of this Agreement.

ARTICLE VI: NOTICES

- 6.1 Unless provided otherwise, all notices required to be given pursuant to this Agreement shall be in writing and will be deemed made when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to such party as follows:

Broker:

Lender:19800 MacArthur Blvd., Suite 500Irvine, CA 92612Attention: General Counsel

- 6.2 Broker authorizes Lender (and any of its employees, agents, representatives, subsidiaries, affiliates, successors, and assigns) to make marketing, advertising, telemarketing, informational, facsimile transmissions, text messages, and/or other calls or communications, including without limitation by automatic telephone dialing system, to the following telephone numbers of Broker:

Broker:

ARTICLE VII: MISCELLANEOUS

- 7.1 Lender reserves the right in Lender's sole discretion to immediately amend, update, and modify this Agreement to comply with applicable laws, regulations, and/or secondary market investor requirements. Notwithstanding the foregoing, Lender may modify any provision of this Agreement in whole or in part upon the provision of thirty (30) days' written notice of such modification to Broker. Loan Applications submitted by Broker following the thirty (30) days' notice provided for herein shall be governed by the revised provisions of this Agreement. The parties may, upon an executed writing by both parties, amend this Agreement at any time.
- 7.2 If any legal action, arbitration, other proceeding or non-legal action is brought or utilized by Lender to enforce or interpret the terms of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, Lender shall be entitled to reasonable attorneys' fees, expert fees, costs and necessary disbursements related thereto or arising therefrom, in addition to any other relief to which Lender may be entitled.
- 7.3 This Agreement is governed by, and construed in accordance with, the law of the state of California. Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated herein shall be instituted in any United States federal court or state court located in the state of California in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding.
- 7.4 **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES, OR DISPUTES ARISING OUT OF OR WHICH ARE RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

- 7.5 This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. A copy, PDF, and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy, PDF, and/or facsimile reproduction will have the same force and effect as a fully executed, original document.
- 7.6 The terms and conditions of this Agreement (including without limitation the Broker Compensation Addendum and other addenda to this Agreement) and any trade secrets, technology, and information pertaining to the business and operations of either party ("Confidential Information") shall be kept confidential and both parties agree that such Confidential Information shall not be disclosed to any person or entity, except as necessary to comply with applicable law, valid subpoenas, regulatory actions, or to enforce or carryout the terms and conditions of this Agreement. All customer information in the possession of either party is and shall remain confidential and proprietary information of each Party except (i) as otherwise set forth in this Agreement, (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement, (iii) information in the public domain at the time it was disclosed through no fault of a Party, (iv) independently developed by a Party without use of any information of the other Party, or (v) becomes known to a Party without breach of this Agreement or in violation of other Party's rights. The parties agree to comply with any and all federal, state, and local statutes, regulations and rules applicable to the protection and privacy of consumer information, including without limitation, the privacy provisions of the Gramm-Leach-Bliley Act 15 U.S.C. § 6801 and will implement appropriate measures designed to safeguard customer information.
- 7.7 Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and Lender. Broker is not obligated to submit Loan Applications exclusively to Lender; Lender is not obligated to accept Loan Applications exclusively from Broker. It is understood and agreed that this shall be a non-exclusive agreement.
- 7.8 It is understood and agreed, and it is the intention of the parties hereto, that Broker is not an employee, agent, joint venturer, partner, or any other relation of similar nature for any purpose whatsoever with respect to Lender. Neither party to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other party. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch, or agency of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender, or to bind or obligate Lender in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs, and all other costs incurred in connection with its operations.
- 7.9 Should any term, clause, or provision of this Agreement, for any reason, be declared invalid or unenforceable in any jurisdiction, such term, clause, or provision will, as to such jurisdiction, be invalid to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 7.10 This Agreement and any agreement, addenda, exhibit, schedule, document, instrument, or other incorporated writing (including without limitation the Broker Compensation Addendum and other addenda to this Agreement) contain the entire agreement between Broker and Lender and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions, and provisions of this Agreement and a term or provision of any agreement, exhibit, schedule, document, instrument, or other incorporated writing (including without limitation the Broker Compensation Addendum and other addenda to this Agreement), the terms and provisions of this Agreement will prevail over the terms and provisions of the exhibit, schedule, or other incorporated writing.
- 7.11 Neither this Agreement nor any rights hereunder shall be assignable or delegable by Broker without Lender's prior written consent, which may be withheld in Lender's sole discretion. Lender may assign this Agreement with written notice to Broker.

- 7.12 The titles and headings of the various sections of this Agreement have been inserted for organization and convenience of reference only and shall not be deemed to affect in any way the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted jointly by the parties, and any ambiguity in this Agreement shall not be construed against any drafter and shall be construed equally against each party.
- 7.13 Neither (i) the failure or delay of a party to exercise any right given to it under this Agreement or to insist on the other party's strict compliance with any term or provision of this Agreement, nor (ii) any custom or practice of the parties or of the industry that is at variance with the terms of this Agreement shall constitute a waiver of either party's right to demand of the other party strict compliance with the terms and conditions of this Agreement. Waiver, which must be in writing, by either party of a particular default by the other party shall not affect or impair the non-defaulting party's rights with respect to any subsequent default, whether of the same or of a different nature. Nor should any delay or omission of either party to exercise rights arising from a default of the other party affect or impair the non-defaulting party's right with respect to that default or any subsequent default.
- 7.14 Either Broker or Lender may terminate this Agreement at any time for any reason, upon written notice to the other. Termination of this Agreement does not release Broker from any liability or obligation set forth in the Agreement that is expressly stated to survive any such termination, that by its nature would be intended to be applicable following any such termination, or that is necessary to fulfill the essential purpose of the Agreement, including without limitation the provisions regarding indemnification, confidentiality, and the rights, remedies, and representations provided herein.

BROKER

**CASTLE MORTGAGE CORPORATION,
A DELAWARE CORPORATION,
DBA EXCELERATE CAPITAL (where applicable)**

(Signature of Broker)

(Signature of Authorized Person)

(Printed Name of Broker)

(Printed Name of Authorized Person)

(Title of Broker)

(Title of Authorized Person)

(Effective Date)

OFFICER/PARTNER(S)/SOLE PROPRIETOR
(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Title of Authorized Person)

(Effective Date)