



Dear Broker,

Thank you for considering a potential Broker / Lender relationship with our company.

Enclosed, please find our:

1. "BROKER APPLICATION" and "BROKER AGREEMENT"

And

2. "MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT"

Which outlines the formality in which our relationship will be framed.

Please sign all three sections where indicated and initial all pages, and return the originals to our office for counter signature.

A copy will be returned to you for your records.

Thank you for your interest in working with our organization.

Sincerely

ZINC Financial, Inc.

Broker Initial ____ Lender Initial ____



Legal Name of Company: _____

DBA Name (if applicable): _____

Street Address: _____

City: _____

Primary Contract: _____

Phone: _____

Email: _____

Secondary Contact: _____

Date Company Founded: _____ Structure: Corp Partner Sole

Federal Tax ID: _____ State Tax ID: _____

Principles: _____

Have any of the company officers, directors, or principles been convicted of a felony or plead "nolo contendere" to a felony? Yes No

Primary geographic origination areas: _____

Hard Money Origination Last Year: _____

Origination Sources (LO's, Other Brokers?) _____

CHECKLIST

- Application
- Copy of Active License
- Signed Broker Agreement
- Signed Mutual Confidentiality Agreement
- Copy of all insurance, including E/O, Bonding
- Copy of Driver's License

Officer Signature

Title

Date

Broker Initial ____ Lender Initial ____



BROKER TO LENDER AGREEMENT

This Broker to Lender Agreement is dated as of _____, 20__ between ZINC Financial, Inc., California Finance Lender No. 607-3431, on behalf of itself and its affiliated companies, located at 1525 E Shaw Ave, Fresno, CA 93710 (collectively, "Lender") and

_____, a(n) _____.

License Number _____. Licensed by _____ located at _____ ("Broker"),

And _____ located at _____ (the "Guarantor").

This Agreement arose because:

RECITALS

- A. Broker originates a wide variety of mortgage applications. It desires from time to time to submit mortgage applications from loan applicants to Lender for its consideration.
- B. Lender will not accept any mortgage applications from Broker or Broker's loan applicants until and unless Broker agrees with the terms and conditions set forth below.
- C. Broker and Guarantor understand and agree that Lender would not accept loans from Brokers until and unless Guarantor guarantees Broker's performance of his, her or its obligations and promises made under this Agreement.
- D. The purpose of this Agreement is to serve as master agreement covering all mortgage applications Broker submits to Lender.

In Consideration of the mutual promises, covenants and benefits hereinafter set forth the parties hereto agree as follows:

ARTICLE 1
Definitions

As used herein the following terms shall have the following meaning:

"Closing Date" shall mean the date each Mortgage Loan brokered hereunder is funded by Lender.

Broker Initial ____ Lender Initial ____



"Mortgage Loan" shall mean a promissory note secured by a first trust deed or mortgage on real property.

"Mortgage File" shall mean the documents to be turned over to Lender that the Lender will rely on in making the Mortgage Loan, Including without limitation: (a) the appraisal of the Mortgaged Property, (b) the Universal Loan Application executed by the borrower of the Mortgage Loan, and (c) all other documents identified by the Lender to be required or expected in a typical mortgage loan transaction.

"Mortgaged Property" shall mean the real property which is security for each Mortgage loan hereunder.

"Timely" shall mean prior to the next installment due date under the terms of a promissory note brokered hereunder.

"Transaction Date" shall mean the date each Mortgage Loan is brokered to Lender hereunder.

ARTICLE II Brokering of Loans

- 2.1 It is the intention of the parties hereto for Broker-to-broker certain mortgage loans to Lender, which loans qualify under the requirements set forth by Lender. Lender agrees to review mortgage loans submitted hereunder by Broker, but Lender retains the discretionary right to approve or reject any such loans. It is agreed that Broker shall be authorized to broker loans to Lender under all available loan programs unless amended by both parties herein.
- 2.2 Broker understands and agrees that Lender would never consider a Mortgage Loan from Broker unless and until Broker executes this Broker to Lender Agreement.
- 2.3 Lender shall have the sole responsibility to underwrite, approve and fund each loan submission at Lender's sole discretion. Broker expressly agrees and acknowledges that Broker shall have no right, power, or authority, expressed or implied, to approve a Mortgage Loan orally or in writing on behalf of Lender, or to issue to prospective borrowers on behalf of Lender any type of binding commitment to loan funds. Broker covenants that it will not act outside the scope of its authority hereunder and will not hold itself out to prospective borrowers as having the authority to approve loans or to issue loan commitments on behalf of Lender. Notwithstanding the foregoing, Broker acknowledges that it has a fiduciary duty to Lender (1) to use the best efforts to assure that the loan is eligible for funding by Lender and (2) to disclose all relevant facts and circumstances relating to borrower and the property securing the Mortgage Loan.
- 2.4
 - a. During the term hereof, in consideration of Brokers performance of services hereunder, Lender shall pay Broker certain commissions, directly or through escrow, according to an agreement between Lender and Broker to be confirmed in writing before each completed Mortgage File has drawn loan documents. Broker acknowledges and agrees that no

Broker Initial ____ Lender Initial ____



commission shall be earned on a Mortgage File unless and until the specific Mortgage Loan applied for its closed and funded. If a Mortgage Loan submitted on behalf of a borrower by Broker is rejected by Lender, or such Mortgage Loan fails to close for any reason whatsoever, including but not limited to the fault of Lender or of Broker, no commission shall be earned.

- b. Broker agrees that its total compensation in connection with any loan shall not exceed one hundred percent (100%) of the Lender's fee, or one and one-half percent (1.50%) of the aggregate loan amount, whichever is greater. The Lender's fee shall be established solely by Lender and may be modified from time to time at Lender's sole discretion.

For illustrative purposes only:

If the Lender's fee is one and one-half percent (1.50%), Broker's fee shall be capped at one and one-half percent (1.50%).

If the Lender's fee is one and one-quarter percent (1.25%), Broker's fee shall be capped at one and one-quarter percent (1.25%).

All compensation shall be calculated based on the aggregate loan amount.

- c. Subject to subdivision c of this paragraph 2.4 and at Lender's sole option, commissions earned by Broker under this Agreement shall be paid either through escrow or directly by Lender as soon after the funding of any Mortgage Loan documents submitted by Broker as Lender holds funds to which it is entitled as matter of right and as long as all necessary Mortgage Loan documents have been properly executed and delivered to Lender.
- d. To the extent Lender determines in its sole discretion that Broker has breached any provisions of the Agreement for which a claim would arise, and to the extent that there are any sums of money due and owing from Lender to Broker, Lender shall be entitled to withhold all such sums as a set off, which set off shall be the addition to, and not to the exclusion of, any other remedies available to Lender.

ARTICLE III

Mutual Representations and Warranties

3.1 The parties hereto each represent and warrant to each other and their respective successors in interest and assigns and agree that as of the date of this Agreement:

- A. This agreement has been duly authorized, executed, and delivered by each party to the other party and constitutes a valid and legally binding agreement.
- B. To the best of each parties' knowledge, there is no action, proceeding or investigation pending or threatened, nor any basis for such action, proceeding or investigation known to the representing party that questions the validity or prospective validity of this Agreement

Broker Initial _____ Lender Initial _____



or any essential element upon which this Agreement depends, or any action that is to be taken by the representing party pursuant to this agreement.

- C. Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction and has the requisite power and authority to enter into this Agreement and any subsequent Agreement to which both parties are parties, and which is contemplated by this Agreement.
- D. Each party represents that they have full right to perform all duties and functions hereunder and they are licensed to do so, if required by the state the loan is originated in, and that no obligation under this Agreement is in violation of any providers, charter, certificate of incorporation, by-law, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule of regulation by which the representing party is bound or obligated; and there is no such provision that adversely affects either parties; capacity to carry out the obligations hereunder.

ARTICLE IV
Brokers Representations and Warranties

4.1 Broker represents and warrants to Lender that as of the date of each transaction:

- A. Broker is duly organized, validly existing and in good standing under the laws of its jurisdiction and is qualified, If necessary, to do business in each jurisdiction in which the Mortgage Property is located. Broker has the requisite power and authority to enter into this Agreement and all other agreements which are contemplated by this Agreement and to carry out its obligations hereunder.
- B. There are no actions, litigation, suits or proceedings pending or threatened against the Broker before or by any court, administrative agency, arbitrator or governmental body with respect to any matter which in the judgement of the Broker if determined adversely to the Broker would reasonably be expected to materially and adversely affect the Broker's ability to perform its obligations under this Agreement; and the Broker is not in default with respect to any order of any court, administrative agency, arbitrator or governmental body so as to materially and adversely affect the transactions contemplated by this Agreement.

4.2 Broker represents and warrants to Lender, as to each transaction between the parties that as of the date of each transaction:

- A. The Mortgage Loan which is brokered under this Agreement conforms in all material respects to the requirements of this Agreement and Lender's requirements and the information set forth in each document delivered by Broker, is complete and accurate in all material respects.
- B. To the best of Broker's knowledge there are no restrictions, contractual or governmental, which would impair the ability of Lender or Lender's designees from servicing the Mortgage Loan.

Broker Initial ____ Lender Initial ____



- C. After the Closing Date, the Mortgage Loan is not in default and all monthly payments due prior to the Transaction Date have been Timely paid and all taxes, assessments, insurance premiums, leasehold payments, ground rents relating to the property secured by the loan have been paid. Broker has not advanced funds or induced or solicited any advances or funds by a party other than a mortgagor directly or indirectly, for the payment of any amounts required by the Mortgage Loan.
- D. The Mortgage Loan meets, or is exempt from, applicable state and federal laws, regulations and other requirements pertaining to usury, fees, and expenses incurred in the making of that loan (this shall include, but not be limited to RESPA requirements).
- E. The Mortgage Loan is not (a) subject to the provisions of , or, if subject to the provisions of, such provisions have been complied with, the Homeownership and Equity Protection Act of 1994 as amended ("HOEPA") , or (b) subject to any comparable federal, state or local statutes or any other statute or regulation providing assignee liability to Lenders or holders of such mortgage loans unless such statutes or regulations have been strictly complied with by the Broker.
- F. No predatory, abusive, or deceptive lending practices, including but not limited to, loan applications that apply for credit without regard for the mortgagor's ability to repay the Mortgage Loan and the extension of credit to a mortgagor which has apparent benefit to the mortgagor, were employed in connection with origination of the Mortgage Loan.
- G. Any and all requirements of any federal, state, or local law which include, but are not limited to, truth-in-lending, consumer credit protection and equal credit opportunity have been complied with.
- H. All the improvements which are included for purposes of determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of such property and there are no adverse material conditions that would affect the appraised value. No improvements on the adjoining property encroach upon the Mortgaged Property except as insured against by the related title policy.
- I. Any and all appraisals shall be ordered by lender directly, paid for by the borrower directly, and prepared for purposes of the loan to verify and validate the value of the Mortgaged Property were prepared by an unbiased third party which is a duly qualified appraiser and each such appraisal validity and accurately represents the current market value of the Mortgaged Property at the time the appraisal in any way, shape or form.
- J. On the Closing Date, no improvement located on or being part of the Mortgaged Property was in violation of any applicable zoning law or regulation.
- K. To the best of Broker's knowledge, there are no hazardous substances or toxic waste located on or under said property to affect the value of said property.

Broker Initial ____ Lender Initial ____



- L. There is no proceeding pending for the total or partial condemnation of the Mortgaged Property and said property is undamaged by waste, fire, earthquake, earth movement, subsidence, wind, storm, flood, water, tornado, or other casualty.
- M. The Mortgage File contains each of the documents and instruments specified to be included by the Lender, and each such document or Instrument is in a form as specified by the Lender. For those documents or instruments which are not in a form specified by the Lender, the Broker must obtain prior approval from Lender as to the acceptability of said documents or instruments.
- N. There are no circumstances or conditions other than what is consented to in writing by Lender with respect to the Mortgaged Property, the mortgagor, or the mortgagor's credit standing that can be reasonably expected to cause private investors, 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.
- O. The first three mortgage loan payments due Lender following the Transaction Date any Mortgage Loan brokered here under will be made on a Timely basis by the Mortgagor(s)
- P. With regards to the Mortgage Loan brokered hereunder, a title insurance policy, ordered and secured by lender, has been or will be issued in an acceptable form to the Lender and is valid and binding. Broker warrants that Broker has not done anything which would impair the coverage of such title insurance policy and that nothing contemplated in this Agreement will impair the coverage of such title insurance company.
- Q. The property, and all improvements thereon, are insured against loss by fire and other such hazards as are customary in the area where the mortgage property is located. Such coverage shall contain fire and hazard insurance policies with extended coverage as called for within this guideline and the Guide. The coverage under such policy shall be at least equal to the lesser of the outstanding principal of the loan, 80% of the maximum insurable value of the improvements, or an amount sufficient to prevent the mortgagor or loss payee from becoming a co-insurer (however, under no circumstances shall the amount of the insurance required exceed that amount allowed by law). Such insurance as issued must be with an insurer acceptable pursuant to the Guide. All insurance policies must contain a standard mortgagee clause naming lender and its successors and assigns, as mortgagee and loss payee. Each mortgage obligates the mortgagor thereunder to maintain such insurance at their costs and expense and allows the mortgagee to obtain and maintain such insurance at mortgagor's costs and expense, and to see reimbursement therefore from mortgagor should there be any failure by the mortgagor to maintain such policy. If any flood insurance is required by applicable law or requirement, then it is obtained and in force and effect. Any statements made by the mortgagor or the Broker in applications for such policies were true, complete and correct at the time the application was made and there are no events that have occurred since that policy was issued that would affect the stated coverage of the policy.

Broker Initial _____ Lender Initial _____



- R. Broker represents and warrants that all information provided to lender is true, complete, and accurate in all material respects all the mortgagor's income, debt, and other information as stated on the loan application. Broker agrees to comply with all requirements according to the policies and procedures provided by the Lender and that the Mortgage File will be complete, true, and accurate.

ARTICLE V
Effect of Breach of Representations or Warranties

- 5.1 It is understood and agreed that the representations and warranties set forth in Articles III and IV shall survive and continue in force for the full remaining life of each Mortgage Loan brokered to Lender, notwithstanding the restrictive or qualified enforcement of the mortgage or any restrictive or qualified language contained in any assignment of mortgage. Upon discovery by either Broker or Lender of a material and adverse breach of any of the foregoing representations and warranties or of a material and adverse defect with respect to the Mortgage Loan, the party discovering such breach or defect has a duty to give prompt written notice to the other party within 15 days of discovery. Within fifteen (15) days of its discovery, or its receipt of notice of any such breach of representation or warranty or of such defect, Broker shall promptly cure such breach or defect in all material respects or repurchase the affected loan at a price as specified in 5.2 herein. However, notwithstanding anything contained herein to the contrary, in the event that a defect or default shall involve the mortgagor's failure to make the first three installment payments following the Transaction Date on a Timely basis, then upon ten (10) days written notice by Lender, Broker shall immediately repurchase such mortgage at a price computed as provided above. If, however, Lender determines, in their sole discretion, that Broker is unable to cure the breach within fifteen (15) days or that the breach cannot be cured without affecting the resale value of said loan, Broker shall, within ten (10) days of receipt of notice from Lender, repurchase the mortgage on the terms set forth above.
- 5.2 In addition to all other amounts set forth herein the repurchase price shall include a) the outstanding principal of the loan, plus b) accrued interest at the mortgage rate from the date to which interest was last paid, plus c) any paid premium, plus d) any other costs and expenses incurred by Lender or losses suffered by Lender.
- 5.3 The parties hereto each understand and contemplate that Lender may resell said loans on the secondary market and it is understood that the right to demand repurchase for a material and adverse breach of any of the foregoing representations and warranties or of a material defect with respect to the mortgage Loan shall further apply to any such lender of the loans. Based upon the foregoing, if any loan hereunder is rejected, returned, or a demand is made that it be repurchased from a secondary market Investor, Broker shall, upon notice from Lender, repurchase the Mortgage Loan in accordance with the provisions of paragraph 5.1

ARTICLE VI
Termination

Broker Initial ____ Lender Initial ____



This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, which notice shall be effective five (5) days after being placed in a U.S. Mail, registered mail, postage prepaid. However, if Lender believes (in its sole discretion) that there has been a breach of any representation or warranties herein with reference to any Mortgage Loan brokered hereunder or of any other obligations of Broker herein, then Lender may terminate this Agreement forthwith upon oral notification to Broker by Lender, which oral notification is followed by written notice as called for herein. However, termination of the Agreement shall not void Lender's obligation to fund loans for which Lender has issued loan approvals other than those loans affected by such a breach.

ARTICLE VII Indemnification

Notwithstanding any other paragraph to the contrary, and as a non-exclusive remedy to Lender's damages, Broker agrees to the following:

7.1 Broker agrees to defend, Indemnify and hold harmless Lender from and against any and all losses, damages, claims, suits, proceedings, liabilities, costs and expenses, including reasonable attorney's fees which may be imposed on, sustained, Incurred or surrendered by, or asserted against Lender as a result of, relating to, or arising out of (a) the breach BY Broker of this Agreement or of any representations or warranties contained in this agreement, (b) any litigation, threatened litigation, arbitration or other legal or administrative proceeding regarding any claim which claim (as asserted would constitute a breach of a representation or warranty hereunder by Broker, or (c) any act or omission of Broker or its affiliates, agents, employees or representatives with respect to the Mortgage Loans.

7.2 Lender agrees to defend, Indemnify and hold harmless Broker from and against any and all losses, damages, claims, suits, proceedings. Liabilities, costs and expenses, including reasonable attorney's fees which may be imposed on, sustained, incurred or suffered by, or asserted against Broker as a result of, relating to, or arising out of (a) the breach by Lender of this Agreement, or of any representations or warranties contained in this Agreement, (b) any litigation, threatened litigation, arbitration or other legal or administrative proceeding regarding any claim which if correct (as asserted) would constitute a breach of representation or warranty hereunder by Lender, or (c) any act or omission of Lender or its affiliates, agents, employees or representatives with respect to the Mortgage Loans

ARTICLE VIII General Provisions

Broker Initial ____ Lender Initial ____



8.1 All notices, requests, demands or other communications that are to be given under this contract (except those pursuant to 8.2) shall be in writing, addressed to the appropriate parties and sent postage prepaid to the address below:

If to Lender:

ZINC Financial, Inc.
1525 E Shaw Ave
Fresno, CA 93710

If to Broker:

8.2 This agreement supersedes any prior agreement or understanding between the parties concerning the subject matter here of and cannot be modified in any respect except by an amendment in writing signed by both parties, provided however, that this Agreement shall not supersede the right of Lender to modify the Guide and have such modifications be binding on Broker, as set forth in paragraph 8.3.

8.3 This Agreement shall be construed in accordance with the laws of the State of California.

8.4 Any controversy, claim or dispute among the parties arising out of this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Fresno county, California and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction, including the Superior Court of California, County of Fresno. The fees and costs incurred in any such arbitration (exclusive of each parties attorney's fees and costs) shall be borne equally between the parties. However, they shall be recoverable as a cost.

Pursuant to paragraph 8.7 herein. Should either party fail or refuse to pay its share of the fees and costs, then the non-refusing party may advance those fees and costs and the nonpaying party shall then be deemed to have waived their right to participate in the binding arbitration and shall be precluded from participating in the arbitration unless and until they reimbursed the advancing party. Any such reimbursement must be at least 14 days prior to the Arbitration Hearing date in order to cure the default of the nonpaying party.'

8.5 If any party to this Agreement resorts to any legal action or arbitration, to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its attorney's fees in addition to any other relief to which it may be entitled.

Broker Initial ____ Lender Initial ____



8.6 Broker warrants it will not solicit or encourage the refinancing of any property that is encumbered by a Mortgage Loan and brokered hereunder for a period of (60) days after the loan is brokered to the Lender except and unless the loan is brokered to Lender and the Lender has refused or is not interested in funding the Mortgage Loan. Solicitations to refinance through general mailings or through advertising or marketing campaigns which are general in nature shall not be considered a breach of warrant. Broker agrees not to disclose any such names or information to third parties to encourage or aid them to refinance such properties during that one year period. This restriction shall not apply to any Mortgage Loan which has been deemed accelerated by Lender, or its assignee.

8.7 Broker acknowledges that nothing herein shall be construed to create an agency relationship, partnership, joint venture or employment relationship between Lender and Broker, Broker shall not hold itself out as such, or make any such or similar representations.

ARTICLE IX Personal Guaranty

9.1 Guarantor guarantees to Lender, its successors, and assigns the full and faithful payment of all amounts owed and performance of each and every one of the obligations, responsibilities, and undertakings to be carried out, performed, or observed by Broker under this Agreement or any other agreement that now or later modifies this Agreement. The obligations guaranteed are referred to as the "Guaranteed Obligations."

9.2 If at any time Broker, its successors or permitted assign fails, neglects or refuses to pay when due amounts or perform when due any of its obligations, responsibilities, or undertakings as expressly provided under the terms and conditions of this Agreement, Guarantor shall pay such amounts or perform or cause to be performed such obligations, responsibilities, or undertakings as required under the terms and conditions of this Agreement.

9.3 This Personal Guaranty is irrevocable, absolute, present, and unconditional. The obligations of Guarantor under this Guaranty shall not be affected, reduced, modified, or impaired on the happening from time to time of any of the following events, whether or not with notice to (except as notice is otherwise expressly required) or the consent of Guarantor.

9.3.1 The failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of this Guaranty or this Agreement;

9.3.2 The modification or amendment, whether material or otherwise, of any obligation, covenant, or agreement set forth in this Guaranty or this Agreement.

9.3.3 Any failure, omission, delay by, or inability by Lender to assert or exercise any right, power, or remedy conferred on Lender in this Guaranty or this Agreement, including the failure to execute on collateral held for this Guaranty or this Agreement;

Broker Initial ____ Lender Initial ____



9.4 Any release of any real or personal property or other security now held or to be held by Lender for the performance of Guaranteed Obligations;

9.5 A termination, dissolution, consolidation, or merger of Broker with or into any other entity;

9.6 The voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of Broker's assets, the marshalling of Broker's assets and liabilities, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting Broker, Guarantor or any of the assets of either Broker or Guarantor;

9.7 The assignment of any right, title, or interest of Lender in this guaranty or this Agreement to any other person; or

9.8 Any other cause or circumstance, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing; it being the intent of guarantor that its obligations under this Guaranty shall not be discharged, reduced, limited, or modified except by (a) payment of amounts owing pursuant to this Guaranty and/or this Agreement (and then only to the extent of such payment or payments); and (b) full performance of obligations under this Guaranty and/or this Agreement (and then only to the extent of such performed or discharged obligation or obligations).

(Signature Page to Lender-Broker Agreement follows on next page)

(Signature Page to Lender-Broker Agreement)

Broker Initial ____ Lender Initial ____



The parties have executed this Agreement to be effective on the date first set forth above.

All payments from escrow must be processed to a Broker company name, no individuals

Lender:

ZINC Financial, Inc.

By: _____

Name: Todd Pigott

Its: President

Broker:

a(n) _____

By: _____

Print Name: _____

Its: _____

Guarantor:

By: _____

Print Name: _____

USE BLUE INK ONLY

RETURN ORIGINAL TO:

ZINC FINANCIAL, Inc.

1525 E Shaw Avenue, Fresno, CA 93710

BOTH BROKER AND GUARANTOR SECTIONS
MUST BE SIGNED BY AN OFFICER OF YOUR
COMPANY.

Mutual Confidentiality and Non-Circumvent Agreement

Broker Initial ____ Lender Initial ____



This mutual Confidentiality and Non-circumvent Agreement (the "Agreement") is made between ZINC Financial, Inc., and _____ on _____ 20___. This Agreement shall obligate the undersigned parties and their partners, associates, officers, directors, employers, affiliates, subsidiaries, parents, company nominees, representatives, employees, successors, clients, and assigns, jointly, severally, mutually and reciprocally for the terms and conditions stated and agreed to below and that this Agreement may be referenced from time to time in any document(s) or agreements. The terms and conditions of this Agreement apply to any exchange of information written or oral.

In consideration of the mutual promises and covenants contained in this agreement, and the mutual disclosure of confidential information to each other, the parties agree to the following:

1. Confidential information and Materials:
 - a. "Confidential Information" shall mean any nonpublic information that Disclosing Party specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, customer information, all data related to customer(s), reports, records, appraisals, contract terms, fees, financing arrangements, descriptive materials, Disclosing Party's business policies or practices, information received from others that Disclosing Party is obligated to treat as confidential and other materials and information of confidential nature.
 - b. "Confidential Information" shall not include any materials or information which the Receiving Party shows:
 - i. At the time of disclosure generally known by or available to the public or which becomes so known or available thereafter through no fault of the Receiving Party; or
 - ii. Is legally known to the Receiving Party at the time of disclosure as is evidenced by written records; or
 - iii. Is furnished by the Disclosing Party to third parties without restriction, or
 - iv. Is furnished to the Receiving Party by the third party who legally obtained said information and the right to disclose it; or
 - v. Is developed independently by the Receiving Party where the Receiving Party can document such independent development; or
 - vi. Is in the public domain or becomes in the public domain through no wrongful act of either party.
 - c. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed

Broker Initial _____ Lender Initial _____



documents, computer disks, tapes, and compact disks (CD), whether machine or readable.

- d. Because of this Agreement, the parties involved may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The parties do hereby acknowledge, accept, and agree that the identities of the contacts will be recognized by the other party as exclusive and valuable contacts of the introducing party and will remain so for the duration of this Agreement.

2. Restriction:

- a. Receiving Party shall not disclose any Confidential information to third parties for a period of two (2) years following the termination of its relationship with Disclosing Party or three (3) years from the date of this Agreement, whichever is longer, except to Receiving Party's consultants or investors as is deemed necessary to complete a given transaction. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- b. Receiving Party shall not use any confidential information other than for purposes of evaluation in connection with a given transaction as provided by Disclosing Party or as otherwise expressly authorized by Disclosing Party.
- c. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or confidential materials only to Receiving Party's employees, investors, or consultants on a need-to-know basis. Receiving Party shall instruct all employees given access to the information to maintain appropriate written agreements with its employees, investors, consultants, parent, subsidiaries, affiliates, or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.
- d. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such confidential Materials from confidential materials of others to prevent commingling.
- e. The undersigned parties, intending to be legally bound, hereby irrevocably agree not to circumvent, avoid, bypass or obviate each other, directly or indirectly, to avoid payment or fees, commissions or any other form of compensation in any transaction with any corporation, partnership, Limited Liability Company or individual revealed by any party, in connection with any project or currency exchange, or any loans or

Broker Initial ____ Lender Initial ____



collateral, or funding, or any other transaction involving the herein described loan transactions including additions, renewals, extensions, rollovers, amendments, new contract(s), re-negotiations, parallel contract/agreement or third party assignments(s) hereof.

3. Rights and Remedies:

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information of Confidential Materials or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every way reasonable to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.
- b. Receiving Party shall return all originals, copies, reproductions, and summaries of Confidential Information and/or Confidential Materials then in Receiving Parties possession or control and Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to see such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.
- e. In case of circumvention, the parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence.

4. Miscellaneous:

- a. All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party in, to or under Disclosing Party any and all applicable client information.
- b. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire contacts and/or clients without use of the other party's Confidential Information
- c. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of

Broker Initial ____ Lender Initial ____



the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement.

- d. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable costs including, but not limited to, attorney's fees, and necessary disbursements in addition to any other relief to which it may be entitled.
- e. This agreement shall be construed and controlled by the laws of the State of California, and both parties' further consent to jurisdiction by the state and federal courts sitting in the State of California.
- f. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.
- g. All obligations crated by this Agreement shall survive change or termination of the parties' business relationship.

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The parties have executed this Agreement to be effective on the date first set forth above.

Broker Company name

ZINC Financial, inc.

Name of person signing

Todd Pigott

Title

President

Date

Date

Inter Office Only

Broker Initial ____ Lender Initial ____



Background Check Complete	<input type="checkbox"/> Yes
File Scanned to Directory	<input type="checkbox"/> Yes
President Approved	<input type="checkbox"/> Yes
Copy of Insurance	<input type="checkbox"/> Yes
Copy of license	<input type="checkbox"/> Yes
Copy of Drivers License	<input type="checkbox"/> Yes

Broker Initial ____ Lender Initial ____