



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
[genworth.com/reversepartner](http://genworth.com/reversepartner)

Dear Future Broker Partner:

Your FHA approval status was hard earned. How can it be even more worthwhile? By using it to grow your reverse mortgage business.

Reverse mortgages are the fastest growing products in the financial services industry, steadily increasing in direct proportion to the expanding senior marketplace.

Regardless of your experience with reverse mortgages, Genworth Financial Home Equity Access, Inc. (Genworth) is dedicated to tailoring resources to maximize your *specific* business model. If retaining and expanding your client base, increasing returns on marketing investment, and changing lives are a few of your goals, take the next step in discussing all the benefits of a lending relationship with Genworth.

You have already given your company the ability to succeed by obtaining the authorization to originate and/or fund FHA loan programs. Genworth is a partner you can trust to deliver the full potential of reverse mortgages. Fill out an application with us today and help make your business soar.

If you have any questions or concerns, please give us a call at (866) 871-1353.

Sincerely,

Genworth

P.S. Fill out an application with us today and take the first step toward a more successful business.



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
genworth.com/reversepartner

**To become a Genworth Financial Home Equity Access, Inc. (Genworth)  
Broker Partner please provide the following documentation:**

Wholesale Application Checklist:

- Wholesale Lending Application.
- Wholesale Agreement. (original signature required, please mail )
- Principle Authorized Agent Agreement ( Full Eagle partners only )
- System Set Up Form
- W-9 form.
- Copies of all current state licenses (or other proof of licensure) for the FHA Approved Home office location as required by law in all states in which this office is requesting approval. If claiming an exemption, provide evidence of such. \*\*\*If your company is seeking approval of their FHA **Direct Lending** branch a separate Branch Package must also be submitted in connection with the Direct Lending FHA ID number.
- Corporate Resolution. (Page two must be signed by an authorized officer listed on page one)
- Articles of Incorporation/Organization

**All documents may be sent to:**

**Attn: Broker Care**  
**Fax: (866) 375-6139**  
**Email: [brokerprogram@genworth.com](mailto:brokerprogram@genworth.com)**

**Account Manager Contact Info:**

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

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_





**Type of Business:** State of Corporation or Organization: \_\_\_\_\_

Corporation  Sole Proprietor  Partnership  LLC  Other \_\_\_\_\_

**FHA Approval – Home Office**

Home Office FHA ID: \_\_\_\_\_

**NMLS – Home Office**

NMLS ID: \_\_\_\_\_ (If Blank or N/A, please include an explanation)

**State Licenses – Home Office**

Complete for each state in which your Organization is requesting approval; **attach additional sheets if necessary.** Include a copy of each license listed. If claiming an exemption, include an explanation and/or evidence of exemption.

State: \_\_\_\_\_ License #: \_\_\_\_\_ Exemption Type: \_\_\_\_\_

State: \_\_\_\_\_ License #: \_\_\_\_\_ Exemption Type: \_\_\_\_\_

State: \_\_\_\_\_ License #: \_\_\_\_\_ Exemption Type: \_\_\_\_\_

State: \_\_\_\_\_ License #: \_\_\_\_\_ Exemption Type: \_\_\_\_\_



**Owner/Officer Information**

Indicate a complete list of Officers including title and percent of ownership. Officer with 10% or more ownership must provide SSN, date of birth and home address; **attach additional sheets if necessary.** (Information provided will be used to run a MARI Report.)

\_\_\_\_\_  
Name Title % Ownership

\_\_\_\_\_  
Home Address (if applicable) DOB (if applicable) SSN (if applicable)

\_\_\_\_\_  
Name Title % Ownership

\_\_\_\_\_  
Home Address (if applicable) DOB (if applicable) SSN (if applicable)

\_\_\_\_\_  
Name Title % Ownership

\_\_\_\_\_  
Home Address (if applicable) DOB (if applicable) SSN (if applicable)

**Disclosure Questions**

- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | Yes                      | No                       |
| 1. Does the Organization have any pending litigations?<br>(If Yes, please provide details)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is your Organization in the practice of offering additional financial services in conjunction with<br>or after the close of a reverse mortgage transaction?<br>(If Yes, please provide details)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does your Organization have any ownership interest in any third party provider?<br>(e.g. Title/Escrow services, signing services, appraisal services, etc. If yes, please provide information<br>including the Type of provider, Name of provider, and % of ownership. Additionally, please provide a<br>RESPA Affiliated Business Disclosure and any other required disclosures in regards to ownership<br>interest) | <input type="checkbox"/> | <input type="checkbox"/> |

Please provide information on Yes answers: **(attach additional sheets if necessary)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
genworth.com/reversepartner

### System Set Up Form

Submit this form for all new users requiring system access.

If requesting access for more than 3 users, make copies of this form as needed.

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

HQ  Branch

1. Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

- |   |  |
|---|--|
| Access Type: <input type="checkbox"/> View Individual Pipeline Only | Contact Type: <input type="checkbox"/> Primary Contact |
| <input type="checkbox"/> View Entire Branch Pipeline                | <input type="checkbox"/> Loan Originator               |
| <input type="checkbox"/> View Entire Organization Pipeline          | <input type="checkbox"/> Sales & Marketing             |
|   | <input type="checkbox"/> Operations                    |

2. Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

- |   |  |
|---|--|
| Access Type: <input type="checkbox"/> View Individual Pipeline Only | Contact Type: <input type="checkbox"/> Primary Contact |
| <input type="checkbox"/> View Entire Branch Pipeline                | <input type="checkbox"/> Loan Originator               |
| <input type="checkbox"/> View Entire Organization Pipeline          | <input type="checkbox"/> Sales & Marketing             |
|   | <input type="checkbox"/> Operations                    |

3. Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

- |   |  |
|---|--|
| Access Type: <input type="checkbox"/> View Individual Pipeline Only | Contact Type: <input type="checkbox"/> Primary Contact |
| <input type="checkbox"/> View Entire Branch Pipeline                | <input type="checkbox"/> Loan Originator               |
| <input type="checkbox"/> View Entire Organization Pipeline          | <input type="checkbox"/> Sales & Marketing             |
|   | <input type="checkbox"/> Operations                    |

\*\*\* If you have already been issued Login/Password information and you are having problems logging into our systems, please contact Broker Care at (866) 871-1353 for guidance and do not complete this form.



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
genworth.com/reversepartner

## WHOLESALE AGREEMENT

This Wholesale Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Genworth Financial Home Equity Access, Inc. ("Genworth"), a CA Corporation and \_\_\_\_\_ ("Correspondent").

### WITNESSETH:

WHEREAS, Correspondent is duly licensed and approved to correspond Federal Housing Administration (FHA) insured home equity conversion loans, Fannie Mae Home Keeper reverse mortgage loans and other reverse mortgage loans (hereinafter "Loans"), and desires to deliver loan application packages for Loans to Genworth;

WHEREAS, Genworth desires to accept from Correspondent certain loan applications for such Loans for processing, underwriting and preparation of settlement documents upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the promises and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, mutually warrant, covenant and agree as follows:

1. Delivery of Loan Packages. Correspondent agrees to deliver to Genworth the loan applications for Loans that are taken by Correspondent, together with all related materials required pursuant to the terms and upon the conditions of this Agreement (collectively, the "Loan Packages"). Concurrent with the delivery of a Loan Package to, and its acceptance by, Genworth hereunder, Correspondent shall be deemed to have assigned, and hereby does assign, all of its rights, title and interest in and to such Loan Package to Genworth. Correspondent shall only deliver to Genworth Loan Packages for those loan programs that Genworth offers and approves from time to time that meet this Agreement and the programs outlined in the Guidelines (as defined herein).

2. Loan Package Standards. For a Loan Package delivered to Genworth to qualify for acceptance by Genworth hereunder, the Loan Package must be originated in accordance with, and satisfy all requirements of, (1) all applicable federal, state and local laws, ordinances, regulations and rules, including without limitation, section 255 of the National Housing Act, the FHA HECM regulations and applicable Mortgagee Letters, and the HUD HECM Handbook, 4235.1, and the Fannie Mae Guides, as applicable to HECM and Home Keeper loans, the federal Truth-in-Lending Act, as amended ("TILA"), the federal Equal Credit Opportunity Act, as amended ("ECOA"), and the federal Real Estate Settlement Procedures Act of 1974, as amended ("RESPA"), (2) any and all underwriting standards, loan product descriptions, policies, procedures, guidelines, memoranda and other requirements issued by Genworth from time to time, and all amendments thereto (collectively, the "Guidelines"), and (3) this Agreement. Upon the acceptance of a Loan Package by Genworth hereunder, Genworth will underwrite the Loan Package. The decision to reject a Loan Package or to approve a Loan in connection with a Loan Package shall be made by Genworth in its sole discretion. The rejection of Loan Packages and the origination of loans in connection with Loan Packages will be made in the name of Genworth.



3. Guidelines. The Guidelines are incorporated herein by reference, and made a part hereof in all respects. Genworth will provide Correspondent with a copy of its Guidelines. Genworth reserves the right, in its sole discretion, to revise the Guidelines, and Genworth will notify Correspondent of all such revisions. Genworth may revise the Guidelines at anytime in its sole discretion, and, notwithstanding that Correspondent takes a loan application to be delivered as part of a Loan Package to Genworth pursuant to this Agreement, any revisions to the Guidelines will apply to such loan applications delivered as part of a Loan Package to Genworth pursuant to this Agreement.

4. Loan Package Contents. Each Loan Package shall contain the material specified in the Guidelines, and as otherwise required by this Agreement.

5. Responsibilities and Obligations of Parties; Correspondent Compensation.

5.1 Correspondent Responsibilities. During the term of this Agreement, in addition to all other obligations and responsibilities contained in this Agreement, Correspondent shall perform those services as specified in the Guidelines.

5.2 Correspondent Compensation. In consideration for the services performed by the Correspondent hereunder, Correspondent may be paid an origination fee as agreed between the Correspondent and the applicant, as set forth in the Guidelines, and Genworth may also pay Correspondent a fee, as set forth in the Guidelines. All fees paid to Correspondent by applicant and/or Genworth hereunder shall represent the fair market value for such services in the marketplace in which such services are provided. Genworth shall pay these fees to Correspondent only in connection with Loan Packages submitted by Correspondent hereunder that result in loans that are closed and funded by Genworth hereunder.

5.3 Genworth Responsibilities. Genworth shall be responsible for the following activities:

(a) taking all commercially reasonable actions (with the cooperation of Correspondent) as may be prudent for Genworth to become a sponsor of Correspondent. All costs, expenses and fees associated with Correspondent becoming an FHA-approved loan correspondent or, as applicable, sponsored by Genworth, shall be the exclusive responsibility of the Correspondent;

(b) underwriting and, for acceptable Loans, promptly closing Loans on Loan Packages that have been approved for funding, which Loans may be in the name of Genworth or, where appropriate, in the name of Genworth's investors;

(c) performing such other acts which are reasonably related or necessary to the above-mentioned activities.



6. Loan Pricing.

6.1 Pricing Terms. Genworth regularly will notify Correspondent of Genworth's interest rates and other pricing terms ("Pricing Terms") applicable to Loan Packages that Correspondent delivers to Genworth hereunder. Correspondent acknowledges and agrees that such Pricing Terms are subject to change at any time without advance notice. Such pricing shall be binding on Genworth only if a loan applicant has locked in his rate as described in section 6.2 below.

6.2 Interest Rates. Each Loan Package that Correspondent delivers to Genworth must have the interest rate therein set as specified in the Guidelines. Correspondent must have correctly followed all Genworth procedures contained in the Guidelines in order for Genworth to honor the pricing terms for each Loan Package submitted to it by Correspondent.

7. Correspondent Agreement With Applicants. In connection with each Loan Package to be delivered to Genworth hereunder, Correspondent must enter into a written disclosure and agreement with the applicant as specified in the Guidelines.

8. Notice Regarding Loan Packages and Status. Correspondent shall immediately notify Genworth upon learning that, or having reason to believe that:

(a) Any information contained in a Loan Package previously delivered to Genworth hereunder is not true or correct; or

(b) Any governmental agency that has granted Correspondent a license, registration, exemption or other approval necessary for Correspondent to perform under this Agreement has made an adverse finding, or taken an adverse action, with regard to Correspondent or any of its owners, directors, officers, partners or employees.

Correspondent also shall immediately notify Genworth of any change in ownership, financial condition or senior management of Correspondent .

9. Financial Statements; Licenses; Examinations. Correspondent shall provide Genworth with copies of Correspondent's financial statements, and other information, as specified in the Guidelines.

10. Relationship of Parties.

10.1 Independent. Correspondent is an independent contractor and shall not represent itself in any manner to be an agent, employee, representative, partner or joint venturer of Genworth.



11. Non-Solicitation and Early Payoff.

11.1 Non-Solicitation. With respect to any Loan made by Genworth in connection with a Loan Package delivered by Correspondent to Genworth hereunder, Correspondent shall not solicit the related borrower(s) for any purpose, including the refinancing of such Loan.

11.2 Correspondent must refund to Genworth any and all origination fees and other compensation received or paid to Correspondent in connection with any Loan delivered to Genworth under this Agreement where any such Loan is refinanced within 12 months of the date of the Loan's closing.

12. Protecting Information

12.1 Proprietary and Confidential Information. Correspondent acknowledges that certain items and types of confidential and proprietary information (collectively, the "Proprietary Information"), including without limitation this Agreement, the Guidelines, the Pricing Terms, the trade and service marks of Genworth, software and the forms, disclosures and other documents provided to Correspondent in connection with this Agreement, are owned and controlled by Genworth and constitute valuable assets and trade secrets of Genworth. Correspondent shall not sell, lease, assign, license, utilize, distribute, publish or duplicate all or any part of the Proprietary Information, whether received in writing or orally, without obtaining Genworth's prior written consent. Correspondent agrees not to disclose any part of the Proprietary Information to any person or entity except to directors, officers and employees of Correspondent who are required to have knowledge of such information in the course of Correspondent's exercise of its rights and obligations under this Agreement. Correspondent agrees to cooperate with Genworth in enforcing the provisions of this section against any unauthorized use or disclosure of the Proprietary Information by present or former directors, officers or employees of Correspondent or by others. Upon termination of this Agreement for any reason, Correspondent agrees promptly to return to Genworth all of the Proprietary Information provided to Correspondent, to refrain from disclosing any of the Proprietary Information to any persons, and to take all necessary steps to discontinue immediately its use of the Proprietary Information. The obligations of Correspondent under this section 12.1 shall survive the termination of this Agreement.

12.2 Personal Information (Massachusetts Only). Genworth and Correspondent agree that they (i) shall maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of consumers' personal information, including maintaining security measures designed to meet the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth published in 201 CMR 17.00, and (ii) shall otherwise comply with all applicable laws and regulations regarding the privacy or security of consumers' personal information. For purposes of this section, the term personal information shall have the meaning assigned to it in the Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 CMR 17.00.

13. Representations and Warranties of Correspondent. Correspondent represents and warrants to Genworth as follows, as of and from the date of this Agreement, the date of submission of each Loan Package and continuing at all times during the existence hereof:



(a) Correspondent is duly organized, validly existing and in good standing under the laws of the state of its formation. Correspondent is duly qualified, licensed and approved to transact business and to conduct the activity contemplated by this Agreement in all states in which such qualification, licensure or approval is required.

(b) Correspondent has the full power and authority to enter into and consummate all transactions contemplated by this Agreement, has duly authorized the execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Correspondent enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.

(c) The execution, delivery and performance of this Agreement by Correspondent, its compliance with the terms and conditions hereof, and consummation of the transactions contemplated hereby shall not violate, conflict with, or result in a breach of any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party. There are no judicial or governmental actions, suits, proceedings or investigations pending or threatened against or affecting Correspondent or its assets that could have a material adverse affect on the ability of Correspondent to perform its obligations under this Agreement.

(d) In connection with each Loan Package submitted by Correspondent to Genworth hereunder, Correspondent affirms that all information contained in such Loan Package is accurate and complete, and that the Loan Package otherwise meets the Guidelines and this Agreement.

#### 14. Indemnification.

14.1 Indemnification by Correspondent. Correspondent shall indemnify and hold Genworth harmless against and in respect of, and shall reimburse Genworth for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of, resulting from or relating to (a) any misrepresentation made by Correspondent in this Agreement, (b) any breach of a representation or warranty of Correspondent, or the non-fulfillment of any covenant, agreement or condition of Correspondent, contained in this Agreement, including without limitation the failure of Correspondent to comply with the requirements and guidelines of the Guidelines and applicable federal, state and local laws, ordinances, regulations and rules, (c) the failure of Correspondent to follow Genworth's lock-in procedures, (d) any dispute by an applicant regarding the fee charged by the Correspondent, or (e) the suspension or termination of this Agreement by Genworth pursuant to section 16.

14.2 Indemnification by Genworth. Genworth shall indemnify and hold Correspondent harmless against and in respect of, and shall reimburse Correspondent for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of, resulting from or relating to the non-fulfillment of any covenant, agreement or condition of Genworth, contained in this Agreement.

#### 15. Repurchase.



15.1 Event of Repurchase. In the event that (i) Correspondent breaches any covenant or requirement set forth in this Agreement or the Guidelines, or (ii) any of the representations or warranties made herein by Correspondent are found to be false, incorrect or otherwise misleading at the time made or at any time thereafter, or (iii) an investor which purchased a loan from Genworth has demanded or requested repurchase of such loan, or an insurer that has insured a Loan (including the FHA) has denied a claim with respect to such insurance or requested indemnification with respect to a Loan, or such FHA or other mortgage insurance is not obtained or lapses due to the fault or actions of the Correspondent, (iv) the borrower or any other party to the mortgage transaction made a false representation in connection with such transaction, whether the Correspondent was a party to or had knowledge of such false representation, or should have known of such fraud or false information, or (v) a loan was originated, processed or otherwise dealt with by Correspondent, or any other person or entity on behalf of Correspondent, in any manner which, in Genworth's sole judgment, Fannie Mae, or a prudent lender could consider improper, deceptive or fraudulent, then Correspondent, upon receipt of written demand from Genworth, shall immediately repurchase each loan relating thereto in accordance with this section 15 or the Guidelines. Genworth's review of, or failure to review, the Loan Package or any portion of a Loan Package shall not affect Genworth's right to demand repurchase of a loan or any other relief provided by this Agreement.

15.2 Repurchase Price. The repurchase price shall be equal to the sum of: (i) the amount of the premium or other compensation paid by Genworth to Correspondent in connection with such Loan hereunder, (ii) all costs incurred by Genworth in underwriting, closing, funding or otherwise related to or associated with the Loan, (iii) the unpaid principal balance of the Loan, (iv) all accrued but unpaid interest thereon at the applicable note rate through the date of repurchase, (v) any unreimbursed advances, costs or expenses made or incurred by Genworth in connection with such Loan, and (vi) if Genworth has sold the loan, all other costs incurred by Genworth in purchasing the Loan from the investor or pool.

15.3 Repurchase Procedure. Within three business days after receipt of written demand for repurchase from Genworth, Correspondent shall remit the repurchase price, as determined in section 15.2, to the bank account designated by Genworth by wire transfer of immediately available funds. Promptly following receipt by Genworth of such funds, Genworth shall release to Correspondent all loan documents in Genworth's possession with respect to such repurchased Loan and shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest Correspondent, or its designee, with title to such repurchased loan.

15.4 Opportunity to Cure. Genworth shall provide Correspondent with the opportunity to cure, to the satisfaction of Genworth or the investor, as applicable, any and all defects related to the loan that gave rise to the repurchase obligation under this section 15. Such opportunity to cure shall exist for a period of time that is reasonable, in the sole judgment of Genworth, under the circumstances (but in no event greater than 30 days), and shall be at Correspondent's sole cost and expense.

## 16. Term; Termination and Suspension.

16.1 Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until terminated or suspended as provided in this section 16.



16.2 Termination by Genworth With Cause. Genworth may terminate this Agreement immediately upon delivery to Correspondent of notice of termination in the event that:

(a) There is a breach of a representation or warranty of Correspondent, or the non-fulfillment of any covenant, agreement or condition of Correspondent, contained in this Agreement or in any document furnished or to be furnished by Correspondent pursuant to this Agreement or the Guidelines.

(b) Correspondent makes a misrepresentation in this Agreement, or in connection with any document furnished or to be furnished by Correspondent pursuant to this Agreement or the Guidelines.

(c) Genworth determines, in its sole discretion, that there was fraud committed in connection with a Loan Package delivered to Genworth hereunder.

(d) Correspondent, without the prior written consent of Genworth, reorganizes its structure, sells or otherwise disposes all or substantially all of its assets, permits a change in ownership, or changes its senior management.

(e) Any governmental agency that has granted Correspondent a license, registration, exemption or other approval necessary for Correspondent to perform under this Agreement terminates, suspends or restricts Correspondent's approved status or restricts the activities of Correspondent that are subject to the regulation of such agency.

(f) If any law, ordinance, regulation, rule, court decision, administrative ruling, or other act of a governmental body shall, in the sole judgment of Genworth, render this Agreement (or any parts thereof) illegal or materially change the rights or obligations of Genworth hereunder.

16.3 Effect of Termination. If Genworth terminates this Agreement with cause pursuant to section 16.2, then (a) Genworth, in its sole discretion, may (i) accept the Loan Packages that at the time of termination have been delivered by Correspondent to Genworth pursuant hereto, but have not been accepted yet by Genworth, or (ii) reject any or all Loan Packages that at the time of termination have been delivered by Correspondent to Genworth pursuant hereto, but not accepted yet by Genworth and return any or all such Loan Packages to Correspondent without further obligation, and (b) except as otherwise provided in this Agreement, the respective obligations of Correspondent and Genworth under this Agreement shall cease on the date of termination. Notwithstanding the termination of this Agreement pursuant to section 16.2, the warranties and representations of the parties contained in this Agreement, the respective obligations of each party hereunder to indemnify and hold harmless the other party pursuant to section 14, Correspondent's obligations under section 11 with regard to non-solicitation and non-competition, section 12.1 with regard to Proprietary Information and section 15 with regard to repurchases, and Genworth's obligation under section 7 to instruct the closing agent to remit the amount of the Correspondent fee to Correspondent for each closed loan that results from a Loan Package delivered by Correspondent to Genworth hereunder, shall survive the termination of the Agreement and shall remain in full force and effect until such time as all of the mortgage loans originated by Genworth in connection with Loan Packages delivered to Genworth hereunder have been paid in full, foreclosed or otherwise retired.



16.4 Suspension. Whenever Genworth believes, in its sole discretion, that grounds may exist to terminate this Agreement with cause pursuant to section 16.2, then it shall be entitled to suspend operation of this Agreement pending the completion by Genworth of an investigation. Such a suspension shall be effective immediately upon delivery to Correspondent of notice thereof. Upon completing its investigation, Genworth shall deliver to Correspondent notice of its intention either to terminate this Agreement pursuant to section 16.2, or to reinstate operation of this Agreement as of the date set forth in the notice. Upon receiving notice of suspension of this Agreement pursuant to this section 16.4, Correspondent shall cease delivering Loan Packages to Genworth and Genworth is not required to accept any Loan Packages previously delivered to, but not yet accepted by, Genworth. Throughout any such period of suspension, all warranties and representations of the parties contained in this Agreement, the respective obligation of each party hereunder to indemnify and hold harmless the other party pursuant to section 14, Correspondent's obligations under section 11 with regard to non-solicitation and non-competition, section 12.1 with regard to Proprietary Information and section 15 with regard to repurchases, and Genworth's obligation under section 7 to instruct the closing agent to remit the amount of the Correspondent fee to Correspondent for each closed loan that results from a Loan Package delivered by Correspondent to Genworth hereunder, shall remain in full force and effect.

16.5 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days notice to the other party. In the event of termination under this section 16.5, the procedures under section 16.3 of this Agreement shall not apply.

16.6 No Liability. Except as expressly otherwise provided herein, Genworth shall have no liability to Correspondent, and in no event shall Genworth have any liability to any other party, in connection with the suspension or termination of this Agreement.

17. Facsimile and E-Mail Communications. By executing this Agreement, Correspondent agrees to receive communications from Genworth via facsimile, electronic (e-mail) communication, or the Genworth website. This does not obligate Genworth to communicate with Correspondent via facsimile, e-mail communications, or the Genworth website, and Correspondent acknowledges that, although e-mail can enhance significantly the ability to transmit information in a more timely and efficient manner, the security of e-mail communications cannot always be assured and there is a potential for e-mail communications to be received, or intercepted, by unintended parties, and Correspondent accepts and assumes the exposure and liability associated therewith. Any update will constitute an amendment to this Agreement. By executing this Agreement, the Correspondent acknowledges and agrees to be bound by the terms and conditions of the Program Guidelines and Documents as so amended.

18. Attorney's Fees and Expenses. If any party hereto shall bring suit against the other party as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing party obtaining judgment in such action shall be entitled to receive from the non-prevailing party, reasonable attorney's fees incurred by reason of such action and all costs of suit and preparation at both trial and appellate levels.



19. Notices. All notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, telegram, overnight express or similar service, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the following addresses or facsimile numbers, as applicable (which addresses and facsimile numbers may be revised by notice):

Genworth:

Genworth Financial Home Equity Access, Inc.  
10951 White Rock Road, Suite 200  
Rancho Cordova, California 95670  
Telephone Number: (866) 871-1353  
Facsimile Number: (866) 375-6139  
Attention: Broker Care

Correspondent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Attention: \_\_\_\_\_

All notices and statements shall be deemed given, delivered, received and effective upon personal delivery or receipt of facsimile or telegram, one calendar day after sending by overnight express or any similar service or three calendar days after mailing by first class United States mail in the manner set forth above.

20. Entire Agreement; Amendment. This Agreement, and the documents, instruments and agreements to be executed and delivered pursuant to this Agreement, constitute the entire agreement between the parties with respect to the subject of the transactions contemplated hereby and supersede all prior letters or agreements with respect thereto. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

21. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

22. No Waivers; Remedies Cumulative. The waiver of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach. All remedies afforded by this Agreement for a breach hereof shall be cumulative; that is, in addition to all other remedies provided for herein or by law or in equity.

23. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise limited herein, their respective successors and permitted assigns.

24. Assignment. Correspondent may not assign this Agreement without the prior express written consent of Genworth.



25. Governing Law. Both Genworth and Correspondent agree that this Agreement shall be governed by, as applicable, federal law and the law of the State of California, without giving effect to the choice of law principles of the State of California. The parties agree to submit themselves to the jurisdiction of the courts of the State of California, venued in Sacramento.

26. Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration by three arbitrators in accordance with the CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Arbitration proceedings shall take place in the city of the responding party's location. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of both parties. The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may file a complaint to seek a preliminary injunction or other provisional judicial relief to protect such party's intellectual property rights, confidential Information, or customer Information. Despite such action the parties will continue to participate in good faith in the procedures specified in this section. Each party will bear their own expenses for any actions arising under this Section.

27. Release. Except as otherwise specifically provided herein, each party expressly releases the other from any liability in the event either of said parties cannot fulfill any obligation hereunder if such obligation is or becomes illegal under any provisions of local, state or federal laws governing same.

28. Benefit of Parties Only. This Agreement is made for the sole benefit of the parties hereto and of their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, nothing herein shall create, or be deemed to create, a relationship between the parties hereto, or either or them, and any third person in the nature of a third party beneficiary, equitable lien or fiduciary relationship.

29. Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.

30. Enforceability. It is the desire and intent of Correspondent and Genworth that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any portion of this Agreement is adjudicated to be invalid or unenforceable, then this Agreement shall be deemed amended to delete only such portion of this Agreement in the particular jurisdiction in which such adjudication is made.

31. General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:



- (a) The use of the singular form includes the plural, and the use of the plural form includes the singular.
- (b) The use of any gender herein shall be deemed to include the other gender.
- (c) The captions used in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.
- (d) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision.
- (e) The term "include" or "including" shall mean without limitation by reason of enumeration.
- (f) Each reference to a "section" shall be to the specified section(s) of this Agreement and shall include all subsections of such section(s).
- (g) Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered by one of its duly authorized officers, all as of the date first above written.

GENWORTH:

Genworth Financial Home Equity Access, Inc.

By: \_\_\_\_\_  
Name: Peter Engelken  
Title: President

CORRESPONDENT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between Genworth Financial Home Equity Access, Inc. (Genworth) ("Licensor") and

\_\_\_\_\_  
("Licensee").

WHEREAS, Licensee desires to license from Licensor a certain System (as hereinafter defined) upon the terms hereof; and

WHEREAS, Licensor is willing to grant to Licensee certain non-exclusive rights in and to the System as specified herein.

NOW, THEREFORE, the parties agree as follows:

### 1. LICENSE

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee accepts from Licensor, a non-exclusive license to use the System together with a non-exclusive right to use any upgrades, enhancements, modifications, and improvements to the System, directly or indirectly, but only for purposes of Licensee's own business and operations. Licensee shall not have the right to sell, transfer, sublicense or distribute in any manner to any person the System, or any portion, component, enhancement or modification thereof, other than to Licensee's consolidated group of affiliates.

### 2. CONDITIONS

(a) System. The "System" will mean only the current versions of the application programs referred to as the Genworth Broker Portal, as they exist on the date of this Agreement, including, but not limited to, (i) all user guides, installation guides, narrative descriptions, file layouts, logic flow diagrams, source and load modules, output reports, test and other data, test programs and other information that are presently used in connection with such application programs and (ii) all trade names, trademarks, service marks and other words or symbols that are presently used to identify such application programs (the "Marks"). The "System" will include any upgrades, enhancements, modifications, and improvements to the System, that Licensor may develop, directly or indirectly, after the date of this Agreement, if any (the "Developments") but only prior to the date of termination hereof.

(b) DISCLAIMER OF IMPLIED WARRANTIES. THE SYSTEM IS PROVIDED "AS IS," WITH ALL FAULTS AND DEFECTS, AND GENWORTH MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SYSTEM. GENWORTH DISCLAIMS, AND USER WAIVES AND RELEASES ITS RIGHTS UNDER, ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (C) CLAIM OF INFRINGEMENT. USER ASSUMES TOTAL



RESPONSIBILITY FOR THE SELECTION OF THE SYSTEM TO ACHIEVE USER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED FROM THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE FINANCIAL CALCULATIONS, LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SYSTEM. USER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) GENWORTH IS NOT A LICENSED ATTORNEY AND THUS MAY NOT RENDER LEGAL ADVICE; AND (B) USER SHOULD SEEK INDEPENDENT COUNSEL TO ENSURE THAT THE LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SYSTEM COMPLY WITH APPLICABLE LAW. USER ASSUMES TOTAL RESPONSIBILITY FOR THE USER DATA, REGARDLESS OF WHO INPUTS SUCH DATA INTO THE SYSTEM. GENWORTH SHALL BE ENTITLED TO RELY ON THE USER DATA WITHOUT HAVING TO REVIEW SUCH DATA FOR ACCURACY OR COMPLETENESS. USER ACKNOWLEDGES THAT GENWORTH'S LACK OF REVIEW SHALL NOT RESULT IN A WAIVER OF OR IMPAIR THE RIGHTS OF GENWORTH UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

(c) Maintenance and Support. Licensor will have no obligation, express or implied, to Licensee to (i) update, revise or otherwise maintain the System or (ii) provide any such person with diagnostic, corrective or other support services in connection with its use, modification, licensing, marketing, maintenance or support of the System, except as expressly provided herein.

(d) Marks. Licensor will have no obligation, express or implied, to register, maintain or renew the registration of any Mark.

(e) Non-Exclusivity. Licensor may license, sublicense or otherwise market the System, directly or indirectly, to any person without restriction. Licensee has only a limited, non-exclusive license under this Agreement.

### 3. CONFIDENTIALITY

Licensee hereby agrees to maintain the confidentiality of the System and not disclose same to any other party for use, review, evaluation or for any other purpose. Licensee agrees that the System is propriety to Licensor and disclosure or distribution thereof would result in substantial damages to Licensor.

### 4. INDEMNITY

Licensee will indemnify Licensor against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that Licensor may incur or to which it may be subject if Licensee uses, distributes or discloses the System in a manner that exceeds the scope of the license contemplated hereunder or Licensee breaches or violates any representation, warranty or obligation under this Agreement.

### 5. ASSIGNMENT

No party may assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the other parties. Any purported assignment without such approval will be null and void.



6. **WAIVER, AMENDMENT**

Any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.

7. **TERM**

The license granted under this Agreement shall be perpetual and continue in full force and effect. Provided, however, that Licensor shall have the right to terminate this Agreement immediately upon the discovery of the unauthorized use of the license granted hereunder by Licensee. In such event, Licensee shall return the System and components thereof immediately.

The license granted hereunder to Developments to the System shall be applicable only to those Developments made, applied and incorporated into the System prior to the termination date hereof.

8. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws.

9. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives identified below.

LICENSEE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSOR: Genworth Financial Home Equity Access, Inc.

By: \_\_\_\_\_  
Name: Peter Engelken  
Title: President

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
genworth.com/reversepartner

CORPORATE RESOLUTION

OF

\_\_\_\_\_

RESOLVE, \_\_\_\_\_

(“Broker”), hereby approves, ratifies, confirms and adopts the terms and conditions of the Wholesale Agreement (such agreement, together with any amendments thereto, being referred to herein as the “Agreement”) relating to the origination of reverse mortgages, between Genworth Financial Home Equity Access, Inc. (Genworth) and Broker in substantially the form presented to this Board for review at this meeting:

FURTHER RESOLVED, that any of the following persons:

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature

(each, an “Authorized Officer”) be, and they hereby are, authorized to execute and deliver, on behalf of Broker, the Agreement and any further amendments, as deemed necessary or appropriate by any such Authorized Officer, to the Agreement.

FURTHER RESOLVED, that Broker authorized, ratified and confirms (i) origination of Reverse Mortgage Loans (as defined in the Agreement) in accordance with the provisions of the Agreement and (ii) the performance of the obligations, covenants and agreements of Broker as set forth in or contemplated by the Agreement.

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, jointly and severally, to take any and all action and execute and deliver any and all documents in the name and on behalf of Broker as may be deemed necessary or appropriate by any such Authorized Officer to carry out the purposes and intend of the forgoing resolutions and to perform the obligations of the Broker under the Agreement.



FURTHER RESOLVED, that all actions heretofore taken by the officers of Broker, in its name and on its behalf, in connection with any of the forgoing matters are hereby in all respects ratified, confirmed and approved by the Board of Directors of Broker.

FURTHER RESOLVED, that Broker is authorized to enter into similar documentation with Genworth for subsequent mortgage purchase programs of a similar nature as the Authorized Officers, or any of them, may deem, in their discretion, to be consistent with the terms and powers conferred under the foregoing resolutions.

**CERTIFICATE**

I, \_\_\_\_\_ Secretary of Broker, certify that the above and foregoing is a true and correct copy of the resolutions passed at a meeting of the Board of Directors of Broker duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and the same now appears in the minutes book of Broker and the minutes reflect that a quorum was present. I further certify that as of the date hereof the foregoing resolutions are in full force and effect and have not been modified or rescinded.

\_\_\_\_\_ Secretary/Authorized Officer



Genworth Financial Home Equity Access, Inc.

10951 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
866 871.1353  
866 375.6139 fax  
genworth.com/reversepartner

## **FHA PRINCIPAL and AUTHORIZED AGENT AGREEMENT**

### **(FHA-Insured Home Equity Conversion Mortgage Loans)**

This FHA Principal and Authorized Agent Agreement (“Agreement”) is dated as of \_\_\_\_\_, by and between Genworth Financial Home Equity Access, Inc. (referred to as “Principal” in this Agreement), and \_\_\_\_\_, (referred to as “Agent” in this Agreement). Principal and Agent are referred to in this Agreement, collectively, as the parties.

### **RECITALS**

WHEREAS Agent is in the business, among other things, of originating home equity conversion mortgages loans ("Loans") to be insured by the Federal Housing Administration ("FHA");

WHEREAS Agent wishes to be able to offer Loans to its customers;

WHEREAS Principal is in the business of originating Loans to be insured by the FHA;

and,

WHEREAS Principal specializes in originating and underwriting Loans.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises made herein, and other good and valuable consideration, Principal and Agent hereby agree as follows:

### **AGREEMENT**

1. **Effective Date; Term.** This Agreement shall be effective, following its due execution by each of Principal and Agent, upon Agent notifying Principal that Agent has registered electronically as Agent of Principal upon the books and records of the FHA. This Agreement shall remain in full force and effect until it is terminated by either of the Parties under Section 17 of the Agreement.
2. **FHA Mortgagee Approval.** Principal and Agent both are, and shall remain so throughout the term, properly licensed in each state, or exempt, in which they conduct



mortgage business, and Principal is a Non-Supervised FHA-approved mortgagee, and Agent is a Supervised or Non-Supervised FHA-approved mortgagee, as applicable, each in good standing with the FHA. Principal is and shall maintain its unconditional “Direct Endorsement” authority approval in good standing with the FHA. Agent shall maintain its approval as Mortgagee, and also may have and maintain such “Direct Endorsement” authority.

3. **FHA Jurisdictional Approval.** Agent is and shall remain so throughout the term of this Agreement, duly approved by the FHA to originate Loans in each and every locality in which the collateral securing such Loans is located.
4. **Loans Rejected by Agent .** Agent shall not submit to Principal any loan application for a Loan, which was simultaneously submitted to another Lender or was previously rejected by the Agent or another Supervised or Non-Supervised FHA-approved mortgagee, as being ineligible for FHA insurance.
5. **Further Assurances.** Loans subject to this Agreement will be insured by the FHA and closed in the name of the Principal. Each party agrees to execute and deliver such instruments and take such actions as the other party may, from time to time, reasonably request, in order to effectuate the purposes and to carry out the terms of this Agreement. Without limitation of the foregoing, Agent agrees to do all things and to execute or otherwise obtain for Principal all additional documentation necessary for Principal to properly complete the approval or funding of any Loans.
6. **Non-Assignability.** Neither party may assign this Agreement. Any attempted assignment shall be void. No loan application for any Loan may be submitted to Principal for which loan applications were solicited or processed by any entity or any employee of any entity other than the Agent. Principal will underwrite applications for Loans that Agent sends to it and will not assign or contract out such underwriting.
7. **Confidentiality.** The parties agree that the terms and conditions of this Agreement, Principal’s Guidelines and any advice or agreement to fund or close any Loans hereunder shall be kept confidential and their contents shall not be divulged to any party without the other’s consent except to the extent that it is necessary for either party to disclose any such information in accordance with applicable law or in working with legal counsel, auditors, taxing authorities or other governmental agencies.
8. **No Third Party Originations.** Agent agrees that, during the term of this Agreement, Agent shall maintain an experienced, qualified and approved originations staff and shall cause such staff to perform all origination functions to be performed by Agent under this Agreement in compliance with the requirements of this Agreement, HUD/FHA requirements, and all modifications thereto. Agent shall cause the actual

originations and processing of Loans to be done only by employees of Agent who are qualified to originate, and have substantial experience originating, such loans. Agent shall not submit to Principal any loan application for Loans that was taken by any third party, including any such loan application taken by any Authorized Agent or Sponsored Loan Correspondent of the Agent.

9. **Non-Exclusive Agreement.** Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Principal and Agent. Principal acknowledges that Agent may provide the same or similar services to other Principal Mortgagees.
10. **Origination and Submission of Loan Applications.** Agent may from time to time compile application information from prospective borrowers for Loans and submit to Principal a completed, original loan application package for a Loan together with such related materials required to process and underwrite the Loan. In the event any form is incomplete or Principal requires additional information to evaluate the loan application, Principal will notify Agent in a timely manner and Agent will use its best efforts to assist in obtaining such additional material. The Principal shall underwrite the Loans.
11. **Agent's Responsibilities.** In addition to advising prospective borrowers for Loans regarding the necessity for counseling prior to making any application for a Loan, and obtaining a counseling certificate from such prospective borrowers, Agent will initiate, complete and obtain a loan application, and perform the following services in connection with each Loan: (a) educate the applicant (in a face-to-face meeting, where required) in the reverse mortgage financing process and the different types of reverse mortgages and other credit products available; (b) analyze prospective borrowers' reverse mortgage credit qualification information, including (i) the assessment of the prospective borrower's age (using reasonable means to identify the prospective borrower and his or her age), (ii) the prospective borrower's home value (including the use of an AVM methodology) and (iii) that the prospective borrower is the primary resident thereof, and (iv) ascertaining any outstanding liens that exist on the prospective borrower's home, including the amount or value thereof, and (v) any other liens against the prospective borrower personally, including federal tax liens (which may be discovered through the use of a credit report); (c) based on the applicant's reverse mortgage credit qualification information, pre-qualify and counsel prospective borrowers regarding potential or possible reverse mortgage loans; and (d) maintain regular contact with the applicant during the period between loan application and closing to apprise the applicant of the status of the loan application and the requirements to satisfy any outstanding conditions prior to closing, and to gather additional credit, financial and other information, as needed.



To the extent not provided above, Agent will perform the following additional services as requested by Principal: (a) initiate/order credit reports and requests for mortgage and other loan verifications; (b) initiate/order appraisals of the property proposed as security for the loan (the “Property”); (c) initiate/order inspections or engineering reports, if applicable; (d) provide disclosures (truth-in-lending, good faith estimates, etc.) to the borrowers as required by applicable law or by Agent; (e) collect financial information and other related documents that may be required or necessary as part of the loan application process; and (f) participate in the loan closing. Principal shall review the accuracy and completeness of all information provided by loan borrowers, and shall at all times maintain the integrity of Principal’s loan application and processing operations.

It is Principal’s responsibility to ensure that (i) Agent and its employees at all times maintain and use complete, up-to-date versions of the FHA guidelines and Principal’s Guidelines, including all Mortgagee Letters, Handbooks, updates, Bulletins, Announcements, Memorandums and product descriptions, and (ii) all of its employees performing origination duties and functions pursuant to this Agreement remain informed and knowledgeable regarding such guidelines and all Principal’s Guidelines.

**12. Principal’s Underwriting Responsibilities.** Principal shall make loan application approval decisions regarding Loans, and the Principal will make the underwriting determination in connection with Loans regardless of whether or not Agent has a “FHA Direct Endorsement” approval status. If Principal determines that the application does not qualify as a Loan, Principal will return the loan application package to the Agent. Agent shall ensure that each loan application is completed within a reasonable time.

**13. Closing and Funding of Loan Transactions; Agent Compensation; Ownership of Loans.** Principal shall have a reasonable time to review and underwrite completed loan application packages for Loans. Once Principal has completed its review of a loan application package, Principal will notify Agent whether such proposed Loan should be approved, subject to any Closing Conditions. Loans will be closed in Principal’s name and Principal will fund Loans. Agent will be paid part or all of the Origination Fee in connection with closed Loans, as agreed between Agent and Principal with respect to each Loan or a class of Loans, pursuant to the Wholesale Agreement entered into between the parties. Agent will not contract for, charge or assess any other fees directly to borrowers in connection with Loans. Agent hereby assigns to Principal, and Principal will own loan application packages transferred to it by Agent under to and pursuant to this Agreement, and Principal shall own the Loans originated and closed under this Agreement, and shall have the power and may deal with such Loans as it sees fit, without notification or further compensation to Agent.

All Loans will be closed and funded within the time limits specified in Principal's Guidelines. Prior to the closing of any Loans, and if available and allowable in the jurisdiction where the Property is located, the title insurance company issuing the mortgagee's title insurance policy required under the terms of Principal's Guidelines shall have delivered an "Insured Closing Protection Letter" (or similar instrument) naming the Principal as insured or covered party with respect to the settlement of such a loan. As used herein, an "Insured Closing Protection Letter" shall mean, in all states except New York and Texas, the ALTA (or similar) form of insured closing protection letter; in Texas the term shall mean the form of insured closing service letter prescribed by the Texas State Board of Insurance. In New York, such term shall mean closing protection and/or agent authorization letters issued by a title insurance company making such title insurance company liable for acts of its title agent that are within the scope of the title agent's authority while acting on the title insurer's behalf.

**14. Loan Documents.** All loan documents and other documents related to the closing of Loans shall be prepared by and will identify Principal as Lender or payee on the note, and as a secured party in the security instrument. After the closing of the transaction, at Principal's request, Agent may assist Principal in obtaining all instruments, recorded documents, title policy and other documents that relate to or evidence that the Loan was executed and/or issued at the closing in accordance with Principal's Guidelines.

**15. Representations and Warranties of the Parties.** Principal makes the following representations and warranties, and such shall continue until the termination of this Agreement:

- a. Principal is a duly organized and validly existing entity, is in good standing under the laws of the state of its organization, and is authorized to transact business in all states in which it transacts business. Principal possesses all necessary licenses and permits from all applicable federal, state, and local authorities to engage in the activities contemplated by this Agreement, and Principal is in compliance with all laws, rules, or regulations relating to licensing, qualification, or approval to originate loans as contemplated by this Agreement. This Agreement has been duly authorized and executed by Principal and is, or upon delivery will be, a legal, valid and binding obligation of Principal enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by Principal will not violate Principal's articles of incorporation, bylaws, any instruments related to the conduct of Principal's business, or any other Agreement or instrument to which Principal is a party. Neither Principal nor any of its agents know of any suit, action, legal or administrative or other proceeding pending or threatened



against Principal which would materially effect its ability to execute, deliver, or perform its obligations under this Agreement.

**16. Representations and Warranties of the Agent.** Agent makes the following representations and warranties, and such shall be continuing until the termination of this Agreement:

- a. Agent is a duly organized and validly existing entity, is in good standing under the laws of the state of its organization, and is authorized to transact business in all states in which it transacts business. Agent possesses all necessary licenses and permits from all applicable federal, state, and local authorities to engage in the activities contemplated by this Agreement, and Agent is in compliance with all laws, rules, or regulations relating to licensing, qualification, or approval to originate loans as contemplated by this Agreement. This Agreement has been duly authorized and executed by Agent and is, or upon delivery will be, a legal, valid and binding obligation of Agent enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by Agent will not violate Agent's articles of incorporation, bylaws, any instruments related to the conduct of Agent's business, or any other Agreement or instrument to which Agent is a party. Neither Agent nor any of its agents or employees know of any suit, action, legal or administrative or other proceeding pending or threatened against Agent which would materially effect its ability to execute, deliver, or perform its obligations under this Agreement.
- b. Agent has complied with all terms, conditions and requirements of Principal's Guidelines and this Agreement, and with all applicable federal, state and local laws relating to the loan application and origination process for Loans.
- c. Agent agrees to perform all loan processing functions in connection with Loans under this Agreement with the same care and diligence as an experienced prudent lender performing such duties in the industry with respect to similar mortgage loan products, and in any event with no less care and diligence than if it were originating Loans for its own account.
- d. None of the information or documentation contained in any loan application submitted by Agent to Principal, and none of the representations made by Agent to Principal related to any loan application for Loans submitted by Agent, will contain any untrue information, statement, or representation or omit to state a fact necessary in order to make such information, statement or representation not misleading.
- e. Agent has no knowledge nor any reason to know of any of the following: (i) fire, windstorm or other casualty damage to the Property; (ii) condemnation

proceedings, (iii) detrimental conditions which could reasonably be expected to adversely affect the market value of the Property including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, or other similar conditions; (iv) outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those that are affirmatively insured against by the title insurance policy; (v) outstanding oil, gas or other mineral interests now owned or controlled by the proposed borrower which might jeopardize the security interest in the Property or in any manner diminish the value of the Property; (vi) any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property might not be at least the amount reported therein; or (vii) circumstances or conditions with respect to the Property that could reasonably be expected to cause private institutional investors to regard the Loan as an unacceptable investment or adversely affect the value or marketability of the Loan.

**17. Termination of Agreement.** Either party may terminate this Agreement with or without cause. Principal may terminate Agent's authority to serve as an Authorized Agent of Principal upon thirty (30) days prior written notice to Agent. Agent may terminate its status as an Authorized Agent of Principal upon thirty (30) days prior written notice to Principal. Further, this Agreement shall immediately terminate without notice upon HUD's withdrawal or revocation of either party's FHA approved Supervised or Non-Supervised mortgagee status or Direct Endorsement authority. All obligations or liability of either party to the other hereunder shall survive termination of this Agreement.

**18. Change of Ownership, Financial Condition or Senior Management.** Either party will promptly advise the other of any material adverse change in its business or financial condition, or any change in its ownership or senior management. Either party also shall inform the other in writing of any change in status of any required license and of any pending, threatened or final judicial, administrative or regulatory action or order which may impact the status of a required license or its eligibility under this program.

**19. Compensation.** Agent may be compensated for processing Loans pursuant to paragraph 13 of this Agreement.

**20. Indemnification.** Agent shall indemnify and hold Principal, its successors and assigns, and their respective officers, directors, employees, shareholders, members, agents, contractors, affiliates and subsidiaries (collectively, the "Principal Indemnitees") harmless from and against, and shall reimburse Principal Indemnitees

with respect to, any and all claims, demands, losses, damages, interest, penalties, fines, forfeitures, judgments and expenses (including, without limitation, reasonable fees and disbursements of counsel, and court costs) (any of the foregoing hereinafter referred to as a “Claim”), resulting from, relating to or arising out of, whether the result of negligent or intentional conduct or otherwise: (i) any breach of any representation or warranty made by Agent pursuant to this Agreement or Principal’s Guidelines; (ii) any breach or failure to perform any covenant or obligation of Agent in this Agreement or Principal’s Guidelines; or (iii) any claim by a borrower resulting from a failure or refusal to fund a loan application package which failure or refusal is related to information obtained from Agent or Agent’s conduct.

In the event it is discovered by Principal through its own investigation or through a HUD review or audit that fees have been charged to a borrower in excess of those allowed by the FHA or state regulations, Agent promptly shall refund such excess fees directly to a borrower or reduce the fees charged at closing and provide evidence to Principal that such has been done. Agent shall indemnify Principal for any damages related to any excess charges.

Principal shall indemnify and hold Agent harmless against and in respect of, and shall reimburse Agent for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of, resulting from or relating to the non-fulfillment of any covenant, agreement or condition of Principal, contained in this Agreement.

- 21. Rights to Obtain Certain Information.** During the term of this Agreement, if requested each party shall furnish the other with (i) copies of all renewals of its licenses within thirty (30) days after they are issued by the applicable regulatory authorities; and (ii) copies of its audited financial statements promptly after they become available (in the event a party does not obtain an audited financial statement, such party will furnish the other with its internally prepared financial statements which are certified by the party’s chief financial officer as having been prepared in accordance with generally accepted accounting principles consistently applied with any exceptions expressly noted). If requested, each party shall also provide any other information reasonably related to substantiating its continuing eligibility to participate in the loan programs subject to this Agreement as in effect from time to time. Each party acknowledges that each year it must certify to the FHA its current eligibility for approval as a FHA-approved Supervised or Non-Supervised mortgagee and pay the FHA annual fees, as applicable. Each party shall immediately notify the other if it loses its approval by the FHA.
- 22. Adverse Action Notices.** Agent will not deliver to any loan applicant an “adverse action” notice required by Federal Reserve Board Regulation B, 12 C.F.R. §202.9



when Principal determines that an applicant does not qualify for a particular loan. Rather, Principal shall deliver a completed adverse action notice to Agent specifying the reasons Principal has declined to approve a Loan. Agent shall forward this adverse action notice to the applicant (with a copy to Principal) no later than thirty (30) days following the date Principal received a “completed application” (as defined at 12 C.F.R. §202.2) for the prospective loan unless, within the thirty (30) day period, the loan has been approved by the Principal or another lender.

**23. Power of Attorney.** Agent does hereby make, constitute and appoint Principal and any of its properly designated officers, or employees as the true and lawful attorneys of Agent with power to sign the name of Agent on documents or instruments that are necessary in order to effectuate the terms and provisions of this Agreement, including, but not limited to, any assignments and/or endorsements of loan documents pertaining to any Loan funded under this Agreement. Principal is only an agent of Agent as specified under his section for the purposes of this Agreement, and no other purpose.

**24. Appointment of Trustee.** If loan documents are prepared by Agent, the appointment of trustees under any trust deeds or deeds of trust shall be subject to the approval of Principal.

**25. Use of Other’s Name.** Without the prior written consent of the other, neither party shall use the corporate names, logos, brand names, trademarks, trade names or service marks of the other party or any of the other party’s affiliates, or otherwise identify the other party or any of its affiliates, in the party’s advertising, marketing or promotional material, publicity releases, communications with the press, proposals to prospective clients, appraisers, or in announcements, customer listings, testimonials, websites and any other material distributed by or on behalf of the other.

**26. Miscellaneous.**

**a. Notices.** Any notice or demand which is required or permitted to be given by any party under this Agreement shall deem to have been given if either (i) personally served, or (ii) sent by prepaid, certified mail, addressed to the party at its address set forth below; or (iii) in such other manner as the parties may agree in writing:

If to PRINCIPAL:

Genworth Financial Home Equity Access, Inc.  
**10951 White Rock Road, Suite 200**  
**Rancho Cordova, CA 95670**  
Attention: **Broker Care**

**With a copy to:**



**General Counsel  
Genworth Financial Home Equity Access, Inc.  
6620 West Broad Street  
Richmond, VA 23230**

If to AGENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Each party may change its address for notices by providing written notice thereof to the other party.

- b. Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.
- c. Counterparts.** This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.
- d. Waivers/Non-Cumulative Remedies.** Failure or delay on the part of either party to exercise any right provided for herein shall not at as a waiver of any right hereunder, nor shall any single or partial exercise of any right of any party preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, or shall constitute a continuing waiver, unless such waiver is in writing and executed by the party making the waiver. All the remedies provided herein are deemed cumulative and nonexclusive.
- e. Survival.** All of the representations, warranties, covenants and obligations made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement of the consummation of the transactions contemplated by the Agreement.
- f. Governing Law; Jurisdiction.** **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE**

**OF CALIFORNIA AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. AGENT CONSENTS TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF CALIFORNIA AND THE FEDERAL COURTS AS TO ANY DISPUTE CONCERNING THIS AGREEMENT.**

- g. Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or in connection with any dispute related thereto, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which such party may be entitled.
- h. Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration by three arbitrators in accordance with the CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Arbitration proceedings shall take place in the city of the responding party's location. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of both parties. The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may file a complaint to seek a preliminary injunction or other provisional judicial relief to protect such party's intellectual property rights, confidential Information, or customer Information. Despite such action the parties will continue to participate in good faith in the procedures specified in this section. Each party will bear their own expenses for any actions arising under this Section



IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date indicated above.

AGREED:

**Genworth Financial Home Equity Access, Inc., PRINCIPAL**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: **Peter Engelken**

Title: **President**

\_\_\_\_\_, **AGENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



## National Reverse Mortgage Lenders Association

### CODE OF CONDUCT

Members of the National Reverse Mortgage Lenders Association are mindful that the soundness, usefulness, prosperity, and future of the Reverse Mortgage industry depends upon the honor and integrity of all persons engaged in the business.

Each member of this association agrees to observe and maintain the following standards of conduct in dealing with the senior community and their families:

- 1 Treat all clients with respect and dignity.
- 2 Protect the client's privacy and confidentiality and not distribute personal financial information to any third party without permission from the client.
- 3 Encourage clients to discuss the loan transaction with family members and/or other trusted advisors.
- 4 Inform clients at no charge about all of the member's reverse mortgage programs and assist each client to determine the program most suitable for his or her needs.
- 5 When estimating potential reverse mortgage benefits, clearly and accurately identify all costs.
- 6 Take reasonable steps to check out the background and procedures of third parties before accepting referrals of business from them, and refuse to accept referrals from those that are found unacceptable. Members shall disclose to clients any third party with a financial interest in the reverse mortgage transaction.
- 7 Not imply to a borrower that he or she is obligated to purchase any other product or service offered by the member or any other company in order to obtain a reverse mortgage.
- 8 Pay all loan proceeds directly to the borrower, except to retire existing debt, pay a contractor from the borrower's repair set-aside account, or pay property taxes or hazard insurance premiums from the borrower's set-aside account for taxes and insurance.
- 9 Employ individuals who have passed a background check and are found to be of good moral character.
- 10 Report any suspected violations of the Code of Conduct to the National Reverse Mortgage Lenders Association, and cooperate with all their investigations.
- 11 Make a good-faith effort to resolve concerns received from clients about a reverse mortgage transaction.
- 12 In all of their loan origination arrangements, comply (with the advice of qualified counsel as appropriate) with all applicable regulatory requirements including: (i) provisions of the federal Real Estate Settlement Procedures Act barring referral fees; (ii) state mortgage regulatory provisions requiring licensing by loan originators, if applicable; and (iii) with respect to FHA-insured HECM reverse mortgage loans, FHA provisions requiring licensing and restricting employment arrangements.

On behalf of \_\_\_\_\_ (company name), I hereby agree to abide by these terms of the NRMLA Code of Conduct

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER