

COUNSELOR AND AUTHORIZED THIRD PARTY PARTICIPATION AGREEMENT

This **COUNSELOR AND AUTHORIZED THIRD PARTY PARTICIPATION AGREEMENT** (this "Agreement") is by and between **Hope LoanPort, Inc.** ("HLP"), a 501(c)(3) non-profit corporation incorporated in the District of Columbia, and the entity acknowledging agreement hereto ("**Participant**") (each a "Party," and collectively, the "Parties" to this Agreement), as of the Effective Date identified below.

HLP is a national, neutral nonprofit utility providing technology-based solutions that facilitate transparency, consistency of treatment, accessibility and a superior experience for consumers and their advocates in pursuit of foreclosure alternatives and affordable home loans in underserved markets.

The following sets forth the terms and conditions pursuant to which Participant (functioning, with respect to the System, as an authorized third party of a Homeowner or an agent of an authorized third party of a Homeowner), agrees to participate in the Hope LoanPort network, which is a resource to administer, manage, facilitate, and enhance the submission of Foreclosure Alternative Applications for Homeowners. Accordingly, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

Definitions:

"**Authorized User(s)**" mean the individual employee(s) of Participant who have a need to know and are authorized by Participant to access and use the System on Participant's behalf. Unless otherwise noted, references to "Participant" in this Agreement will include both Participant and all Authorized Users.

"**Foreclosure Alternative Applications**" mean the application materials and related documentation and information for foreclosure prevention alternatives for Homeowners.

"**HLP Data**" means information (including certain Nonpublic Personal Information) that may be provided by Homeowners either directly by such Homeowners, or a Homeowner's authorized third party submitting certain information, documentation, or materials on such Homeowner's behalf.

"**HLP Materials**" means the information, resources, and System access provided by HLP (or its licensors) as set forth hereunder.

"**Homeowner(s)**" means the mortgagor who is the owner of a residential property.

"**System**" means HLP's designated website used in order to enable Participant to submit, review, or retrieve certain information related to Foreclosure Alternative Applications.

1. Party Responsibilities.

1.1. Responsibilities of HLP. In addition to the general obligations herein, HLP has the following specific responsibilities:

- (i). Access to the HLP System. Subject to the terms and conditions of this Agreement, HLP will provide to Participant's Authorized Users access to the System and the HLP Materials in order to enable Participant to submit, review, or retrieve certain information (including certain Nonpublic Personal Information) that may be provided by Homeowners, participating Servicers or other interested parties as may be applicable

on a case by case basis for Foreclosure Alternative Applications with respect to loans serviced by mortgage servicers that are participant users of the System, provided that such servicers, with respect to Participants which are taxable entities, have elected to receive Foreclosure Alternative Applications from taxable entities (the list of servicers that will accept Foreclosure Alternative Applications from taxable entities will be posted on the following url: <http://nte.hopeloanportal.org>, provided however, that the election of a Servicer to receive Foreclosure Alternative Applications from any type or individual entity is subject to change from time to time at each participating servicers' and/or HLP's discretion). HLP may, at its sole discretion, deliver the HLP Materials and perform any related services under this Agreement directly or through its designated contractors. Participant also acknowledges and agrees that HLP shall not, itself, be responsible for providing any mortgage loan origination, modification, investment, or counseling, debt management plan, debt adjusting, debt settlement, or debt negotiation services. In the event that Participant uses the system in the capacity of a "processor" of an authorized third party of a Homeowner, Participant must specifically notify HLP of the name of the authorized third party in the HLP registration materials, and the Participant's use of the system will be contingent upon the authorized third party's affirmation and agreement to comply with all applicable laws, rules, and regulations regarding the management of the Foreclosure Alternative Application as administered through the System.

- (ii). HLP, through its third party licensor or provider, shall use commercially reasonable efforts to make the System accessible to Participant through the web site designated by HLP, subject to routine and emergency maintenance, failure of third-party networks and communications facilities, and events of force majeure. Any other specifics for access, including any registration requirements or on-line agreements for Authorized Users (namely, the EULA, as defined below), shall be as specified by HLP. The content, layout, formatting, and arrangement of the System shall be as designed by HLP or its licensor in its sole discretion. HLP shall have the sole right to modify, upgrade, or change the System in any manner it deems appropriate.

1.2. Responsibilities of Participant. In addition to the other obligations herein, including, without limitation, the payment obligations, Participant has the following specific responsibilities during the term of this Agreement:

- (i). Conduct. Participant agrees to abide by HLP's guidelines for Participants (a copy of the current guidelines for authorized third parties and counseling agencies is available for review at:

<http://nte.hopeloanportal.org>

In addition, Participant shall not engage in, or be known to have engaged in, conduct which violates applicable laws, regulations, rules of conduct, or ethics codes applicable to it. HLP also reserves the right to examine Participant's performance under this Agreement and these conduct requirements by verifying or confirming compliance with HLP's guidelines. HLP, in its sole discretion, reserves the right to determine the eligibility of Participant to receive access to the System and any related HLP Data and to otherwise participate in HLP's network and reserves the right to revoke eligibility for access at any time.

- (ii). Compliance. Participant shall comply with all laws, rules, and regulations

applicable to its activities and obligations contemplated by this Agreement, including, without limitation, all counseling (including all laws, rules and regulations governing assistance for foreclosure relief, including but not limited to Regulation O, the Mortgage Assistance Relief Services (MARS) Rule, and the Telemarketing Sales Rule) antitrust, unfair trade, and privacy laws, rules, regulations, and industry standards as any of the foregoing may be promulgated and amended from time to time. Without limiting the foregoing, Participant shall be responsible, to the extent applicable, for meeting and complying with all legal, regulatory, or industry licensing, registration, certification, fiduciary, bonding, and other requirements promulgated by the federal government and its applicable agencies or by each state in or from which Participant will fulfill its obligations under this Agreement or from where Participant provides its services to Homeowners in connection with this Agreement. Participant agrees that its use of the System is contingent upon its continued compliance with applicable laws, rules and regulations, and HLP may conduct due diligence to verify any information submitted by Participant in connection with its registration (including but not limited to verification of current good standing of any licenses that Participant represents to HLP as being in good standing). Without derogation or limitation of any of HLP's other rights, in the event that Participant provides false information as part of the registration process, HLP may immediately revoke access to the System without penalty to HLP.

- (iii). Delivery of Foreclosure Alternative Applications. Participant, when acting as a Homeowner's authorized third party to submit materials and related documentation and information for a Foreclosure Alternative Application, agrees to provide any and all such materials, documentation, and information to the System in a timely manner. Moreover, with respect to receiving materials, documentation, and information that were solicited for the purpose of submission to the System, Participant agrees that it shall abide by HLP's EULA governing the collection and use of HLP Data through the System.

- (iv). Homeowner Assistance. During the term of this Agreement and in the event Participant submits a Foreclosure Alternative Application to a participating HLP servicer, Participant agrees, as a requirement for being a part of the HLP network, to provide the timely status of progress made while working with Homeowners with respect to such submissions. If applicable, Participant shall be responsible for maintaining sufficient industry-approved or legally required resources and for providing assistance to each Homeowner that is the subject of a Foreclosure Alternative Application (as provided under this Agreement). Participant shall also be responsible for maintaining all licenses and certifications required under state and federal law to legally perform activities in connection with this Agreement. Upon request, Participant shall provide to HLP sufficient documentation evidencing such licenses or certifications. Participant will provide each Homeowner that is the subject of a Foreclosure Alternative Application no less than the same level of effort and care as Participant provides to its other clients or customers for similar or identical services. Moreover, Participants shall ensure that all activities are provided in a professional manner consistent with best industry practices, legal requirements, and applicable rules promulgated by industry standard bearers. Participant shall maintain adequate records regarding all assistance provided to Homeowners under this Agreement, as dictated or required by industry standards, HLP, and applicable law. Participant also hereby acknowledges that HLP may, on a regular basis, monitor the activities Participant provides hereunder to ensure compliance with the foregoing requirements.

- (v). Marketing. Participant has no authority to make any representations or warranties on HLP's behalf and agrees that HLP shall have the right to review and approve, in advance of any use, the telephone scripts and other materials that describe or mention HLP and its products or services. Moreover, any permissible use of HLP's name or trademarks under or associated with the HLP Materials shall be limited to the express license(s) granted by HLP.
- (vi). Cooperation. Participant shall provide HLP with reasonable assistance in the implementation and delivery of the services and information to be provided through the System or in connection with and under the HLP Materials. Accordingly, Participant shall (at a minimum) furnish HLP with regular and periodic status information on pending, and the final outcomes of, Homeowner counseling service sessions or connections. With respect to any Participant Content (as defined below) provided by or through Participant, Participant acknowledges and agrees that HLP will be entitled to rely upon the accuracy and legality of such information or materials with respect to fulfilling HLP's obligations under this Agreement. Further, Participant grants to HLP a non-exclusive license to use the Participant Content to the extent necessary for HLP to fulfill its obligations under this Agreement.
- (vii). Authorized Users. Participant shall ensure that only Authorized Users have access to the System and HLP Data. Subject to HLP's right to monitor and audit compliance with the terms and conditions of this Agreement, Participant acknowledges and agrees that it is Participant's responsibility to monitor and maintain its Authorized Users' utilization of the System or HLP Data in compliance with the terms and conditions of this Agreement. In addition, Participant agrees to use commercially reasonable efforts to ensure that all Authorized Users will agree to abide by any on-line terms and conditions or privacy policy governing use of the System or any HLP Data as are provided by HLP from time to time (together, the "EULA"). Any breach of this Agreement or the EULA by one of Participant's Authorized Users shall constitute a breach by Participant. If Participant learns that any Authorized User may have breached any provision of this Agreement or the EULA, Participant will immediately notify HLP and will provide such assistance to HLP as it reasonably requests in enforcing this Agreement or the EULA against such Authorized User. Participant shall also keep HLP reasonably informed as to any issues encountered by Authorized Users in relation to the System and will communicate promptly in writing to HLP any and all notices of problems, errors, or defects (and a reasonable description thereof) as well as any suggestions for improvements or corrections (with such suggestions for improvements or corrections becoming the sole and exclusive property of HLP).
- (viii). System Access. Participant shall be responsible for obtaining, paying for, and providing any necessary software, equipment, hardware, or communication services necessary to access the System or receive any HLP Data (as permitted by this Agreement).
- (ix). User Accounts. Participant and each of its Authorized Users shall agree to be responsible for maintaining the confidentiality of any passwords or other account identifiers that are chosen, or are assigned, and all activities that occur under such password or account. HLP shall not be responsible for any mishandling of any password or other account identifier by Participant or its Authorized Users or for their failure to comply with these obligations. Participant and each Authorized User also agree to notify HLP in a timely manner of any unauthorized use of a password or account. Moreover, Participant and each Authorized User understands and agrees

that HLP reserves the right, in its own discretion, to change, cancel or suspend any password, username, or account if improper use or distribution is suspected. Participant will appoint a System Administrator who will be responsible for security and administrative tasks described above (setting up and timely deactivating Authorized Users, resetting passwords, unblocking accounts, etc.).

2. **Proprietary Rights.**

2.1. HLP Materials. Subject to the terms and conditions of this Agreement, including, without limitation, so long as Participant pays HLP the applicable fee(s) as set forth herein, HLP hereby grants to Participant during the term of this Agreement, and Participant hereby accepts from HLP, a revocable, non-exclusive, and non-transferable right and license, with a limited right to sublicense only to Authorized Users the right, to access and use the System as well as the HLP Data and HLP Materials made available by HLP under this Agreement (up to any specified limit on the number of Authorized Users under this Agreement). Both the right to use the System and the HLP Materials and the applicability of the Agreement and the EULA shall be binding upon each and every Authorized User upon execution of this Agreement. As provided by HLP, the System shall be accessible from a designated web site. Under this license, Participant may access, review, download, and print HLP Data provided by HLP in accordance with this Agreement. For any information or materials provided by HLP or downloaded, taken, or copied from the System, Participant must reproduce all legends, notices, and identification markers indicating that the System, HLP Data (as permitted by law), or HLP Materials are the property of HLP or its licensors. Participant must also ensure that its use of the System, HLP Data, and HLP Materials stays within the defined limits and parameters. Accordingly, Participant may not (i) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the System, HLP Data, or HLP Materials (or any part thereof) provided by HLP in any manner not expressly permitted by this Agreement; (ii) reverse engineer, decompile, disassemble, translate, or create any derivative work of the System (or any part thereof), HLP Data, or HLP Materials provided by HLP; (iii) access, link to, or use any source code from the System (or any part thereof); (iv) erase or remove any proprietary or intellectual property notice contained in or on the System (or any part thereof), HLP Data, or HLP Materials provided by HLP; or (v) use or permit use of the System (or any part thereof) or the HLP Data provided by HLP for or by any person or entity (including Participants and subsidiaries) other than Participant's Authorized Users.

2.2. Reservation of Rights. HLP reserves all other rights, title, and interests not expressly granted herein, and Participant acknowledges and agrees that it shall not do anything to impair HLP and/or its licensors' rights in and to the System, HLP Data, or HLP Materials. Accordingly, all trademarks, names, logos, or symbols identifying HLP's products and services are proprietary marks of HLP or its licensors and any use of such marks by Participant shall inure to the benefit of HLP or its licensors and any use of such marks without HLP's prior written consent is strictly prohibited. Participant shall obtain HLP's written consent with respect to the use of any HLP trademarks, names, logos, or symbols for any other purpose, including, without limitation, in any publication, presentation, public announcement, press release, or other disclosure to a third party concerning the relationship between the Parties under this Agreement. In addition, this Agreement is not a sale of the System, the HLP Data, or the HLP Materials nor is it a transfer or assignment of any intellectual property rights in the System, the HLP Data, or the HLP Materials. Participant acknowledges that HLP and/or its licensors owns all right,

title, and interest in and to the System, HLP Data, the HLP Materials and any Derivative Works (as defined below) thereto. Any rights that Participant may acquire by operation of law with respect to the System, HLP Data, or HLP Materials and any updates, suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works thereof or thereto (including any resulting from suggestions from Participant) (collectively, for the purposes of this Agreement, "Derivative Works") are assigned and are hereby assigned by Participant to HLP, without payment of additional consideration. Participant agrees to cooperate with HLP with respect to perfecting its rights in same, including, without limitation, executing any necessary documentation associated with ownership.

3. **Representations and Warranties.** Each Party represents and warrants to the other Party that (i) it has the right to enter into this Agreement and perform and fulfill its obligations hereunder in the manner contemplated by this Agreement and (ii) this Agreement shall not conflict with any other agreement entered into by it. Participant further represents, warrants, and agrees that (a) it is a duly organized and possesses all required state and federal licenses, approvals, and/or certifications in good standing with respect to its activities hereunder and which otherwise meets HLP's eligibility criteria; (b) it understands that HLP, in its sole discretion, reserves the right to determine the eligibility of Participant to receive access to Foreclosure Alternative Applications or any other HLP Data; and (c) none of the content, materials, or other information provided by Participant to HLP with respect to the HLP Materials (collectively, "Participant Content") infringes, misappropriates, or violates the intellectual property or other proprietary rights of any third party or contains, using commercially reasonable efforts, any material defects, errors, or inaccuracies.
4. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, NOR EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN PARTICULAR, PARTICIPANT ACKNOWLEDGES AND AGREES THAT HLP MAKES NO WARRANTIES AS TO THE NUMBER OF FORECLOSURE ALTERNATIVE APPLICATIONS THAT MAY BE MADE AVAILABLE UNDER THIS AGREEMENT OR AS TO THE RESULTS THAT MAY BE OBTAINED AS A CONSEQUENCE OF ANY FORECLOSURE ALTERNATIVE APPLICATION OR FROM UTILIZATION OF THE SYSTEM OR HLP MATERIALS. THE SYSTEM, HLP DATA, AND HLP MATERIALS ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND SHALL NOT CONSTITUTE COMPLIANCE WITH ANY LAW OR BY ITSELF (IN THE FORM PROVIDED BY HLP) SERVE AS THE SOLE BASIS FROM WHICH TO MAKE A DECISION CONCERNING RATES, FEES, MORTGAGES, OR LOAN MODIFICATIONS OR OTHER FORECLOSURE ALTERNATIVE APPLICATION. IN ADDITION, HLP SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS SERVICES OR DATA WILL BE ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL PROGRAMMING, OR AVAILABLE ON AN UNINTERRUPTED BASIS. ANY USE BY PARTICIPANT OF THE SYSTEM, HLP DATA, OR HLP MATERIALS IS SOLELY AT PARTICIPANT'S OWN RISK.
5. **Indemnification.** Participant shall indemnify, hold harmless, and defend HLP and its officers, directors, agents, and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses, and expenses, including reasonable attorneys' fees and costs of

suit, arising out of or resulting from any third-party claim or action, including any instituted by an individual, entity, or government against HLP in connection with: (a) any disclosure, theft, break-in, hacks, or other intrusions by a third party or person that involves the HLP Data provided by HLP while such data is under Participant's or its Authorized User(s)'s possession, custody, or control, (b) any breach or violation by Participant or its Authorized User(s) of any laws (federal, international, common, or state) or regulations concerning unfair trade, e-mail, publicity, information security, or privacy with respect to any use by Participant of the HLP Data provided by HLP, (c) any breach of the representations or warranties or other material terms and conditions of this Agreement, including, without limitation, Participant's specified obligations herein, and/or (d) arising from Participant's funding, debt collection, financial profiling, credit assessment, servicing, facilitation, modification, or handling of, or for, a mortgage or loan or relating to an associated mail solicitation, e-mail solicitation, or telephone call (or telemarketing) to a third party (to the extent HLP is not directly involved and the sole cause for the claim or action). HLP will promptly notify Participant of any claim or action with respect to any claim for indemnification hereunder, and Participant will undertake the defense or settlement and all related costs and expenses of any claim or action for which it has an indemnification obligation. Participant's indemnification obligations shall specifically include, but shall not be limited to, reimbursement of any regulatory fines or premium refunds levied against or any expenses for corrective actions taken by HLP due to a claim subject to this provision. Participant will have the right to settle or compromise any action to which its indemnification is applicable, except that Participant may not agree to any settlement without the prior written consent of HLP if such settlement would cause HLP to undertake any action, assume any liability, pay any monies, acknowledge any wrongdoing, or have a judgment entered against it. Notwithstanding the foregoing, HLP will have the right at any time to undertake the defense of any claim asserted against it at Participant's expense in the event that (i) Participant fails to assume the defense of such claim, (ii) HLP reasonably determines that an adverse outcome could be material to HLP's business, (iii) there are conflicts between HLP's and Participant's interests in such litigation, or (iv) HLP reasonably believes that Participant does not have the financial resources needed to satisfy its indemnification obligation in the event of an adverse outcome, provided that any settlement of such claim by HLP will be subject to the consent of Participant, not to be unreasonably withheld.

6. **Notice of Security Breach.** If Participant or any of its Authorized Users discover or are notified of a breach or potential breach of security with respect to any HLP Data involving Nonpublic Personal Information, Participant shall immediately (i) notify HLP of such breach or such potential breach and (ii) if the applicable HLP Data was in the possession or control of Participant or its Authorized Users, including, without limitation, in instances where such possession or control was permitted or required by this Agreement, at the time of such breach or potential breach, Participant shall immediately (a) investigate such breach or such potential breach, (b) inform HLP of the results of such investigation, (c) assist HLP using commercially reasonable efforts in maintaining the confidentiality of such information, and (d) assist HLP as reasonably necessary to enforce HLP's rights and to enable HLP to comply with any state or federal law requiring the provision of notice of any security breach with respect to any Nonpublic Personal Information of the affected or impacted data subjects. The Parties agree to work together in good faith regarding any such notification efforts. In all instances where the breach was due solely to Participant's actions or omissions, Participant shall reimburse HLP for all expenses associated with such notification requirements. In all other cases, each Party shall bear its own costs and expenses.
7. **Limitation of Liability.** EXCEPT FOR PARTICIPANT'S INDEMNIFICATION AND HLP DATA OBLIGATIONS HEREIN OR FOR A BREACH BY EITHER PARTY OF THE

CONFIDENTIALITY OBLIGATIONS OR BY PARTICIPANT OF THE PROPRIETARY RIGHTS PROVISIONS HEREIN, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOST BUSINESS. IN ADDITION, HLP SHALL NOT BE RESPONSIBLE FOR THE DELIVERY, SECURITY, OR AVAILABILITY OF ANY THIRD-PARTY SOFTWARE, SERVICES, OR DATA OR FOR ANY MATTER BEYOND HLP'S CONTROL. In particular, Participant acknowledges that in connection with providing access to and use of the System or HLP Data, HLP may correspond, facilitate access, or convey information via the Internet or e-mail and that neither Participant nor HLP has control over the performance, reliability, availability, or security of the Internet or e-mail. It is therefore Participant's sole responsibility for ensuring any necessary security or continuity of service. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. MOREOVER, IN NO EVENT SHALL HLP'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF (US) FIVE THOUSAND DOLLARS (\$5,000) OR THE FEES PAID BY PARTICIPANT TO HLP IN CONNECTION WITH THE SUBJECT MATTER OF THE DISPUTE DURING THE PRIOR TWELVE (12) MONTHS, WHICHEVER IS LESS.

8. Term and Termination.

8.1 Term.

The obligations under this Agreement shall commence on the Effective Date and, unless otherwise terminated as provided herein, will continue for a period of twelve (12) months pursuant to the terms and conditions of this Agreement. Thereafter, this Agreement shall renew for successive twelve (12) month periods unless one (1) Party provides prior written notice to the other Party at least thirty (30) calendar days before the end of the then-current twelve (12) month period.

8.2 Termination.

8.2.1 Termination for Convenience by Participant.

Participant may terminate the Agreement at any time upon at least 30 days' prior written notice to HLP of the effective date of termination. Participant will not be eligible for any refund for pre-paid fees (if applicable).

8.2.2 Termination for Convenience by HLP.

HLP may terminate this Agreement for convenience at any time without penalty upon written notice to Participant, provided that in such event, HLP will promptly reimburse Participant of any applicable pre-paid annual or monthly license fees on a pro-rated basis based upon the effective date of termination.

8.2.3 Termination for Cause.

Notwithstanding anything contained herein to the contrary, either Party may terminate this Agreement immediately upon providing the other Party with notice in the event that (a) the other Party has declared bankruptcy or otherwise been adjudicated insolvent, (b) any

necessary approvals or licensing previously granted to Participant is revoked at any time during the Term, (c) any governmental or regulatory agency or body determines, or under HLP's reasonable belief may determine, that this Agreement does not meet the intent or purpose of applicable laws or regulations, or (d) the other Party has materially breached a covenant, representation, warranty or obligation set forth in this Agreement and has failed to cure such breach within (i) thirty (30) days of its receipt of written notice of such breach if such breach is the first such breach during the Initial Term, or (ii) ten (10) days of its receipt of written notice of such breach for all subsequent breaches to the extent any such subsequent breach is the same or substantially the same as one of the previous breaches. HLP has the right to terminate this Agreement as set forth herein even if similar agreements with other servicers or counseling agencies are to remain in place. Participant also expressly acknowledges that the failure to remit payment to HLP per the terms of this Agreement and a violation of sections 1.2, 2, 3 and 9 shall constitute a material breach of this Agreement.

8.2.4 Suspension. Without derogating or limiting any of the foregoing rights of termination set forth above, HLP also reserves the right to immediately suspend Participant's or any Authorized User's access to the System, HLP Data, or the HLP Materials if Participant or an Authorized User fails to comply, or HLP suspects in its discretion that Participant or any Authorized User fails to comply with this Agreement or the EULA or otherwise uses the System, HLP Data, or HLP Materials in a manner that exceeds good faith use permitted by the Agreement or that constitutes a breach of this Agreement until such time as such failure or unauthorized use has been cured or HLP terminates the Agreement for breach. In such event, HLP shall be relieved of its obligations under the Agreement during the period of suspension and shall not be found to be in breach of the Agreement for such relief.

8.2.5 Effect of Termination. Upon the termination of this Agreement for any reason, Participant shall cease identifying any network or other relationship with HLP and all rights and licenses granted by HLP hereunder shall terminate. Except as expressly specified in Section 8.2.6 herein, Participant shall immediately cease use of the System and HLP Materials and verify in writing to HLP that it has destroyed or returned to HLP the HLP Data and all of HLP's other Confidential Information in its possession or control, except to the extent necessary to comply with applicable legal document retention requirements. Notwithstanding the foregoing, Participant shall remain obligated to pay to HLP any fees or charges that were due prior to termination or expiration. Moreover, the miscellaneous provisions and the provisions concerning ownership rights (HLP's), confidentiality, indemnity (for a period of four (4) years), disclaimers of warranty and liability, termination, and governing law shall survive the termination of this Agreement. In addition, termination or expiration of this Agreement shall not restrict HLP from pursuing other remedies available to it, including, without limitation, injunctive relief.

8.2.6 System Access and Data Retrieval upon Termination or Suspension.

(a) Upon the termination of the Agreement for any reason, HLP will issue Participant an email to Participant's contact specified in the registration process at least 48 hours prior to deactivation of Participant's access to the System.

(b) The notice specified in (a) above will provide that Participant will have 48 hours to save information from the System (limited to information that Participant had normal access prior to termination). Upon the completion of the 48-hour period, Participant's access will be deactivated, and in the event Participant requires additional assistance from HLP for any document retrieval, Participant agrees to pay HLP its standard support rate of \$126.50 per hour. Notwithstanding the foregoing, in the event that HLP has reason to believe that providing such access to Participant could reasonably cause harm to the System or any Homeowner, HLP has

the right to not provide the access specified in this Section 8.2.6.

9. **Confidentiality.** From time to time during this Agreement, Participant and HLP each understand and agree that in the performance of this Agreement, either Party may have access to or may be exposed to, directly or indirectly, confidential or proprietary information, whether in oral, electronic, or tangible form, of the other, including, but not limited to, the terms and conditions of this Agreement, policies and procedures, claims information, marketing and sales plans and data, trade secrets, contractual terms, customer information, marketing and business plans, software and computer programming, Nonpublic Personal Information, and technical information (together, "**Confidential Information**"). Without limiting the foregoing, Participant acknowledges and agrees that (i) the System includes unpublished, licensed works, and trade secrets; (ii) independent economic advantages are derived by HLP and/or its licensors from their respective ownership of the System; and (iii) the System is the Confidential Information of HLP and subject to reasonable precautions to protect it from unauthorized disclosure and use. Participant and HLP each agree that: (a) all Confidential Information shall remain the exclusive property of the disclosing Party; (b) it shall not use any Confidential Information of the other Party for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Confidential Information of the other Party; (c) it shall disclose Confidential Information of the other Party only to those of its employees and agents who have a need to know such information in furtherance of this Agreement; and (d) subject to the limitations set forth in Section 8 herein, it shall return or destroy all copies of Confidential Information of the other Party upon request or upon the termination of this Agreement (provided, however, the disclosing party shall reimburse the receiving party's reasonable costs associated with any return of information). Participant further agrees that it shall maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from HLP, including, without limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from HLP upon the termination of this Agreement for any reason, and (e) implement or utilize appropriate technological safeguards and procedures that are at least in compliance with the Gramm-Leach Bliley Act and the regulations promulgated thereunder as well as any generally recognized industry standards. In addition, Participant agrees to utilize any Nonpublic Personal Information obtained from HLP in compliance with federal or state unfair trade, telemarketing, or unsolicited e-mail laws and regulations, including, without limitation, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, and the federal Do Not Call List. For the purposes of this Agreement, the term "**Nonpublic Personal Information**" shall mean any information received from or provided by HLP that meets the meaning of Section 509 of the Gramm-Leach Bliley Act (and implementing regulations therefor and as amended from time to time) or which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, and philosophical preferences, and profile, account, and password information. The term "Confidential Information" as used in this Agreement shall not include or mean information that (aa) was independently developed by the receiving Party without use or

reference to any Confidential Information belonging to the disclosing Party, (bb) was acquired by the receiving Party from a third party having the legal right to furnish same to the receiving Party without disclosure restrictions, or (cc) was at the time of disclosure or thereafter generally known or available to the public to use through no breach of this Agreement or violation of applicable law or regulation by the receiving Party. The confidentiality obligations herein shall not restrict any disclosure required by law or by order of a court or any governmental agency, provided that in the case of an order, the receiving Party gives prompt notice (unless prohibited by applicable law from providing such notice) to the disclosing Party of any such order and reasonably cooperates with the disclosing Party at the disclosing Party's request and expense to resist such order or to obtain a protective order. Notwithstanding anything to the contrary, Participant acknowledges that HLP may participate in any industry "anti-scam" network which may include sharing of information related to Participant's registration or use of the System that is intended in good faith to identify any entities that may violate any applicable laws that may harm Homeowners. In the event Participant is required to make payment via payment card for access to the System (e.g., any entity not recognized by the IRS as tax-exempt), Participant additionally acknowledges and agrees that the terms of the privacy policy of HLP's payment card processor, Stripe, will apply to payment transaction information, which is posted at hwww.stripe.com.

10. **Notices.** All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when transmitted by as follows. Notices to Participant shall be made to the email or facsimile information provided by Participant at registration (which, if delivered by facsimile, is confirmed by telephone or by a statement generated by the transmitting machine). Notices to HLP shall be sent via facsimile (confirmed by telephone or by a statement generated by the transmitting machine) to the contact information set forth below.

To HLP: Attention General Counsel
Facsimile: 410-994-3064

ELECTRONIC COMMUNICATIONS When you use the HLP System, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the System or through the other HLP Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

11. **Injunctive Relief.** The Parties acknowledge and agree that the disclosure of Confidential Information, and with respect to Participant, any misuse of the System, HLP Data, or HLP Materials by Participant, will result in irreparable harm for which there are not quantifiable monetary damages (alone) and/or no adequate remedy at law. The Parties therefore agree that the disclosing Party of the Confidential Information (at issue) and/or HLP (with respect to any misuse or unauthorized use of the System, HLP Data, or HLP Materials) shall be entitled to a preliminary or permanent injunction restraining any breach, threatened or actual, of an obligation under this Agreement in the event the receiving Party (in the case of any misuse of Confidential Information) and/or Participant (in the case of any misuse or unauthorized use of the System, HLP Data, or HLP Materials) violates or threatens to violate the terms and conditions of this Agreement and that no bond or other security shall be required. This remedy shall be in addition to any other remedy available at law or equity.

12. **Insurance.** Notwithstanding the indemnification obligations herein, Participant shall maintain insurance coverage in sufficient breadth and scope and with adequate policy limits to cover and address the performance of its obligations under this Agreement.
13. **Payment. THIS PROVISION IS ONLY APPLICABLE WITH RESPECT FOR NON-TAX EXEMPT ENTITIES (I.E., ANY ENTITY NOT RECOGNIZED BY THE IRS AS TAX-EXEMPT):**

Participant shall pay HLP the fee(s) and charge(s) as set forth in following url:

<http://nte.hopeloanportal.org>

Participant may elect to opt-out of the Agreement, with respect to all or any designated Authorized Users with at least five business days advance notice to payments@hopeloanportal.org however Participant will not be eligible for any refund.

UNLESS YOU NOTIFY US AS SPECIFIED ABOVE THAT YOU WANT TO CANCEL FOR ANY OR ALL USERS OR TERMINATE THE AGREEMENT AS SPECIFIED HEREIN, YOU UNDERSTAND YOUR PARTICIPATION AGREEMENT AND ALL ASSOCIATED FEES WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE FEES AND ANY TAXES, USING ANY CREDIT CARD WE HAVE ON RECORD FOR YOU.

When fees are collected, the card you gave us at sign-up is used. If we can't successfully charge this card, another payment method will be used. Your initial sign-up authorizes us to use the card you used at sign-up. To update your payment card information used for the fees hereunder, please contact us at least five days prior to the end of your then-current billing cycle at payments@hopeloanportal.org.

If you provide us with a new card and are successfully charged, your new billing cycle period will be based on the original billing cycled date and not the date of the successful charge.

In the event that Participant requests additional services (system integration, customization, etc.), the Parties will enter into a Statement of Work at HLP's then-current rates for professional services, currently \$126.50 as of the Effective Date.

In the event that Participant desires any training or support, HLP will provide at HLP's then-current rates for professional services, currently \$126.50 as of December 1, 2013.

All fees shall be exclusive of all taxes, duties, and levies imposed by a local, state, or federal government on the transactions contemplated in this Agreement. A valid credit card is required for paying all applicable fees hereunder. There will be no refunds or credits for partial months of service, downgrade refunds, or for months unused with an open account.

HLP reserves the right to terminate or suspend access to the System if Participant fails to pay any amounts when due. Prices for access and use of the HLP system are subject to change upon 30 days' notice from HLP. Such notice may be provided at any time by posting the changes to the above referenced link.

Participant shall keep and maintain full, true, and accurate records containing all information and records reasonably required for verification of amounts to be paid to HLP under this Agreement. HLP may review such records of Participant's payment of fees under this Agreement no more often than once a year. Any such review shall be made upon reasonable notice and conducted during Participant's normal business hours at Participant's facilities. HLP may use an independent contractor to perform such review. If the review reveals that Participant has underpaid fees to HLP, such underpayment shall be paid to HLP immediately. Such review shall be at the expense of HLP unless the amount of the underpayment exceeds five percent (5%) of the total amount owed to HLP during the time period under review in which case Participant shall reimburse HLP for the reasonable out of pocket costs and expenses it incurs in performing the review, not to exceed the amount of any underpayment discovered as a result of the review.

14. **Miscellaneous.** This Agreement and the rights and/or obligations hereunder are not transferable or assignable by Participant without the prior written consent of HLP; provided, however, that Participant may assign this Agreement in connection with (i) a sale of all or substantially all of the assets or business of such Party, (ii) a corporate reorganization, or (iii) a merger so long as the assignee or controlling entity in such sale, reorganization, or merger agrees in a writing provided to HLP to abide by the terms and conditions of this Agreement. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. This Agreement, together with all Exhibits and attachments hereto, contains the final and entire agreement of the Parties on the subject matter herein and supersedes all previous and contemporaneous verbal or written negotiations or agreements on the subject matter herein. No failure or delay by either Party in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver thereof. HLP may update the terms hereof by posting any changes to the Participation Agreement on HLP's website at www.hopeloanportal.org, and the continued use of the HLP system after such changes are posted shall constitute Participant's consent to such changes. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Except as set forth in the preceding sentence or as otherwise expressly set forth herein, the waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. The titles and headings of the sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or interpret the provisions of this Agreement. Moreover, the terms of this Agreement may not be amended or changed by the terms of any purchase order, acknowledgment, invoice or similar document even though a Party may have signed or accepted such document. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the Parties

agree that unless it materially affects the entire intent and purpose of the Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. This Agreement shall be governed by the laws of the United States of America and the District of Columbia regardless of choice of law principles. The Parties agree that jurisdiction over any dispute arising in connection with this Agreement will be vested exclusively in the federal or state courts located in the District of Columbia. In the event a dispute arises regarding this Agreement, the prevailing Party will be entitled to its reasonable attorneys' fees and expenses incurred in connection with any associated legal proceeding in addition to any other relief or damages to which it is entitled. Nothing in this Agreement shall create any association, partnership or joint venture between the Parties hereto. It is therefore understood and agreed that the Parties are independent contractors, and neither Party shall have any authority to bind the other Party in any way, including, without limitation, with respect to entering into any contractual relationship or other legally binding obligation with any third party or person which shall have the purpose or effect of encumbering HLP, the HLP Data, the HLP Materials, or the System. This Agreement is not intended to confer any benefit on any person or entity that is not a Party hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Relationship of Agreements.** The Parties expressly acknowledge that as of the Effective Date, this Agreement will supersede and replace any prior Participation Agreement entered into between the Parties.