 **BROKER AGREEMENT**

This agreement is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_,2020 by and between Winworc Capital Partners (further referred to as “Winworc Capital” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Broker).

1. Whereas, the Broker is an independent contract and hereby agrees to solicit and receive all Documents and Applications related to Winworc Capital loan programs.
2. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by the Broker, its employees, agents or licensees. Broker shall indemnify Winworc Capital for any and all claims relating to fraud having occurred in the origination of such mortgage loan, where Broker knew or should have known of such fraud.
3. Broker hereby authorizes Winworc Capital to forward to Broker any and all documentation whether said documentation is or is not specific transaction related, including but not limited to any marketing material Winworc Capital deems relevant and to Broker’s representation and referral services.
4. Winworc Capital will instruct the escrow agent responsible for closing each transaction to promptly release any fees or commissions due to the Broker. Unless otherwise agreed upon by Winworc Capital in writing prior to the transaction commencing, Winworc Capital bears no responsibility or liability for fees or commissions due to Broker from any borrower.
5. Unless terminated by parties consent or operation of law, either party may terminate this agreement with or without cause.
6. By executing this Agreement, Winworc Capital and its designee and the Broker collectively hereby agree to a background check of Broker as part of Winworc Capital’s application review process and on-going monitoring of Brokers participation in Winworc Capital’s program.
7. Broker hereby discharges and releases Winworc Capital, its subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorney’s fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a “Claim”), by reason of any act or omission relating to use of this broker agreement or verification of any information contained therein by Winworc Capital. Broker further indemnifies and agrees to defend and hold Winworc Capital harmless with respect to any Claim made by and past, present or future owner, officer, or employee of Broker with respect to such use or verification.
8. Upon the closing of each loan, the Broker shall deliver all documents immediately assign pertinent rights, transfer and convey all of its rights, title and interest in the mortgage loan file and any and all of its contents to Winworc Capital
9. In the event any legal dispute arises between Winworc Capital and Broker, parties reserve jurisdiction in the State of California and venue shall exclusively be Los Angeles County. The prevailing party, as determined by a Judge, Mediator or Arbitrator, as applicable, shall be entitled to receive all costs and fees incurred as a result of said dispute, including, but not limited to, reasonable attorney fees and cost.
10. The Company recognizes that the contacts and Company information being disclosed by the Broker are to be considered confidential and exclusively the property of the Broker. The Company will not enter into or disclose any information with any third party, nor enter into any type of direct negotiations(s) or transaction(s) with such contacts or any of its employees, officers, directors, or agents, without the specific written approval from the Broker to the extent that they are an active Client of the Broker.
11. By virtue of this agreement and execution thereof, both Winworc Capital and Broker agree to waive the right to a trial by jury in any litigation between the parties hereto.
12. The Broker represents and warrants that:
    1. As applicable, Broker and its loan originators are licensed and/or legally permitted to participate in the business as a broker.
    2. Broker has and will comply with all local, state and federal laws and regulations as it relates to the conduct of its business.
    3. All information and documentation submitted to Winworc Capital by Broker is true, complete and accurate and Broker will promptly notify Winworc Capital in the event that it learns new information that may be inaccurately conveyed.
    4. Broker is not party to (1) any pending or threatened litigation or regulatory audits, as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (2) any claims by Applicants, (3) any consent orders or cease and desist order, or (4) any negative investor or regulatory finding through audits or examinations.

By Broker:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By Director of Operations:

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

Vincent G. Barker

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

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

Company Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax or email to: Fax: 310-861-5265 Email: funding@winworccapital.com

**Wincorc Capital Partners, 3500 W. Olive Ave., Suite 300, Burbank, CA. 91505**

**323-424-9000 www.winworccapital.com**