



Addendum to Mortgage Broker Agreement

Confidentiality of Information Shared solely for Joint Marketing of Mortgage Loan Products

MARKETING AGREEMENT

This Addendum to the Mortgage Broker Agreement is entered into and effective on _____, 2017, by and between Nations Direct Mortgage, LLC (hereinafter "NDM"), located at 5 Hutton Centre Drive, Suite 200, Santa Ana, CA, 92707, and _____, located at _____.

Whereas, NDM desires to have _____ perform certain services on its behalf related to taking applications for mortgage loans, and NDM and _____ desire to offer a line of competitive mortgage products to its clients and customers, and service and represent them with a commitment to excellence in service delivery; and

Whereas, NSM desire to provide _____ with limited information for customers who may be potential candidates for a refinance or purchase mortgage loan;

Therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

I. Information to be provided by NDM

NDM will provide to _____ a mortgage loan lead (hereinafter "lead"), which will contain the name, account number and contact number for current NDM customers, who have mortgage loans with servicing rights owned by NDM. The information is being disclosed by NDM to _____ for the SOLE purpose of _____ offering to such customers mortgage loan products made available by NDM.

Information will be provided to _____ via secure email communication, to protect the confidentiality of customer information.

II. Use of Information by _____

When a lead, as defined in this Addendum, is provided to _____ by NDM, the information is being provided so that _____ may contact the customer to determine if said customer may be interested in applying for a mortgage loan. _____ shall discuss program types, loan types, interest rates, terms, etc. with such customers, including those offered by NDM. Information provided to _____ by NDM shall not be used for any other purpose.



III. Confidentiality of Information provided to _____ by NDM

During the term of this Addendum to the Mortgage Broker Agreement, confidential or proprietary information will be transmitted or otherwise provided by or on behalf of one party to this

Agreement (NDM) to the other party (_____). By signing below, both parties agree that they shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information, and shall be entitled to obtain injunctive relief in a court of law with appropriate jurisdiction as required to enforce these provisions.

Notwithstanding anything to the contrary, _____ agrees that it will not use or disclose any “nonpublic personal information” on a “customer” of NDM or any of its affiliates that is made available to or provided to _____ by NDM (excluding “nonpublic personal information” already in _____’s possession from other sources) for any purpose other than as required for the performance of _____’s obligations under this Agreement. _____ will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to (i) ensure the security and confidentiality of all such Customer Information, (ii) protect against anticipated threats or hazards to the security or integrity of such Customer Information, and (iii) protect against unauthorized access to or use of such Customer Information, including but not limited to the proper disposal of such information.

_____ further agrees to promptly (defined as within 48 hours) notify NDM in the event that any Customer/Consumer Information is accessed by any unauthorized person while in the custody of _____ or any of its affiliates or subcontractors, and to indemnify NDM for costs associated with providing any legally required notice to its customers of such event.

In addition, _____, including its affiliates, will not disclose such Customer Information to any third party unless _____ obtains the *prior* written consent of NDM, except as otherwise required by law. For purposes of this section, the terms “nonpublic personal information,” and “customer” shall have the meanings set forth in Title V of the Gramm-Leach-Bliley Act and its implementing regulations, **and this section shall survive termination of this Agreement.**

IV. Mutual Provisions

By signing below, both parties acknowledge that _____ will not *require* customers to use NDM as the lender for any mortgage loan for which the customer may apply.

Further, _____ shall comply with all applicable federal, state and local laws when taking applications with customers whose information is provided by NDM under the terms of this Addendum. This includes, but is not limited to, providing the Anti-Steering Disclosure to applicants as required under federal law, to ensure that the applicant is aware of options from multiple lenders.

Both NDM and _____ Management agree to take a proactive role in communicating problems or suggestions as needed.

V. Term

This Addendum shall commence upon the date of execution and shall continue for a period of one (1) year. The Addendum shall automatically renew for additional one-year periods, as long as one party has not provided notice of termination.

Either party may terminate this Addendum at any time by providing written notice to the other party. Section III of this Addendum shall survive termination in all respects.

VI. Breach

If it is determined that _____ has failed to perform the services, responsibilities and obligations imposed by this Addendum, other than failure to perform due to circumstances beyond its reasonable control, _____ shall be considered to be breach. In the event of a breach, NDM shall have the right to terminate this Addendum, and the Mortgage Broker Agreement, upon written notice. Additionally, NDM shall seek any and all remedies available to it under the law.

VII. Audit

Upon reasonable notice, _____ agrees to provide on-site access and assist NDM or its designee in periodically validating that _____ has performed and continues to perform the required services, responsibilities and obligations throughout the term of this Addendum.

VIII. Effect on Mortgage Broker Agreement

Notwithstanding any other part of this Addendum, should it be determined by a court of law, new interpretation by legal counsel, or change in law or regulation, that this Addendum violates any federal, state, or local law or regulation, this Agreement shall terminate immediately and no further obligations or responsibilities shall continue hereunder.

Further, by signing this Addendum, both NDM and _____ agree that all provisions of the existing Mortgage Broker Agreement between the parties maintain their full force and effect.

IX. Assignment

Neither party may assign this Addendum or any of its obligations hereunder without the prior written consent of the other party. Subject to the foregoing, this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



X. Independent Contractor

_____ shall, at all times, be considered an independent contractor under this Addendum and shall be responsible for all costs and expenses incurred by it under this Addendum, except as specifically stated otherwise.

XI. Communication

Neither party shall, without the prior written consent of the other party, make any press release nor announcement to the general public or to any trade publication with respect to this Addendum, except as may be necessary, in the opinion of legal counsel, to comply with the requirements of any law, governmental order, or regulation.

XII. Notices

Any Notice required to be provided under this Addendum shall be made according to the requirements outlined in the existing Mortgage Broker Agreement between the parties.

When executing this Addendum, _____ shall provide a valid business email address, so that the lead information can be provided by NDM via secure email.

The parties hereby execute this Addendum as follows:

Nations Direct Mortgage, LLC

By: _____

Printed Name: _____

Title: _____



By: _____

Printed Name: _____

Title: _____

Email Address: _____

****PLEASE RETURN ADDENDUM TO: brokerdirect@myndm.com**