

## SELLER TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) are incorporated by reference into the Seller Agreement between LendingHome and Seller regarding Seller’s listing of Properties and Contracts on the Marketplace (collectively the “Agreement”). Capitalized terms used, and not otherwise defined herein, shall have the meaning given those terms in the Seller Agreement.

The Seller acknowledges and agrees that the Agreement shall be (1) a contract with LendingHome Real Estate Network (“LHRN”) in all states except California, and (2) a contract with LendingHome Funding Corporation (“LHFC”) only with respect to Properties located in California and Contracts related to real estate in California, and that LHFC shall have no responsibility or liability of any kind hereunder, if any, except with respect to California Properties or Contracts. Seller further acknowledges this Agreement is not an offer by LendingHome to make a loan to anyone, including in connection with any Contract or Property. As defined in the Agreement, “LendingHome” shall mean both LHRN and LHFC, subject to the limitations stated above.

**1. Exclusivity Period and Referral Process.** Seller agrees that from time-to-time it will deliver information about Contracts and Properties to LendingHome for referral to Buyers.

Submission of such information about any Contract or Property shall be Seller’s acknowledgement and instruction to LendingHome to refer the Contract or Property to Buyers pursuant to the terms of this Agreement. The information so provided shall be Confidential Information under the terms hereof, and LendingHome may retain and use such information for its own internal business purposes notwithstanding any provision to the contrary in this Agreement.

With respect to each Contract or Property which Seller requests be referred, Seller agrees that for an agreed upon period (the “Exclusivity Period”) it will not list Properties or the real estate associated with a Contract on the Multiple Listing Service (“MLS”) or otherwise advertise or market to the public the availability of the Property for sale, the Contract for assignment, or the real estate associated with a Contract as available for purchase. The Exclusivity Period will be specified by Seller upon submission of information for referral of a Contract or Property as set forth above, which period shall not be less than three (3) full calendar days, unless otherwise agreed in writing between the parties. Seller acknowledges and agrees that the Exclusivity Period is a material part of the consideration for this Agreement and inducement for LendingHome to enter into this Agreement.

LendingHome may in its sole discretion agree to allow marketing of Properties or Contracts by Seller prior to the Exclusivity Period, or at the same time as marketing by LendingHome. Such agreement shall be express, in writing and made with respect to specific Contracts or Properties. Any such preliminary or simultaneous marketing of a Contract or Property by Seller (1) shall not be directed to prospective owner-occupants but shall be directed only to business-purpose buyers that do not intend to be owner-occupants in connection with the Contract or Property, and (2) in the case of preliminary marketing, shall occur and be completed before the Contract or Property is

listed with LendingHome. The lack of an Exclusivity Period with respect to any Contract or Property will be disclosed to Buyers. LendingHome reserves the right to reject a Contract or Property, in its sole discretion, for any reason, including based on the scope or duration of any prior or proposed simultaneous marketing of any Contract or Property by Seller.

In exchange for the Exclusivity Period, if any, and compensation to be received from Buyers, LendingHome will refer the Contracts and Properties to Buyers, who will contact Sellers via LendingHome within the Exclusivity Period, with a binding offer to take assignment of the Contract or purchase the Property. Such referrals by LendingHome will be to multiple Buyers, if LendingHome deems that advisable in its sole discretion. Other than as indicated in Section 4 below, LendingHome will not advertise the Properties for sale or the availability of the Contracts in any way other than to Buyers, unless LendingHome elects in the future to do otherwise. LendingHome reserves the right to respond to any submission with an offer to purchase the Property or take assignment of the Contract itself, in which case no referral to Buyers will be made on Seller's behalf.

Seller agrees to respond to any indication of interest from a Buyer, via LendingHome, within one calendar day(s) of receipt, but in no event later than one calendar day after termination of the Exclusivity Period, unless good faith negotiations are otherwise under way between Seller and that Buyer. Such negotiations may include but are not limited to arrangement of a site visit by Buyer. Seller agrees to make good faith, reasonable efforts to accept the best offer received from the Buyers, and negotiate and close a sale based thereon. Failure to exercise such good faith, as determined by LendingHome in its sole discretion, shall result in removal of Seller from the Marketplace.

At the conclusion of the Exclusivity Period related to any Contract or Property, if no transaction has been negotiated with a Buyer and good faith negotiations have ceased between Seller and Buyer, the Seller may advertise or market the availability of the Contract or Property for assignment or purchase, without violating the terms of this Agreement.

Submission of Contracts or Properties by Seller for referral shall be via the internet at <http://www.lendinghome.com/property-marketplace>. Each submission must contain the minimum required information set forth on the submission form on the website, as well as a copy of any Contract being offered for assignment. The copy of the Contract will be treated as Confidential Information under this Agreement, and, with Seller consent, a complete or redacted copy of the Contract will be provided to the Buyer, who will hold the Contract subject to confidentiality requirements substantially similar to those of this Agreement.

In connection with the referral of any Contract, LendingHome will facilitate an assignment of the Contract from Seller to Buyer on the form provided to Seller at the following [link](#). In connection with the sale of any Property, Seller acknowledges offers may be received on and agrees to accept without material modification the form of purchase and sale agreement made available to Buyers by LendingHome, a copy of which is available at the following [link](#).

To promote certainty and speed of execution, Seller agrees to utilize and accept without material modification the template form of assignment and purchase and sale agreement provided by LendingHome at the addresses specified above, which templates may be changed by LendingHome after reasonable notice to Seller.

**2. Non-circumvention.** Seller agrees that LendingHome shall be due compensation for any future transactions in which any contracts or any properties are acquired by any Buyer from Seller, when the Buyer and Seller were first introduced to each other through the referral process set forth in this Agreement. This includes but is not limited to situations in which a LendingHome referred Contract is assigned to a Buyer, the real estate associated with a referred Contract, or any Property is ultimately acquired by a Buyer. LendingHome shall be due compensation from the Buyer regardless of when those transactions take place  
Seller shall advise LendingHome of the occurrence or planned occurrence of any such transaction as soon as reasonably possible and notify the Buyer of the requirement to compensate LendingHome.

LendingHome will vigorously defend its right to compensation under the terms of this Agreement, including but not limited to legal action and removal of offending Sellers and Buyers from the LendingHome Marketplace.

### **3. Additional Terms & Conditions.**

LendingHome reserves the right to share for marketing purposes a limited set of information regarding Contracts or Properties with Buyers not yet part of its referral program. This information, which may also include transaction status, will be insufficient on its own to permit identification of the Property, real estate associated with a Contract, or the Seller.

For avoidance of doubt, a double escrow transaction, in which the Seller closes on the purchase of a Property which it promptly sells to a Buyer as part of a contemporaneous closing transaction, shall be considered a sale of a Property for all purposes under this Agreement, including but not limited to compensation of LendingHome and use of applicable template agreements.

LendingHome reserves the right to respond to any submission of a Contract or Property with an offer to take an assignment of the Contract or purchase the Property, in which case no referral to a Buyer will be made on Seller's behalf. LendingHome's offer to take an assignment of a Contract or purchase a property shall be made via the template contracts described in Section 1 above, which shall govern all aspects of any such assignment or acquisition by LendingHome from Seller.

**4. Indemnification and Insurance.** Each party represents, warrants and covenants to each other that (a) it is fully authorized, permitted, and licensed to enter into this Agreement and perform the Services contracted for hereunder; (b) it is in compliance with applicable law and performance of its obligations hereunder will not violate the rights (including, but not limited to, intellectual property rights) of any third party; and (c) its execution of this Agreement does not, and will not, violate any agreement to which it is a party or by which it is otherwise bound, or any applicable law. Each Party (an "indemnifying party") will indemnify, hold harmless, and defend, at its expense, from and against any and all liabilities, claims, causes of action, suits, damages, fines, judgments, settlements and expenses (including reasonable attorneys' fees and court costs) arising

out of any action brought against the other Party (an “indemnified party”) by a third party to the extent that it is based upon a claim resulting from: (i) the gross negligence, willful misconduct of the indemnifying party, (ii) the indemnifying party’s failure to comply with Applicable Law, (iii) infringement of third-party intellectual property or privacy rights by use of the indemnifying Party’s Trademarks or any other technology or processes made available under this Agreement, or (iv) a breach of contract or tortious claim from property sellers that arises from the conduct of the indemnifying party; provided that the indemnified party: (i) promptly notifies the indemnifying party in writing of the claim (provided that any delay in providing such notice will not relieve a party of its indemnification obligations unless the delay materially prejudices the indemnifying party in its defense of the claim); (ii) grants the indemnifying party sole control of the defense and settlement of the claim; and (iii) provides the indemnifying party, at the indemnifying party’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The indemnifying party: (i) will have no obligation under this Section 5 to the extent any claim is based on the negligent acts or willful misconduct of the indemnified party or its personnel; and (ii) will not settle any claim in a manner that imposes any restriction or payment obligation on the indemnified party or requires an admission of guilt by the indemnified party.

**5. Confidentiality.** (a) “*Confidential Information*” shall mean (subject to the limitations of Section 6(b)) (i) any information of the disclosing party and its affiliated and related companies that is designated as “confidential” or “proprietary” in writing at the time of disclosure; and (ii) any information of the disclosing party that, due to its nature or the circumstances of its disclosure, the receiving party knows or has reason to know should be treated as confidential or proprietary. Without limiting the foregoing, Confidential Information includes the following information that qualifies as confidential information pursuant to this Section 6(a): inventions, product research and development, production data, product designs, specifications, descriptions and labels, discoveries, trade secrets, techniques, models, data, programs, processes, scripts, policies and procedures, know-how, customer lists and contact information, marketing plans, plans for future promotions, drawings, financial information, products, business plans, sales positioning strategies and communication strategies. Confidential Information shall also include any “nonpublic personal information (NPI),” as defined in § 509 of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6809, and implementing regulations thereof.

(b) Notwithstanding Section (a), Confidential Information shall exclude any information (i) that is or becomes generally known to the public through no act or failure to act on the part of the recipient; (ii) which has been independently developed or acquired by recipient (as evidenced by recipient’s written records), before or after the execution of this Agreement; or (iii) that is furnished or made known on a non-confidential basis to recipient by a third party who has a lawful right to disclose such information. Furthermore, the restrictions in this Section do not apply to disclosures pursuant to a binding order of a governmental agency or court of competent jurisdiction, but only to the extent of such required disclosure; provided, however, that recipient will give (y) the disclosing party reasonable notice of such required disclosure to allow the disclosing party the opportunity to seek a protective order (if the recipient is not prohibited from giving such notice pursuant to applicable legal requirements) and (z) reasonable assistance, at the disclosing party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(c) Except as expressly permitted by this Agreement, the parties shall not disclose the Confidential Information to any third-party other than its employees or agents (including affiliates) who have a need to know the Confidential Information and who shall be bound by nondisclosure restrictions at least as protective as those in this Agreement. The recipient agrees that, until the Confidential Information disclosed by the disclosing party is publicly disclosed by the disclosing party, the recipient will (i) keep the Confidential Information disclosed by the disclosing party confidential, (ii) use such Confidential Information only in furtherance of the purpose of this Agreement unless otherwise permitted herein, and (iii) not disclose such Confidential Information without the prior written consent of the disclosing party. Each party shall maintain security procedures and practices sufficient to protect the confidentiality of Confidential Information from unauthorized access, destruction, use modification or disclosure. Recipient will maintain the confidentiality of such Confidential Information by using reasonable care and at least the same degree of care that it takes to hold in confidence its own proprietary information of a similar nature.

(d) All Confidential Information of a disclosing party shall remain the sole property of the disclosing party. If either party determines not to proceed with any transaction, then upon disclosing party's request, all Confidential Information provided by disclosing party will, at disclosing party's option, (a) be promptly returned to disclosing party or (b) be destroyed, such destruction to be certified in writing to disclosing party upon written request, in each case except as required by record retention provisions of applicable law, rule, regulation or the internal policies of the receiving party.

(e) To the extent a party discloses NPI, the parties shall implement and maintain appropriate measures to (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against any unauthorized access to or use of Confidential Information that might result in substantial harm or inconvenience. Additionally, the parties will have in place policies, which provide for the secure disposal of documents and information which contain Confidential Information, including but not limited to, shredding documents and establishing internal controls over the authorized access to such information.

(f) In the event a party experiences any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Nonpublic Personal Information (each individually a "NPI Breach"), such party agrees that it shall promptly, at its own expense (i) report such NPI Breach to the other party by telephone with immediate written confirmation sent by e-mail or fax and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such NPI Breach; (ii) take all actions necessary or reasonably requested by the other party to stop, limit or minimize the NPI Breach; (iii) restore and/or retrieve, as applicable, and return all NPI that was lost, damaged, accessed, copied or removed; and (iv) cooperate in all reasonable respects to minimize the damage resulting from such NPI Breach.

**6. Remedies for Breach.** The parties agree that either party may seek injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy or irreparable harm and/or posting a bond, and without waiving any other rights or remedies at law or in equity, for (i) any material misuse or unauthorized use of Trademarks or other Intellectual Property by the other that materially impairs the current or potential future goodwill associated with the owner of the Intellectual Property, or that reflects unfavorably upon the operation and reputation of the brand

of the owner of the Intellectual Property generally; and/or (ii) any actual or threatened material breach or violation of this Agreement for which such relief is an available remedy.

**7. Term and Termination.** This Agreement shall remain in full force and effect for 1 year (the “Term”) and will automatically renew each subsequent year on the anniversary of the Effective Date of this Agreement unless either Party gives the other Party written notice of termination at least 60 days prior to the end of any relevant term (the “**Notice Period**”). The term of this Agreement shall continue until the latter of the expiration of the relevant period after notice of termination, closing of the sale of all properties related to any Contract, or failure to close with no reasonable expectation the transaction can be revived. Notwithstanding the foregoing, in the event of material breach of this Agreement, the Agreement may be terminated immediately by the non-breaching party upon delivery of written notice to the breaching party if the breaching party has not cured such breach within thirty (30) of written notice thereof. The following sections will survive the Agreement: 2 (as it relates to future transactions between Seller and Buyers), 4,5, 8, 12 and 15.

**8. Attorneys Fees.** If either party shall bring an action against the other by reason of the breach or alleged violation of any covenant, term or obligation hereof or for the enforcement of any provision or otherwise arising out of this Agreement, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorneys’ fees which shall be payable whether or not such action is prosecuted to judgment.

**9. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A copy of this Agreement that is signed electronically and delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**10. Non-solicit.** The Seller will not at any time during the term of this Agreement solicit any employees or officers of LendingHome to leave the employ of LendingHome, or otherwise interfere with any known contractual relationship between LendingHome and any of its employees or officers; provided that the Seller shall not be restricted from (i) any general solicitation for employment or public advertising of employment opportunities (including through the use of employment agencies) not specifically directed at any such persons or (ii) hiring any person who responds to any such general solicitation or public advertising.

**11. Notices.** All notices required hereunder shall be delivered to the Seller at the address set forth in the Agreement and to LendingHome at:

Business Address: 2 Allegheny Center,  
Nova Tower 2, Suite 200  
Pittsburgh, PA 15212  
E-Mail: legalnotices@lendinghome.com

**12. Governing Law; Jurisdiction and Venue; General.** This Agreement shall be governed by the laws of the State of California (regardless of the choice of law rules of the particular forum). Any legal suit, action or proceeding arising out of or related to this Agreement or the matters

contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City and County of San Francisco, and each party submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. The terms of this Agreement shall be binding on both parties and on any Affiliate or successor to whom the rights and obligations under this Agreement may be transferred. Neither Party shall assign, transfer or delegate its rights or duties under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided that Seller may assign this Agreement, without such consent, to a third-party that acquires or merges with Seller or that acquires all or substantially all of Seller's assets. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

**13. Right To Audit; Compliance Requirements.** From time to time, as reasonably required, Seller agrees to grant Federal, governmental, and banking agencies, when duly authorized by LendingHome reasonable access to records of transactions with LendingHome held by Seller and to permit reasonable examination of books-and records of Seller related to Seller's obligations under this Agreement. Any access to books and records shall be limited to once each year, unless the relevant audit is required by law or a government entity.

Seller acknowledges and agrees that immediately after the execution of this Agreement, and periodically thereafter, LendingHome will conduct informal background checks on Seller, which shall not include any records for which Seller's permission is required, but may include review of public records, internet databases, and the Better Business Bureau. Seller must promptly disclose to LendingHome any sanctions, orders or penalties imposed by any court, regulator or self-regulatory body against Seller or any of Seller's employees, officers or directors, in each case related to any license or similar right to conduct business, or any activity related to the goods or services being provided to LendingHome by Seller. In the event Seller fails to meet any financial, legal or character qualification requirements set by LendingHome in its sole discretion, this Agreement shall automatically terminate notwithstanding any termination provisions herein to the contrary

LendingHome and Seller acknowledge and agree that they will maintain any and all licenses necessary for them to perform under the terms hereof, including but not limited to real estate brokerage licenses. Any expenses associated with obtaining and maintaining such licenses shall be borne by the party with or seeking the license.

LendingHome is not acting as a representative of Seller or Buyer, including but not limited to as a real estate agent or broker, in connection with any real estate transaction. LendingHome is not a member of the National Association of Realtors (the "NAR"). Compliance with any rules of the NAR, including the Clear Cooperation Rule, is the responsibility of Seller, if applicable. LendingHome makes no representation or warranty regarding the compliance of the process set forth in this Agreement with NAR rules.

**14. Entire Agreement.** Except as specifically provided herein, this Agreement and all Exhibits hereto constitute the entire understanding and agreement between the parties and supersedes any and all prior understandings and/or agreements between the parties with respect to the subject

matter hereof. No change, amendment or modification of any provision of this Agreement or waiver of any of its terms will be valid unless set forth in writing and mutually agreed to by the parties.

**15. Limitation of Liability.** EXCEPT FOR THE CONFIDENTIALITY, PAYMENT, AND INDEMNIFICATION HEREUNDER, EACH OF THE PARTIES SHALL NOT BE LIABLE TO THE OTHER FOR:

a. ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (i) INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND; (ii) LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR (iii) LOSS OR DAMAGE ARISING FROM THE LOSS, DAMAGE OR CORRUPTION OF ANY DATA; OR

b. ANY LOSS, DAMAGE, LIABILITY, OR OTHER RECOVERY THAT EXCEEDS THE AMOUNTS PAYABLE UNDER THIS AGREEMENT IN THE 12 (TWELVE) MONTHS THAT PRECEDE THE CLAIM.