

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between Eastern Savings Bank, fsb and subsidiaries, hereinafter referred to as "Lender," and

_____, hereinafter referred to as "Service Provider."

WHEREAS, Lender is a federally chartered savings bank engaged in the business of making loans secured by first or second mortgages on property located in various states within the United States; and

WHEREAS, Service Provider is engaged in the mortgage brokerage business in one or more states within the United States; and

WHEREAS, from time to time, Service Provider may submit, for Lender's consideration, various loan underwriting packages which Service Provider has compiled; and

WHEREAS, Lender and Service Provider desire to set forth, in writing, the terms of their business relationship.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises hereinafter set out, it is agreed by and between the parties hereto as follows:

1. Service Provider may solicit potential customers for the purpose of submitting those customers' credit applications to Lender. All persons obligated on a loan will be considered as one customer for purposes of this Agreement.
2. Service Provider and Lender acknowledge that this is not an exclusive Agreement. Lender may take loan applications from other service providers and Service Provider may submit customers' credit applications to other lenders. Service Provider shall at all times remain an independent contractor. Service Provider shall submit to Lender loan underwriting packages which include loan applications, credit reports, verification of credit and other references, title information, surveys, and appraisals. Service Provider shall have no authority to make any representations nor to bind Lender to the granting of any loan. Lender shall have no obligation to Service Provider except to review loan underwriting packages submitted by Service Provider. Lender shall have sole discretion in determining whether to approve or reject a loan underwriting package submitted by Service Provider.
3. Service Provider is not permitted to advertise in any manner, including business cards, that he/she/it is employed by Lender or any affiliate or subsidiary of Lender.
4. Service Provider represents, warrants, and agrees that:
 - a. It will comply with all applicable federal and state laws and regulations, including without limitation, the Truth-in-Lending Act and Regulation Z, the Equal Credit Opportunity Act, Regulation B, RESPA, Regulation X, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act and any and all state laws and regulations regarding mortgages and regulations and amendments to all of such laws; more specifically, it shall provide each applicant with the "special information booklet" and "good faith estimate of settlement costs" as required by federal law;
 - b. Service Provider authorizes Lender to communicate with Service Provider via telephone, facsimile and electronic mail. Nothing in these communications shall be deemed to create an agency relationship between Service Provider and Lender.
 - c. It will inform each credit applicant that it intends to submit his/her application to Lender, and it will advise the applicant of Lender's name and branch address; and further, that if no credit is extended to the applicant by any lender to whom credit is shopped, including Lender, it will inform the applicant in writing of his/her right to make a written request for disclosure of the nature of the third party information that led to the credit denial;
 - d. It has obtained all necessary licenses, permits, or other authorization required under the laws of the subject property state in connection with its activities as a solicitor of loans;
 - e. It will obtain a written agreement, signed by each customer applying for the loan, containing: 1) the terms under which the customer intends to compensate the Service Provider, including the total amount of its fee, any charges and costs; and 2) a statement that Service Provider agrees to reimburse all loan customers for fees incurred on all loans closed and subsequently cancelled; and 3) a statement that the use of a service provider is not required by Lender; and 4) where applicable, authorization for payment to Service Provider out of the proceeds of the loan if such loan is approved and made by Lender;
 - f. All applications submitted to Lender shall be taken as a result of an interview with the prospective customer. The purpose of the loan stated therein shall be true and correct, each prospective customer shall be of legal age and have the capacity to contract under the laws of the state of residence of the customer, and each customer is in fact who he or she purports to be;

- g. To the best of Service Provider's knowledge and belief, all information submitted in each credit application shall be true and correct. Any facts submitted by Service Provider to Lender in connection with an application, including any appraisals, surveys, title information, income or mortgage verification, which are relied upon by Lender in making the loan, are correct and accurate, and are not the result of collusion or fraud involving the Service Provider; and
 - h. If Lender makes a loan to a customer as a result of an application submitted by Service Provider, Service Provider may not solicit that customer for the purpose of refinancing the loan made by Lender (the "original loan") for a period of one year from the date of loan closing. In the event Service Provider breaches this warranty, Service Provider must reimburse Lender for any and all costs incurred by Lender as a result of the payoff of the original loan, including but not necessarily limited to fees assessed against Lender by an investor who purchased the original loan.
5. Service Provider shall indemnify and hold Lender, its directors, officers, agents, and employees harmless from any loss, damage, liability, claims, costs, or causes of action which Lender may incur by virtue of this Agreement.
 6. No release waiver, or modification of this Agreement shall be binding unless such release, waiver, or modification is in writing and signed by the parties sought to be bound by such release, waiver, or modification, and by the President or Vice President or any officer of Lender. The undersigned is an officer of Service Provider, authorized to enter into this Agreement pursuant to the Resolution attached.
 7. Either party may terminate this Agreement by written notice to the other. Any such termination shall not affect any terms and provisions of the Agreement relating to any loan closed under the Agreement.
 8. Lender shall not be obligated to reimburse Service Provider for any expenses incurred by Service Provider in connection with any loans submitted to Lender which Lender does not close. Service Provider shall receive no compensation from Lender, and Lender shall receive no incentive or inducement fees, or any compensation whatsoever, in any form, from Service Provider.
 9. All the provisions in this Agreement are severable, and in the event any portion of this Agreement shall be held invalid, the Agreement shall be construed as if such invalid portions were not herein contained.

10. **CONFIDENTIALITY OF CUSTOMER INFORMATION**

As used in this clause, "Customer Information" shall mean any and all information which identifies, pertains to, or references a customer or customers, including but not limited to customer names, account numbers, addresses, telephone numbers, and social security numbers. Service Provider shall not disclose to anyone or use for any purpose, any Customer Information, whether obtained independently by Service Provider or disclosed to Service Provider by Lender before the effective date of this Agreement, or during the term of this Agreement, other than to carry out the purposes for which the Customer Information was obtained or disclosed, and except as may be expressly permitted by the Gramm-Leach-Bliley Act, 15 United States Code §6801 et seq., as may be amended from time to time, and applicable regulations and guidelines issued pursuant thereto. This limitation on disclosure and reuse of Customer Information shall apply in perpetuity, even after the termination of the customer relationship with Lender or Service Provider. Service Provider shall take all reasonable precautions to:

- a. Ensure the security and confidentiality of Customer Information;
- b. Protect against any anticipated threats or hazards to the security or integrity of such information; and
- c. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Service Provider shall indemnify and hold Lender harmless from any and all loss, damages, costs, claims, actions, and/or expenses, of any nature, which Lender may incur as a result of a breach of this clause by Service Provider, or of any applicable confidentiality laws, and Lender shall have no vicarious or agency liability for any such breach committed by Service Provider. No portion of this section pertaining to confidentiality of customer information shall be deemed to confer third party beneficiary status on any outside party.

IN WITNESS WHEREOF, Lender and Service Provider have executed this Agreement on the date shown above.

LENDER:

Eastern Savings Bank, fsb

BY: _____

TITLE: _____

SERVICE PROVIDER:

BY: _____

TITLE: _____

TAX ID. #- _____