

MLG HOME FINANCIAL

Mortgage Broker & Loan Origination

MUTUAL NON-DISCLOSURE AGREEMENT

(Applicable to All Company Levels — Officers, Subcontractors, Vendors & Strategic Partners)

LEGAL NOTICE: This document is a draft template provided for informational purposes only. It does not constitute legal advice. MLG strongly recommends review and approval by a licensed attorney in the applicable jurisdiction(s) before execution.

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between:

DISCLOSING / RECEIVING PARTY (MLG):

MLG Home Financial, LLC ("MLG")
A [State] Limited Liability Company
Address: _____
NMLS ID: _____

AND

RECEIVING PARTY ("Recipient"):

Full Legal Name / Entity Name: _____

Title / Role at MLG: _____

Level Classification (check one):

- Level 1 — Executive Officer
- Level 2 — Department Lead (Subcontractor)
- Level 3 — Operational Subcontractor
- 3rd-Party Vendor / Technology Partner
- Retained Specialist (Legal, CPA, etc.)
- Strategic Business Partner / Investor
- Prospective Partner (Pre-Engagement NDA)

Address: _____

Email: _____

MLG and Recipient are each referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MLG operates as a licensed mortgage brokerage and loan origination company and, in connection therewith, maintains substantial Confidential Information including but not limited to borrower data, lender relationships, pricing models, trade secrets, and business strategies;

WHEREAS, the Parties wish to explore, evaluate, or conduct a business relationship (the "Business Purpose") that may require disclosure of Confidential Information between them;

WHEREAS, each Party desires to protect its Confidential Information from unauthorized use or disclosure;

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, the Parties agree as follows:

SECTION 1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means any and all non-public information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, visually, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation:

Category A — Borrower & Client Data:

- Personally Identifiable Information (PII) of borrowers, applicants, and co-borrowers
- Non-Public Personal Information (NPPI) as defined under the Gramm-Leach-Bliley Act (GLBA), including names, Social Security Numbers, dates of birth, financial account information, credit report data, income data, asset information, and employment records
- Loan files, applications (FNMA 1003), underwriting analyses, appraisals, title reports, and closing documents
- Borrower credit profiles, scores, and debt information
- Any information obtained through the loan origination and processing workflow

Category B — Business & Operational Information:

- Wholesale lender relationships, rate sheets, pricing models, and lender approval terms
- MLG's loan origination systems (LOS), CRM platforms, and proprietary software configurations
- Business strategies, marketing plans, growth projections, and expansion plans
- Financial statements, revenue data, profit margins, commission structures, and compensation plans
- Referral partner databases, real estate agent relationships, and client lists
- Internal policies, procedures, and Standard Operating Procedures (SOPs)
- Personnel and contractor information, including compensation and performance data

Category C — Proprietary & Technical Information:

- Trade secrets, intellectual property, and proprietary processes
- Technology systems, integrations, APIs, and software development

- Marketing data, lead generation sources, conversion metrics, and advertising spend
- Any information that MLG designates as confidential in writing or that is provided in a context indicating its confidential nature

1.2 "Confidential Information" does NOT include information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure, without restriction; (c) is rightfully received from a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (e) is required to be disclosed by applicable law, regulation, court order, or governmental authority, provided the Receiving Party gives the Disclosing Party prompt written notice and cooperates in seeking a protective order.

SECTION 2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 Non-Disclosure. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

2.2 Non-Use. The Receiving Party shall use Confidential Information solely for the Business Purpose and for no other purpose, including personal benefit, competitive advantage, or the benefit of any third party.

2.3 Standard of Care. The Receiving Party shall protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. For borrower NPPI, the Receiving Party shall comply with the GLBA Safeguards Rule and implement an appropriate written information security program.

2.4 Need-to-Know Access. The Receiving Party shall disclose Confidential Information only to its own employees, contractors, or professional advisors who: (a) have a bona fide need to know such information for the Business Purpose; (b) have been informed of the confidential nature of the information; and (c) are bound by confidentiality obligations no less protective than those set forth in this Agreement.

2.5 Authorized Systems Only. Recipient shall access, store, and transmit all borrower data and MLG Confidential Information exclusively through MLG-approved platforms (LOS, CRM, encrypted email, secure portal). Recipient shall not store, copy, or transmit Confidential Information on personal devices, unauthorized cloud services, or unencrypted media.

2.6 No Reverse Engineering. Recipient shall not attempt to reverse engineer, decompile, disassemble, or derive source code from any software, technology, or proprietary system included in the Confidential Information.

2.7 No Publicity. Recipient shall not use MLG's name, logo, trademarks, or any reference to the business relationship with MLG in any public statement, marketing material, or press release without MLG's prior written consent.

SECTION 3. REGULATORY COMPLIANCE & BORROWER DATA

3.1 GLBA Privacy & Safeguards Rule. Recipient acknowledges that borrower Non-Public Personal Information (NPPI) received in connection with the Business Purpose is subject to the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and the FTC Safeguards Rule (16 C.F.R. Part 314). Recipient shall: (a) implement and maintain a written information security program; (b) designate a qualified individual to

oversee the program; (c) identify and address reasonably foreseeable internal and external risks; and (d) regularly test and monitor the effectiveness of key controls.

- 3.2 FCRA Compliance.** Any Confidential Information that constitutes a "consumer report" under the Fair Credit Reporting Act (FCRA) shall be used only for permissible purposes as defined by 15 U.S.C. § 1681b. Recipient shall not re-disclose consumer reports or consumer report information to any party.
- 3.3 RESPA.** Recipient acknowledges that information regarding real estate settlement services is subject to RESPA (12 U.S.C. § 2601 et seq.) and that no Confidential Information may be used in furtherance of any fee-splitting or kickback arrangement prohibited by RESPA Section 8.
- 3.4 State Privacy Laws.** Recipient shall comply with all applicable state privacy laws, including but not limited to state-specific mortgage privacy statutes, mini-GLBA laws, and, to the extent applicable, the California Consumer Privacy Act (CCPA) and any similar state laws.
- 3.5 Data Breach Notification.** Recipient shall notify MLG's Chief Compliance Officer (CCO) within twenty-four (24) hours of discovering or suspecting any unauthorized access to, use of, or disclosure of Confidential Information, including any cybersecurity incident. Recipient shall: (a) take immediate steps to contain and mitigate the breach; (b) cooperate fully with MLG's breach response; (c) preserve all evidence related to the incident; and (d) not notify any third party, regulator, or the public regarding the breach without MLG's prior written consent, unless independently required by law.

SECTION 4. TERM AND DURATION

- 4.1 Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years, unless earlier terminated by mutual written agreement of the Parties.
- 4.2 Survival.** Notwithstanding the expiration or termination of this Agreement:
- Obligations with respect to borrower NPPI and other personal data governed by GLBA, FCRA, and applicable state privacy laws shall survive indefinitely or for the period required by applicable law, whichever is longer.
 - Obligations with respect to all other Confidential Information shall survive for five (5) years following expiration or termination of this Agreement.
 - Obligations with respect to trade secrets shall survive indefinitely for as long as such information constitutes a trade secret under applicable law.
- 4.3 Termination.** Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Termination shall not relieve either Party of obligations that survive under Section 4.2.

SECTION 5. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

- 5.1 Upon Termination or Request.** Upon the expiration or termination of this Agreement, or upon the written request of the Disclosing Party at any time, the Receiving Party shall, within five (5) business days: (a) return to the Disclosing Party all tangible materials containing Confidential Information; (b) permanently destroy all electronic copies of Confidential Information in Receiving Party's possession or control (including copies on servers, laptops, mobile devices, backup systems, and cloud storage); and (c) certify in writing to the Disclosing Party that such return and/or destruction has been completed.
- 5.2 Regulatory Retention Exception.** Notwithstanding Section 5.1, Receiving Party may retain Confidential Information to the extent required by applicable law, regulation, or governmental authority, provided

that such retained information remains subject to the confidentiality obligations of this Agreement and is destroyed as soon as the retention obligation expires.

SECTION 6. NON-SOLICITATION

- 6.1** Non-Solicitation of Borrowers/Clients. During the term of this Agreement and for twelve (12) months following its termination, Recipient shall not directly or indirectly solicit, contact, or attempt to do business with any borrower, applicant, referral partner, or client of MLG whose information was disclosed as Confidential Information, for purposes of competing with MLG's mortgage business.
- 6.2** Non-Solicitation of Personnel. During the term and for twelve (12) months following termination, Recipient shall not directly or indirectly solicit, recruit, or encourage any MLG officer, employee, or contractor to terminate their relationship with MLG.
- 6.3** Non-Disparagement. Each Party agrees not to make, publish, or communicate to any third party any false, defamatory, or disparaging statements concerning the other Party, its personnel, services, or business practices.

SECTION 7. INTELLECTUAL PROPERTY

- 7.1** No License Granted. Nothing in this Agreement grants either Party any right, title, or interest in or to the other Party's Confidential Information, intellectual property, or trade secrets, except as expressly permitted herein for the Business Purpose.
- 7.2** Ownership. Each Party retains all ownership of its own Confidential Information. Disclosure of Confidential Information does not transfer ownership or any intellectual property rights.

SECTION 8. REMEDIES

- 8.1** Irreparable Harm. Each Party acknowledges that a breach or threatened breach of this Agreement may cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in the event of any actual or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without the necessity of posting a bond or other security, in addition to all other remedies available at law or in equity.
- 8.2** Monetary Damages. In addition to equitable relief, the Disclosing Party shall be entitled to recover all actual, direct, and consequential damages arising from any breach of this Agreement, including reasonable attorneys' fees and costs.
- 8.3** Regulatory Penalties. Recipient acknowledges that breaches involving borrower NPPI may trigger regulatory enforcement actions, civil money penalties, and reputational harm. Recipient agrees to indemnify and hold harmless MLG from any regulatory fines, penalties, or remediation costs arising from Recipient's unauthorized disclosure or misuse of borrower data.

SECTION 9. REPRESENTATIONS AND WARRANTIES

- 9.1** Each Party represents and warrants that: (a) it has full legal capacity and authority to enter into this Agreement; (b) this Agreement constitutes a valid and binding obligation; (c) the execution, delivery, and performance of this Agreement do not violate any other agreement to which it is a party or by

which it is bound; and (d) it will comply with all applicable laws and regulations in connection with its obligations under this Agreement.

SECTION 10. INDEMNIFICATION

10.1 Recipient shall indemnify, defend, and hold harmless MLG, its members, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, regulatory fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any breach of this Agreement by Recipient; (b) Recipient's unauthorized use or disclosure of Confidential Information; (c) any data breach or security incident caused by Recipient's acts or omissions; or (d) Recipient's violation of any applicable privacy or data security law.

SECTION 11. LIMITATION OF LIABILITY

11.1 Neither Party shall be liable to the other for any indirect, incidental, punitive, or consequential damages under this Agreement except in cases of: (a) willful misconduct; (b) gross negligence; (c) breach of confidentiality obligations; or (d) unauthorized disclosure of borrower NPPI or personal data. Liability for direct damages shall not be limited.

SECTION 12. GOVERNING LAW & DISPUTE RESOLUTION

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law provisions.

12.2 Dispute Resolution. Any dispute arising under this Agreement shall first be addressed through good-faith negotiation. If unresolved within fifteen (15) business days, the Parties shall submit to non-binding mediation. If mediation fails, disputes shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in _____, except that either Party may seek emergency injunctive relief in any court of competent jurisdiction without first exhausting arbitration procedures.

SECTION 13. GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to confidentiality and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

13.2 Amendment. This Agreement may only be modified by a written amendment signed by authorized representatives of both Parties.

13.3 Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

13.4 Waiver. No waiver of any provision shall be effective unless in writing. No waiver shall constitute a continuing waiver or a waiver of any other provision.

13.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that MLG may assign this Agreement to a successor entity in connection with a merger, acquisition, or restructuring.

13.6 Notices. All notices shall be in writing and delivered by email (with confirmation) or certified mail to the addresses set forth herein.

13.7 Electronic Signatures. Electronic signatures via DocuSign, Adobe Sign, or equivalent platform shall have the same legal effect as original ink signatures under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law.

13.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

13.9 No Partnership. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date first written above.

MLG HOME FINANCIAL

Authorized Signatory Name:

Title / Role:

Signature: _____

Date: _____

NMLS ID / License # (if applicable):

RECIPIENT

Recipient Full Legal / Entity Name:

Title / Role at MLG:

Signature: _____

Date: _____

NMLS ID / License # (if applicable):

APPENDIX A — AUTHORIZED DISCLOSURE MATRIX

This matrix defines which categories of Confidential Information may be disclosed to which recipient levels. Any disclosure not authorized below requires prior written approval from MLG's COO or CCO.

Confidential Info Category	Officers (L1)	Dept Leads (L2 SC)	Operational (L3 SC)	3rd-Party Vendors	Retained Specialists
Borrower PII / NPPI	Full	Need-to-Know	Need-to-Know	Limited	Limited
Loan Files & Underwriting	Full	Full	Role-Specific	Role-Specific	No
Lender Pricing & Rate Sheets	Full	Full	No	No	No
Business Strategy & Financials	Full	Summary Only	No	No	As Needed
Referral Partner Database	Full	Role-Specific	No	No	No
SOP & Internal Processes	Full	Full	Role-Specific	No	No
IT Systems & Credentials	Full	Role-Specific	Role-Specific	No	No

Key: Full = Complete access as needed Need-to-Know = Minimum necessary only Role-Specific = Limited to assigned duties
 No = Not authorized