

## **Code of Ethics and Business Conduct**

### **Statement of our Core Values**

- Commitment to Excellence
  - Our mindset is to surpass ordinary standards. We strive to exceed the expectations of our internal and external customers by understanding and addressing their needs, providing them with superior customer service.
- Energetic & Accountable Leadership
  - Our leadership team takes the initiative to inspire their teams to achieve outcomes. Our leaders clearly communicate expectations, establish performance metrics and most importantly, continue to learn and develop from every decision made.
- Continuous Improvement & Innovation
  - We anticipate and adapt to change by embracing cutting edge technology and harnessing the knowledge and experience provided by our employees to improve current processes, productivity and relationships.
- Competence & Teamwork
  - Our people are “subject matter experts” that are eager to hit the ground running, showcase their talents and contribute to the Company’s success. We work within a collaborative environment in which everyone’s unique skillset, knowledge and background is respected as we brainstorm to achieve common goals. Achievements are celebrated and recognized with increased opportunities to develop and excel.
- Integrity
  - Integrity is intricately woven into the very fabric of our decisions and behaviors. We are honest and transparent in our daily communications and interactions to earn and maintain the trust of all our stakeholders. The success of our business is dependent on the trust and confidence we earn from our employees, customers and stakeholders. HGF’s commitment to Integrity begins with complying with laws, rules and regulations where we do business. Each of us must understand company policies, laws, rules and regulations to apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or HGF policy, we should seek advice from the resource expert. We all hold responsibility for preventing violations of law and for speaking up if we see possible violations.

### **Employee Conduct**

We strive to create an environment free from harassment and discrimination. We all deserve to work in an environment where we are treated with dignity and respect. HGF is committed to creating such an environment that brings out the full potential in each of us. HGF is an equal employment employer

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and is committed to providing a workplace that is free of discrimination of all types including abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

## **Open Door Policy**

HGF has an Open Door policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities through open, direct communication. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The Company believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor or other management representative as soon as possible after the events that cause concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved, including contacting the Human Resources Manager, if appropriate.

Employees who conclude that work-related concerns should be brought to the attention of the Company by written complaint and formal investigation should avail themselves of the following procedures:

1. Employees should file written complaints with the Human Resources Manager as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the basis for the employee's complaint.
2. If the Employee prefers to file a complaint anonymously, Employees are encouraged to submit the incident using the Ethical Advocate Incident & Reporting hotline. To utilize Ethical Advocate, go to our direct reporting page within Ethical Advocate, <https://hgf.ethicaladvocate.com>, or call the toll-free number, (855) 366-5091, 24 hours a day, any day of the year.
3. The HR Department will investigate the complaint. The Company will attempt to treat all internal complaints and their investigation as confidential recognizing, however, that during investigating and resolving internal complaints, some dissemination of information to others may be necessary or appropriate. All employees are required to cooperate in the investigation of any complaint. Failure to do so may result in disciplinary action. Reports and investigations of improper actions taken to resolve the problem will be put in writing. Appropriate action will be taken by the HR Department after the investigation.
4. On completion of the investigation, the HR Department will orally report its findings and conclusions to the employee. If the complaint is resolved to the employee's satisfaction, the terms of the resolution should be recorded and signed by both the employee and the representative of the HR Department.

5. If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the HR Department, which will designate an appropriate member of management to review the complaint. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews will be final.
6. If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Human Resources Manager.

## **Discipline and Rules of Conduct**

Groups of people who are working together for any purpose require certain guidelines pertaining to their conduct and relationships. Accordingly, HGF employees are expected to observe certain standards of job performance and good conduct. When performance and conduct does not meet Company standards, the Company will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he/she will be subject to discipline up to and including termination of employment.

How the Company chooses to administer employee discipline in no way alters or limits the at-will employment relationship as defined in this handbook. The Company may choose to exercise its discretion to determine the form of disciplinary actions used, which may include, but are not limited to: verbal warnings, written warnings, involuntary transfers, demotions, suspensions, and terminations. No particular order or system is required, and the Company may or may not adhere to a progressive series of disciplinary actions. The Company has the discretion to use whatever form of discipline it believes is appropriate under the circumstances.

Certain actions/acts are considered so serious that they will result in immediate termination of employment for a single offense.

Failure to apply disciplinary action in a particular instance or the application of corrective measures in a different manner shall not be considered a waiver or precedent with respect to the same or a different rule in future application. Any conduct that is detrimental to the Company's interest and security, or the safety or welfare of employees or their co-workers, may result in corrective action or termination of employment.

Employees with a question about whether a particular situation would violate this policy should immediately discuss it with their manager or appropriate HR staff.

## **Outside Employment**

Except if provided otherwise in your employment agreement, HGF does not limit an employee's activities during non-working hours unless they interfere with or are in conflict with your job with HGF. However, you may not, without the express prior written consent of HGF, be employed by, or provide services in any other capacity to, another business, whether or not incorporated, that operates in the mortgage, real estate, title company, appraisal, financial planning industries, other settlement service related industry or own an interest in any company involved in these industries. Without limiting the foregoing, you may not be an employee or otherwise provide services as a settlement agent, insurance agent or real estate agent, without the Company's prior written consent. It is the duty of any employee who may hold licenses in the real estate, title insurance or financial planning industries to place any such license in escrow or inactive status. Further, any person holding such license must inform the Compliance and Human Resources Department of any such licenses, and provide written proof or confirmation that such licenses have been placed in escrow or inactive status.

Please refer to the full Dual Employment policy which is posted on the company team site for more information.

If the Company determines that an employee's outside work interferes with performance or the ability to meet the Company's job requirements (as they are modified from time to time), the employee may be asked to terminate the outside employment in order to remain with the Company.

HGF's Worker's Compensation Insurance will not pay for illness or injury arising from any outside employment or outside business activity.

## **Conflicts of Interest**

HGF expects employees to devote their best efforts and attention to the performance of their jobs and are also expected to exercise good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between their personal interests and the interests of the Company. A conflict of interest exists in any situation where the gain, or potential gain, from information, services or goods normally attainable only through employment is used for the benefit of the employee and/or to the detriment of HGF. Any situation which may be construed as a conflict of interest must be avoided. Not only should conflicts of interest be avoided, but appearances or perceptions of such should also be avoided.

This policy does not prohibit outside employment, but does limit it. See Outside Employment section for the complete policy.

Employees who are unsure as to whether a transaction, activity, or relationship creates or constitutes a conflict of interest should discuss it with their manager, the Human Resources Manager, or a representative of the Compliance Department for clarification and prior to engaging in any action that may create an actual, potential, or perceived conflict of interest.

Failure to adhere to these guidelines, including the failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

## **Confidentiality, Company Property and Non-Solicitation**

HGF is sensitive to the issue of protection of trade secrets and other confidential and restricted information of both the company and third parties. Therefore, employees are expected to follow all Company policies and procedures surrounding the acceptable use and/or transmission of confidential and/or restricted information.

Confidential and restricted information should not be accessed in the presence of unauthorized individuals or left visible or unattended. Employees should only transmit confidential and/or restricted information outside the Company when necessary, and when it is necessary to transmit such information, it must be sent securely using a secure messenger solution.

The security of Company property is of critical importance and includes not only tangible property, such as furniture and IT equipment, but also intangible property, such as data and information. All employees have the responsibility to ensure that proper security is maintained at all times.

The Company protects all confidential and restricted information from disclosure and maintains strict ownership of all property and confidential information.

### **Access to Confidential Information**

Employee may gain access to certain confidential information, trade secrets, original works, and other types of proprietary subject matter including customer lists and borrower information that comprise valuable, special and unique assets of HGF's business, and that access to the foregoing is granted to the Employee only for the purpose of enabling Employee to perform his/her duties for HGF. Employee agrees that HGF has an identifiable interest in protecting its rights and ownership of the foregoing, as well as all intellectual property rights associated herewith (including, without limitation, its patents, copyrights, trademarks, domain names and trade secrets).

### **Company Property & Confidential Information**

The term "Company Property and Confidential Information" refers to all business information or data including, not generally known to the public, belonging to, or otherwise relating to the business of HGF or its customers, vendors or business partners, regardless of the media or manner in which it is stored or conveyed to the Employee, that HGF has taken reasonable measures under the circumstances to keep confidential and to protect from unauthorized use or disclosure. Confidential Information includes trade secrets as well as other proprietary knowledge, information, know-how, non-public intellectual property rights, customer information, data maintained in the company Loan Origination System, business plans or strategies, formulae, processes, discoveries, improvements, ideas, concepts, compilations of data and developments, whether or not patentable and whether or not copyrightable.

For example and without limitation, Confidential Information may include information learned about or developed in connection with Employee's employment with HGF, such as:

- (i) Product or pricing information, documents or plans;
- (ii) Financial management procedures;

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- (iii) Non-public financial information including forecasts, budgets and data relating to either HGF or its customers;
- (iv) Borrower loan information such as applications and supporting documents; data maintained in the company Loan Origination System
- (v) Marketing and advertising plans, budgets and studies;
- (vi) Business strategies;
- (vii) Customer lists whether maintained in company Loan Origination System, Customer Relationship Management Systems or other format (i.e. Encompass, Top of Mind)
- (viii) Business lists as well as any other medium
- (ix) The identities and business practices of HGF's customers, vendors or other business partners;
- (x) The particular needs and preferences of HGF customers, vendors or partners and HGF's approaches and strategies for satisfying those needs and preferences;
- (xi) Contracts, credit procedures and terms;
- (xii) Research and development plans;
- (xiii) Accounting procedures;
- (xiv) Secondary marketing and hedging models;
- (xv) Computer programs and plans;
- (xvi) Hardware and software configurations;
- (xvii) Employment and personnel information including, without limitation, the names, addresses, compensation, specific capabilities, job assignments and performance evaluations of HGF personnel, officers, directors or agents;
- (xviii) Information regarding, or used, in employee training;
- (xix) Operations and procedure materials, policies and memoranda;
- (xx) Information relating to HGF assets;
- (xxi) Information marked as "Confidential" by HGF; and
- (xxii) Other proprietary information or know-how.

**Confidential Information also includes Client Confidential Information.**

The term "Client Confidential Information" includes information regarding customers, whether they be current, former or prospective customers, and other individuals (individually and collectively, "Client") who obtain or request a financial product or service from HGF or use a HGF website or affiliated website. Client Confidential Information includes Client's name, address, email address, telephone number, Social Security number, driver's license number, employer, place of employment, mother's maiden name, wage information, income, account number, loan number, financial information including account balance and payment history, transaction or loss history, overdraft history, credit, debit or ATM card numbers, personal identification number, password, credit history and credit score, information obtained from a consumer report agency, information regarding transactions and experiences and creditworthiness, financial transaction data or other data which can be reasonably linked to such information.

The foregoing are only examples of HGF's Confidential Information. If Employee is uncertain as to whether any particular information or material constitutes Confidential Information, Employee shall ask his/her Manager.

Confidential Information does not include data or information that: (i) HGF has voluntarily disclosed to the public; (ii) third parties have independently developed and disclosed to the public; (iii) otherwise enters the public domain through lawful means; or (iv) is lawfully and rightfully disclosed to Employee following the date of this Agreement by another party without an obligation to keep the information confidential. This definition shall not limit any definition of "confidential information" or any equivalent term under any applicable federal, state or local law.

#### **Protection of Confidential Information**

Employee agrees that both during and following the termination, for any reason, of his/her employment with HGF, Employee shall hold in strict confidence all Confidential Information of HGF. Employee agrees that, except with HGF's prior written permission or in furtherance of his/her duties for HGF, Employee shall not, directly or indirectly, in whole or in part: (a) access, use, disclose, reproduce, copy, store, distribute, or misappropriate any Confidential Information; (b) misappropriate, duplicate or otherwise attempt to gain unauthorized access to any Confidential Information; or (c) take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information (as defined above) to lose its protected character.

At all times during employment, Employee shall promptly advise his/her direct Manager of any knowledge that Employee may have of any unauthorized (intentional or unintentional) use or disclosure of HGF's Confidential Information.

Upon termination, for any reason, of Employee's employment with HGF, or upon any earlier request by HGF, Employee shall promptly return to HGF all original and copies of documents, data or materials that exist in tangible form, of any nature, in his/her possession, custody or control that contain Confidential Information and/or Company property (regardless of the medium in which such information is stored), and work with HGF in recovering any intangible copies of the foregoing stored in magnetic, electronic or optical form. Notwithstanding anything to the contrary, Employee is permitted to disclose Confidential Information that is required to be disclosed pursuant to judicial order or other compulsion of law, to the limited extent required to comply with such order, provided that Employee has given HGF prompt notice of the disclosure requirement, and that Employee fully cooperates with any efforts by HGF to obtain and comply with any protective order imposed on such disclosure. Any information so disclosed will remain Confidential Information subject to all other provisions of this Agreement. HGF maintains strict ownership of all confidential information including client confidential information and intellectual property.

#### **Non-Solicitation**

During employment and for a period of twelve (12) months after termination of employment, Employee shall not on behalf of any HGF competitor, directly or indirectly solicit for employment any person who is employed by HGF, or was employed by HGF on the date Employee's employment terminated, unless Employee shall have received the prior written consent of HGF.

Employee acknowledges that all leads provided to or worked on by Employee and loans in process are

Employer's property. Employee agrees to provide, upon termination, a written account of any and all open leads, business prospects, and/or loans in process as of the date of his/her termination, and agrees not to take any action to divert such loans to a competitor or away from HGF.

### **Use of Company Resources**

During employment, employees may be provided with Technology assets (i.e. desktop computer, laptop computer, etc.) which may be taken out of the office for business purposes. Employees must carefully use and preserve such items and are expected to follow all policies and procedures governing Technology assets and safeguard such equipment from loss or breakage. Failure to do so resulting in loss or damage may be deemed gross negligence and the Company may require the employee to replace the equipment at their expense. The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action up to and including termination of employment.

Moreover, upon termination of employment employees must return to Hamilton Group Funding, Inc. all such items in their original condition, subject to ordinary wear and tear. An employee will be liable to the Company for all damages arising from his/her violation of this policy, to the extent permitted by law.

### **Technology Use and Privacy**

This section sets forth some important reminders about the use of HGF's computer and communications systems. These systems include individual PC's provided to employees, all associated software, the Company's telephone, voice mail and electronic mail systems, all centralized computer equipment, and the local and wide-area networks.

HGF has provided these computer and communications systems to help conduct business. Although limited personal use of the Company's systems is allowed to the extent it does not violate any Company policy or interfere with job performance, no use of these systems should ever conflict with the primary business purpose for which they have been provided, with the Company's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in HGF's computer and communication systems (including documents, other electronic files, e-mail and recorded voice mail messages) is the property of the Company.

HGF may inspect and monitor such data at any time in the ordinary course of business. No individual should have any expectation of privacy for messages or other data recorded in the Company's systems. This includes documents or messages marked "private", which may be inaccessible to most users but remain available to the company. Likewise, the deletion of a document or message may not prevent Company access to the item or completely eliminate the item from the system.

HGF's systems must not be used to create or transmit material that is derogatory, defamatory, obscene



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or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, age physical or mental disability, medical condition, marital status, or religious or political beliefs.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. The introduction of ANY unlicensed software on any computer used in the conduct of Company business is strictly forbidden. No employee may access, or attempt to obtain access to another employee's computer systems without appropriate authorization.

