

EXHIBIT A



ATTACHMENT A: Role Specific Incentive Terms

Troy Rogers

This Attachment A - Role Specific Incentive Terms ("RIT") is incorporated by reference into and subject to the Retail Master Incentive Plan ("MIP"). From and after the Effective Date, this RIT replaces all prior RITs and incentive plans. Capitalized terms not otherwise defined herein shall have the meaning set forth in the MIP.

Effective Date

This RIT is effective **January 1, 2021** ("Effective Date") and shall continue until changed, modified, amended or terminated, at the sole discretion of the Company.

1. All Funded Loans locked through the proprietary product, pricing and eligibility engine ("PPE") will be eligible for Incentive Compensation pursuant to the RIT in effect as of the Lock Date.
2. All Funded Loans, not locked through PPE, will be eligible for Incentive Compensation pursuant to the RIT in effect as of the Funding Date.

Compensation Components

Salary Compensation - the Retail Loan Consultant ("LC") is an incentive-only position and is exempt from overtime pay. In this position, loanDepot requires that you maintain an active NMLS license¹, regularly spend more than half (greater than 50%) of your working time away from loanDepot's place of business conducting sales calls to create, develop and maintain referral relationships with real estate professionals, builders, and consumers. If at any time you feel that you cannot perform these duties as expected, you must notify your Manager and Human Resources immediately.

Incentive Compensation - refer to terms of the incentive compensation section below. The incentive compensation below defines the level of Basis Points ("BPS") that are utilized to calculate sales incentives on Funded Loan volume prior to any adjustments elected by the Retail Loan Consultant in the Sales Election Calculator ("SEC"). The SEC allows the LC to propose various elective selections for sales and marketing support that will result in an adjustment to the incentive compensation. Any elective selections and adjustments to incentive compensation proposed by the LC will be documented on the SEC election forms. SEC adjustments are calculated based on the elections in place as of the Funding Date (regardless of when the loan was locked and or priced). Incentive compensation is not earned until all adjustments are calculated and made.

Incentive Compensation

A. Qualified Loan Pool

An LC's Qualified Loan Pool consists of all Self-Sourced Funded Loans originated by the LC funded during the Measurement Period that are not part of the LC's Payment Schedule Loan Pool (set forth in Section B below). The Qualified Loan Pool incentives are based on the base BPS Incentive Rate set forth below, subject to any adjustment made in the SEC. Subject to adjustment or change pursuant to the other terms of this Plan, incentives ordinarily will be calculated by multiplying the BPS Incentive Rate by the individual loan amounts of eligible Funded Loans during the Measurement Period, subject

¹ An active Temporary Authority status in NMLS for an initial period of 120 days from approval will be deemed equivalent to an active NMLS license for purposes of this Plan.

to the maximum incentive dollar cap for any individual Funded Loan.

1. Base BPS Incentive Rate for Qualified Loan Pool – **120 BPS**
2. Maximum incentive that can be earned on any individual Funded Loan in the Qualified Loan Pool – **\$7,000**
3. For calculation of incentive pay on simultaneous subordinate-lien mortgages, except for Silent Seconds/Bond Second Loans, the loan amount of the subordinate-lien mortgage shall be added to the loan amount of the first-lien mortgage, and the total incentive pay is subject to the maximum incentive cap. First-lien mortgages with “piggyback” subordinate-lien loan products qualify as a single unit.

B. Payment Schedule Loan Pool

The Payment Schedule Loan Pool includes the following Funded Loan types, and the LC is eligible for incentives at the base incentive compensation rates set forth below, subject to any proposed adjustments made in the SEC approved by the Company. Subject to adjustment or change pursuant to the other terms of this Plan, incentives ordinarily will be calculated by multiplying the BPS Incentive Rate by the individual loan amounts of eligible Funded Loans during the Measurement Period, subject to the maximum incentive dollar cap for any individual Funded Loan.

- Brokered Loans (excluding Exempt Open-Ended Brokered Loans): 50 BPS.
- Corporate-Sourced Loans: Except as specified below under Optional Corporate-Sourced Types, Corporate-Sourced Loans are eligible for an incentive of 50 BPS per loan.
 - a. Corporate-Sourced Election Types:
 - i. MSA 80 **BPS**
- Exempt Open-End Brokered Loans: Exempt Open-Ended HELOC Brokered Loans are eligible for an incentive of 50% of Company's broker compensation amount. No additional sales incentives/overrides will be payable on brokered HELOC products (e.g. incentives to Sales Support staff and/or overrides to Sales Manager, Branch Manager, Regional Manager, etc.).
- Originator Pending License Transfers: Referring LC transferring loans is not eligible for any sales incentive compensation. LC who originates the loan is eligible for the standard Corporate-Sourced Loans of 50 BPS incentive compensation for each Funded Loan.
- Permitted Loan Transfers: To the extent permitted under applicable law and subject to the definition of Permitted Loan Transfers herein, a Direct or Retail Loan Originator (“LO”) as defined herein, may transfer certain loans to another LO. When permitted, the LO is eligible for a sales incentive rate of 30 BPS for any Permitted Loan Transfer the LO refers that results in a Funded Loan. The LO is eligible for their Qualified Loan Pool Incentive Base BPS minus 30 BPS for each Funded Loan transferred to and originated by the LO. Calculation of Permitted Loan Transfers incentive rate (Base BPS minus 30 bps) is based on the receiving LO maximum incentive dollar cap for any individual Funded Loan.
- Silent Seconds/Bond Second Loans: Silent second-lien loans or other bond program subordinate-lien mortgages for which Company does not receive compensation are not eligible for any sales incentives.
- Terminated LC Transfers: The originating LO or ILC who the loan is transferred to is eligible to receive 20 BPS for each Funded Loan, not to exceed a maximum dollar cap of \$500 per loan. Departing LC is eligible for full BPS compensation, not to exceed the applicable maximum dollar cap, for any loan where the Funding Date is within 30 calendar days of the LC's termination date.

- **Required Refinance:** LC is not eligible to earn compensation for a refinance required by the Company because the underlying Funded Loan is unsalable in the normal course.
- **Early Pay-Off ("EPO") Loans:** EPO loans that are paid off within 120 days of the original Funding Date as a result of the LC refinancing the prior loan will not be eligible for sales incentive pay. EPO loans paid off between 121 to 180 days of the original Funding Date as a result of the LC refinancing the prior loan will be eligible for a sales incentive of 50 BPS.
- **Employee Loans:** Employee Loans are not eligible for sales incentives.

Unless otherwise provided above, the maximum incentive that can be earned on any individual Funded Loan in the Payment Schedule Loan Pool will not exceed LC's Qualified Loan Pool maximum dollar incentive cap, set forth in Section A above.

C. Reassignment/Transfer/Promotion/Separation Impact on Eligibility to Earn Incentive Compensation:

If LC's employment with the Company terminates for any reason whatsoever, or he or she is reassigned, transferred, or promoted to a position that is not eligible to participate in this Plan, and another employee of the Company will have to perform significant work to ensure that any loans for which the application was taken by the LC are funded, that necessary procedures are followed, and that other conditions regarding the loan are satisfied, the Company reserves the right to modify, reduce, adjust, or eliminate the LC's sales incentive pay; all such modifications, reductions, adjustments, or eliminations shall be made at the sole discretion of the Company. However, ordinarily the Company will allow the LC to be eligible to earn sales incentives for loans for which the LC provided services in accordance with the terms hereafter stated for 30 days after the termination of the LC's employment or a reassignment, transfer or promotion within the company provided that: (1) all of the conditions precedent under the terms of the Plan for earning the incentives are satisfied during that 30-day period, including the condition that the loan funds within that 30-day period, (2) there are no early payment defaults within 90 days of the Funding Date of any such loan; (3) all loans are sellable, insurable and do not require extensive rework by the Company; (4) Final 1003s are signed by an employed, licensed Internal Loan Consultant or Loan Consultant of the Company; and (5) all other terms and conditions of the Plan are satisfied.

D. Definitions

1. **Basis Points (BPS):** Each based point (1 bps) is 1/100th of 1% or 0.0001.
2. **BPS Incentive Rate:** The total of Base BPS Incentive Rate adjusted by total SEC election BPS.
3. **Brokered Loans:** A Funded Loan closed by a third-party lender, except for Exempt Open-End Brokered Loans. The LC may only broker loans in situations in which the Company does not offer an identical or comparable product to that offered by the third-party lender or the loan has been denied under the Company guidelines, and where the third-party lender is a company-approved lender. Brokered loans that do not meet these standards will not be eligible for any sales incentives.
4. **Corporate-Sourced Loans:** Loans from any source in which the Company has a relationship that has led to a Funded Loan, except for loans that are Self-Sourced by the LC. Corporate-Sourced Loans include, but are not limited to, loans sourced through Company marketing, affinity agreements, Builder Select Community loans, employer loans from the Company or its affiliates, portfolio refinance programs, and DPLP.
5. **DPLP:** Means Digital Purchase Lead Program, a loanDepot strategic initiative that incorporates the Company's marketing spend and state of the art contact center to provide warm lead transfers to Retail LC's.

6. Early Pay-Off ("EPO") Loans: EPO Loans are defined as loans previously originated by Company that are refinanced within 180 days of the original Funding Date.
7. Employee Loans: Employee Loans are defined as loans made to any Company employee. All Employee loans are originated in accordance with the Company's Employee Loan Policy. Such loans must be transferred immediately to a designated Direct LLO for origination and will be processed, underwritten, and funded by a designated team.
8. Exempt Open-End Loan: A loan that meets the definition of open-end credit under 12 C.F.R. 1026.2(2), including an open-end home equity line of credit ("HELOC") or open-end reverse mortgage, which is not subject to the Regulation Z Loan Originator Compensation Rules under 12 C.F.R. 1026.36(d). This does not include closed-end HELOCs or reverse mortgages.
9. Funding Date: The date when the appropriate funds are drawn from the Company's warehouse lines and transmitted to the escrow agent to fund the loan.
10. Funded Loan: A funded residential mortgage loan that is originated by LC in accordance with all applicable state and federal law and regulations as well as the Company's policies and procedures. A loan is deemed funded on the Funding Date.
11. HELOC: A home equity line of credit is a loan in which the lender agrees to lend a maximum amount within an agreed period (called a term), where the collateral is the borrower's equity in his/her house.
12. Loan Originator: A licensed Direct LLO, Retail Loan Consultant, Sales Manager, Producing Branch Manager or Producing Area Manager.
13. Lock Date: The date the loan rate and pricing are confirmed as locked by the Company lock desk.
14. Measurement Period: The applicable measurement period for incentive compensation shall be the period of time beginning on the first day of the calendar month and ending on the last day of the calendar month. For purposes of calculating incentive compensation, the eligible Funded Loan population will be determined as of 11:59:59pm PST on the 2nd business day following the close of each Measurement Period.
15. Optional Corporate-Sourced Election Types: Corporate-Sourced Loans from the following optional Company relationships: Marketing Services Agreements ("MSAs"), Partner Space Agreements ("PSAs"), Builder Select Community, and the Lender Express program.
16. Originator Pending License Transfers: If the LC is not licensed and approved to originate on behalf of the Company or their NMLS Temporary Authority to originate has not been granted when loan originator activities commence, the LC is required to transfer those loans to a licensed Internal Loan Consultant ("ILC") or another licensed Retail LC if an ILC is not available.
17. Permitted Loan Transfers: To the extent permitted under applicable law and limited to the reasons set forth below, the LC may refer loans to be transferred to another LC to originate. Any loan transfer outside those defined below is not permissible and not eligible for any sales incentive. "Permitted Loan Transfers" shall include:
 - a. Licensed State Transfer: LC with an MLO license, but not licensed in the state where the property that is the subject of the loan is located may transfer the loan to another originator in the same branch or another branch within the Retail Channel that holds the appropriate state license. If there is not a licensed Retail LC in the subject property state, the loan should be transferred to a licensed Direct LLO.

- b. Extended Time Away from Office Transfer: If LC is out of the office for a permissible purpose for an extended period of time and needs another originator to assist the customer during the extended absence, the LC may transfer the loan to another originator.
- c. Product Certification Transfer: If LC is not certified or qualified to originate the product that best meets the customer's needs, the LC must transfer the loan to a designated originator.
- d. Customer Requested Transfer: The customer submits a written request to transfer their loan to another originator at the Company.
- e. Protected Builder Account: If LC receives a loan from a customer within a Protected Builder Account territory, the LC must transfer the loan to the designated Builder Account LC.
- f. Direct LLO to Retail LC: To the extent that the Direct channel cannot originate a loan, they may transfer the loan to a Retail LC.

18. PP&E: Is loanDepot's proprietary product, pricing and eligibility engine.

19. Self-Sourced Loans: Self-sourced loans are loans that the LC obtains through his or her own relationships, business sources, or marketing. Loans that are not Self-Sourced are not included in the Qualified Loan Pool.

RECEIPT & ACKNOWLEDGEMENT

I have received, reviewed, and accept the terms of this RIT. I also understand and agree that the Company may change, modify, amend or terminate this RIT at any time at its sole discretion. I understand that this RIT does not constitute a guarantee or contract of employment, and nothing in it should be construed to limit or change the at-will employment relationship between the Company and myself which may be terminated at any time, with or without cause or notice, by me or the Company.

RETAIL LOAN CONSULTANT ACKNOWLEDGES THAT HE OR SHE HAS READ THIS RIT AND THE MIP IN THEIR ENTIRETY AND UNDERSTANDS THEIR TERMS AND ACKNOWLEDGES THAT HE OR SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS OR HER CHOICE AND/OR OTHER PERSONS TO THE FULL EXTENT DESIRED BEFORE SIGNING THIS RIT. RETAIL LOAN CONSULTANT'S ACKNOWLEDGEMENT REPRESENTS THAT HE OR SHE HAS BEEN GIVEN A REASONABLE TIME TO REVIEW AND CONSIDER THE RIT AND THE MIP, AND HAS AGREED TO EACH OF THEM OF HIS OR HER OWN FREE CHOICE. IF RETAIL LOAN CONSULTANT HAS ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT RETAIL_HRTEAM@LOANDEPOT.COM

Troy Rogers

Dec 26, 2020 | 8:00 AM PST

Employee Signature

Date

Troy Rogers

Print Name



1/1/2021

Company Representative – John Bianchi

Date