



VREB LENDER CO-MARKETING AGREEMENT

This agreement ("the Agreement") is entered into effective as of _____ ("the Effective Date"), between Military Relocation Network and Realty Services, Inc., a Florida corporation and real estate brokerage company, doing business as VREB Network and _____ an authorized to engage in mortgage banking duly licensed in the state of _____ ("the Lender").

BACKGROUND

A. Whereas, VREB Network has established a benefits program for veterans who are Members with respect to their real estate transactions when they are represented by a Registered Network Agent ("the Program"); and,

B. Whereas, the Program benefits are described in the VREB Network Program Overview, which includes cooperating real estate broker commission to VREB Network for the benefit of respective Program members ("Members"). The Program is more particularly described and updated on the VREB Network website, www.VREBNetwork.com; Lender Joining information is also outlined at the VREB Network Lender Join page, www.JoinVREBLenderNetwork.com; and,

C. Whereas, the Lender desires to join the Program as a Preferred Lender for their market area in to enhance its opportunity to provide mortgage banking services to Members. To accomplish this, the Lender is agreeing herein to market the Program to enroll new Members in their market area.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Joining as a Preferred Network Lender for Market Area; Initial Fee.**

The Lender hereby joins the Program as a non-exclusive Preferred Network Lender for their market area, as designated by VREB Network, in accordance with the terms and conditions set forth below. The Lender is concurrently paying VREB Network an initial Licensing, Training and Technology fee of \$ 799 and a monthly fee of \$ 499. This entitles the Lender and a reasonable number of its loan officers that focus on VA loans, as mutually agreed upon by the parties, ("the Loan Officers"), to participate in the Program and market it in accordance with the terms and conditions herein. This fee also includes call capture costs for up to 20 agents. This Agreement is effective only for an initial one-year term and is renewable annually as then negotiated by the parties herein.

2. **Marketing of the Program by the Lender; Display of Lender on VREB Website.**

The Lender acknowledges that a significant aspect for success in being part of the Program is the marketing of the Program by the Lender and its Loan Officers to veterans in the Lender's military market area as designated by VREB Network. This includes having veterans in the market area join the Program to utilize it for their real estate transactions. VREB Network will provide Program marketing materials for use by the Lender and its Loan Officers explaining the Program and comparing it to competitor programs and VREB will display the Lender and its contact information on its national website.



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3. Dedicated Website for Lender and Loan Officers; Identification with Local Brokers.

The Lender will be provided with a dedicated Program website and personalized websites will be provided for its designated Loan Officers to identify themselves as part of the Program. VREB Network will provide Lender with a list of real estate brokerage companies and their sales agents in the Lender's military market area who are participating in the Program. A dedicated lead management dashboard will also be provided to the Lender for registration of leads with VREB Network and participating service providers. VREB Network makes no representation whether its Members will select the Lender or a participating real estate brokerage company in the Lender's military market area or the number of leads or inquiries the Lender may receive from this website or from being part of the Program. The Lender is not required to use the lead management system or website provided to Lender by VREB Network as part of the Program.

It is further acknowledged that Members may select any lender whether or not they are participating in the Program. Furthermore, the Lender acknowledges that Members may select any real estate brokerage firm or agent and may request that their agent become participants in the Program for the benefit of the Member.

4. Lender and Loan Officer Training.

The Lender shall designate a contact person for coordination with VREB Network regarding the operation of the Program. Program training will be provided online by VREB Network for the Lender's management and those Loan Officers of the Lender who intend to participate in the Program. The Lender will designate one or more managers per branch to participate in the online training. The Lender acknowledges that this training is necessary for the Lender and its Loan Officers to be able to understand and effectively market the Program to obtain prospective Members. The Program shall be marketed on the Lender's website and other Lender marketing materials which are part of the Lender's normal company level advertising. The Lender's Loan Officers may also market the Program on their own websites which are dedicated to the Lender's business as long as such marketing is in compliance with the provisions in this Agreement.

5. Lender and Loan Officer Training.

While the Lender is a participant in the Program under this Agreement, the Lender and its Loan Officers are granted a non-exclusive limited license to use the VREB Network name, logo, Membership benefits program and marketing materials to promote the Program to the public and within the Lender. This use is subject to such design and marketing standards and requirements as designated by VREB Network from time to time. This license shall automatically cease upon the termination of this Agreement unless extended in writing to allow the Lender to support the Agent's participation in the Program notwithstanding the termination of this Agreement as to the Lender. The use by the Lender a Program website provided by VREB Network shall cease upon the termination of this Agreement.



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6. Leads; Call Capture.

The Lender agrees that all real estate buyer leads that it originates for the Program are the exclusive property of VREB Network and that VREB Network will share these leads with other non-lender Program participants. VREB Network also agrees that loan leads originated by the Lender for the Program are the exclusive property of the Lender and will only be utilized by VREB Network in accordance with the Lender's participation in the Program. VREB Network will also designate the Lender as a lending choice, on a rotating basis, on the Call Capture system utilized by Program Network real estate sales agents if no lender has been designated by such agents.

7. Lender's VA Loan Fees; Program Procedures.

The Lender will provide VREB Network with the VA loan fee charges (including updates) that they charge Veterans as disclosed on the respective Loan Estimates and Closing Disclosures. The Lender and its Loan Officers shall follow the procedures of the Program. Neither the Lender nor its Loan Officers shall enter into separate agreements with Members or participating companies or the agents thereof to bypass the Program or its benefits, or for referral fee payments, in any manner, directly or indirectly.

8. Additional Service Providers; No Required Use;

The Lender acknowledges that there are real estate brokerage companies, title, moving and other service providers and Affinity Partners that participate with the Program and provide discounts or other benefits and services to its Members. The Lender may request that VREB Network consider having a service provider from the Lender's market area join the Program.

VREB Network, directly or through its website, will provide information to the Lender and its Loan Officers about these service providers and benefits and the Lender agrees to provide such information to Program Member clients. Neither the Lender, its Loan Officers nor Program Members shall be required to use such service providers.

9. Non-Responsibility of VREB Network for Acts of Lender and Service Providers.

VREB Network shall not be responsible for the acts or omissions of the Lender, or its Loan Officers that provide services to a Member, or any other persons or entities that provide services to the Member, whether part of the Program or not. The Lender on behalf of itself and its Loan Officers agrees herein to indemnify and hold harmless Veterans First, including its officers, directors, shareholders, owners, employees, from any and all claims, losses, damages and expenses, including attorney's fees, arising from or pertaining to their acts or omissions, or those of any other persons or entities, with respect to real estate transactions involving such parties which are the subject of this Agreement or the Program.



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10. Notices.

Any notice or communication required or permitted to be given by a party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the receiving party or parties as follows:

VREB Network
PO BOX 55987,
ST PETERSBURG, FLORIDA 33732-5987
The Lender

11. Termination.

This Agreement may be terminated by either party without cause upon thirty days written notice sent electronically and followed up by mail or overnight courier. A termination shall not be effective as to any Program Member's real estate transaction which is under contract or has closed as of the date of termination.

12. Confidential Business Information.

The Lender on behalf of itself and its loan officers acknowledges that the forms, procedures, Program information and other information and materials provided by VREB Network to the Lender and its loan officers, other than that which is on the public website for VREB Network, is the confidential and proprietary information of VREB Network. Such information may only be used or disclosed by the Lender and its loan officers for the purposes of the Program while the Lender and a respective loan officer is participating in the Program. All such information and any documentation or materials shall not be used or disclosed by the Lender or its loan officers upon their termination from the Program.

13. Governing Law.

The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with, the laws of the State of Florida without regard to its conflict of laws principles.

14. Mediation and Arbitration.

Any disputes between the parties arising from or pertaining to this Agreement shall be resolved by an initial mediation and then binding arbitration. Any such dispute shall be initially mediated by JAMS, if available, or, if not, then the American Arbitration Association. The Lender on behalf of itself and its Loan Officers further agrees to not be part of or to assert a class action as to any dispute arising from or pertaining to this Agreement or the Program.



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15. Counterparts.

This Agreement may be executed in counterparts by each party and each counterpart shall be deemed an original thereof.

16. Modification.

No modification or amendment of the terms of this Agreement, or any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each of the Parties.

17. Entire Agreement.

The foregoing sets forth the entire agreement among the parties, with all representations or understanding having been set forth herein or otherwise superseded.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of above date:

Military Relocation Network and Realty Services, Inc.

By: _____

Eric Criner, President/CEO

The Lender

By: _____

Name and title