

## SUPREME LENDING INSERTION ORDER LIST PURCHASING

### Order Details:

Media Company	Advertiser	Agency (if any)
Company Name: <div style="border: 1px solid black; padding: 2px;">Samantha Philips, Inc.</div>	Everett Financial, Inc. dba Supreme Lending	<div style="border: 1px solid black; padding: 2px;">N/A</div>
Address: <div style="border: 1px solid black; padding: 2px;">345 Ridgeview Trail</div>	14801 Quorum Drive, Suite 300 Dallas, TX 75254	<div style="border: 1px solid black; padding: 2px;">N/A</div>
<div style="border: 1px solid black; padding: 2px;">Atlanta, GA 30328</div>		<div style="border: 1px solid black; padding: 2px;">N/A</div>
Contact Name: <div style="border: 1px solid black; padding: 2px;">Samantha Philips</div>		
Contact Phone: <div style="border: 1px solid black; padding: 2px;">404-808-9597</div>		
Contact Email: <div style="border: 1px solid black; padding: 2px;">samanthasellsatlanta@gmail.com</div>		
Campaign Date: <div style="border: 1px solid black; padding: 2px;">4/1/2020 through 3/31/2021</div>		
Campaign Duration (Term): <div style="border: 1px solid black; padding: 2px;">12</div>		months
Total Campaign Spend: <div style="border: 1px solid black; padding: 2px;">\$52,200 (\$4350 per month)</div>		
Supreme Branch No.: <div style="border: 1px solid black; padding: 2px;">290</div>		

### Inventory:

Media Purchased	Date Range	Minimum Number of Prospects Per Month
Prospect Data -	4/1/2020 through 3/31/2021	363

### General Terms:

Prospect Data: Prospect Data shall mean names, mailing and/or email addresses (individually and collectively, "Prospect Data") of all Media Company's prospects who have met Media Company's criteria as a qualified or "nurtured" lead on the buy side, and a "nurtured" lead that Media Company has made contact with on the sell side, and who provide one or more of the above referenced Prospect Data to Media Company other than for those prospects who opt out, and subject to all other terms and conditions contained herein. The parties agree that Prospect Data shall be sold exclusively to Advertiser and to no other company, provided that Media Company shall not be prohibited from retaining such Prospect Data for its own internal use.

Use: Advertiser is permitted to send one email advertisement (or by direct mail if a valid email address is not provided) to each prospect contained in the Prospect Data promoting Advertiser's services and for no other purpose. Agency, shall use Prospect Data to fulfill its obligations to Advertiser hereunder and for no other purpose, and Agency acknowledges that it has no rights in, or ownership of, such Prospect Data.

Media Company Requirements: On a weekly basis, Media Company shall compile all Prospect Data for new prospects and shall update the Prospect Data lists by uploading all new Prospect Data to the secured portal provided by, or on behalf of, Advertiser. Media Company shall, on a weekly basis, provide Advertiser with an updated Prospect Data list containing all new prospects not included on previous list(s) provided to Advertiser.

Make Good/Reconciliation: Agency shall, at Advertiser's sole discretion and in conjunction with Advertiser, review all Prospect Data on a quarterly basis to confirm that Media Company is complying with all laws, regulations, and its obligations hereunder. Further, Agency and Advertiser will review all Prospect Data updated during the applicable quarter to confirm each entry is valid (i.e. contains a prospect's full name and at least one of the following: 1) a valid email address; or 2) a valid mailing address), and that Media Company provided Advertiser the agreed upon number of prospects per month, as detailed above.

In the event Advertiser's, and Agency's, quarterly review reveals that Media Company failed to deliver the agreed upon amount of Prospect Data for that quarter, Advertiser may, in its sole discretion: 1) require Media Company to provide a make good reconciliation during the next quarter (so that the total Prospect Data provided to Advertiser over the two quarters equals six months of required prospects per month; 2) renegotiate this IO, prospectively, consistent with the amount of Prospect Data actually provided; or 3) terminate this Agreement immediately upon written notice to both Agency and Media Company and, in such a case, Media Company shall pay Advertiser an amount equal to the amount paid to Media Company for Prospect Data not provided to Advertiser.

Media Company shall be under no obligation to provide any more Prospect Data in a monthly period than agreed upon. If Media Company chooses to provide additional Prospect Data, it shall not receive additional compensation for such Prospect Data, but the entire Prospect Data lists provided to Advertiser during each applicable quarter will be considered during the quarterly reconciliation conducted by Advertiser and Agency.

Payment: Advertiser will pay Media Company on a monthly basis, in arrears on or about the 15<sup>th</sup> day of the following month. In no event shall Advertiser pay for any leads not received.

Termination: Either party may terminate this Agreement for convenience at any time by giving at least thirty (30) days' written notice to the other party.

**Media Company:**

**Everett Financial, Inc. d/b/a Supreme Lending**

Sign: Samantha Phillips

Sign: AJ

Name: Samantha Phillips

Name: Rick Hogle

Title: Team Leader

Title: CSO

Date: 05/14/2020

Date: 05/14/2020

**Agency:**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The terms of this Insertion Order ("IO") not detailed on pages 1 and 2 are set forth below. Unless otherwise defined, all references to Media Company shall be to the party providing the advertising service and Advertiser shall refer to Everett Financial, Inc. dba Supreme Lending, and Agency is the party identified as such on page 1.

1. Revisions: Revisions to the IO shall occur no more often than every six (6) months or as otherwise provided for herein. Upon request for a revision by either party, Media Company, Agency, and Advertiser agree that any revisions will be based upon an updated independent valuation of the inventory. Upon receipt of the updated valuation, the parties will revise the IO based upon the updated valuation and may or may not change the quantity of Media Inventory.

2. Cancellation and Termination.

a. Without Cause. Any party hereto may terminate this IO at any time by providing thirty (30) days written notice to the other party. Any Termination notice shall include a date at least 30 days after the date of the notice on which the IO will be terminated ("Termination Date").

b. For Cause. Any party hereto may terminate this IO for cause by providing written notice to the other party. Such termination shall be effective immediately on the date of the written notice, which notice shall identify the reason for the termination. For the purposes of this Section, cause shall be defined as any one or more of the following: (i) Media Company's failure to provide a report or update as requested or otherwise set forth in the IO; (ii) Advertiser's failure to make a monthly payment within 30 days of receipt of the applicable Report; or (iii) any breach of this IO.

Upon termination, Media Company shall cease the use of any of Advertiser's marks, logo(s) or other intellectual property. Advertiser shall remain liable for Inventory provided through the Termination Date, as verified by applicable Report(s).

**3. NO REFERRAL. THE PARTIES AGREE THAT THIS IO IS ENTERED INTO FOR THE ADVERTISING DESCRIBED HEREIN AND FOR NO OTHER PURPOSE. THERE IS NO EXPRESS OR IMPLIED EXPECTATION THAT EITHER PARTY WILL REFER BUSINESS OR SETTLEMENT SERVICES TO THE OTHER PARTY AND THE PARTIES UNDERSTAND THEY HAVE NO OBLIGATION TO PROVIDE ANY SUCH REFERRALS. IN NO EVENT WILL AMOUNTS PAID FOR THIS CAMPAIGN BE TIED IN ANY MANNER**

**TO THE EXISTENCE OR NUMBER OR VALUE OF REFERRALS BETWEEN THE PARTIES.**

4. Representations.

a. Compliance with Laws. All parties hereto agree that it will comply with all federal, state, and local laws, rules, regulations, and guidelines applicable to that party, including, but not limited to, all federal consumer financial law as defined in Title X of the Dodd-Frank Act, including but not limited to the Real Estate Settlement Procedures Act and its implementing regulations, the provisions of the Gramm-Leach-Bliley Act that protect "non-public personal information" and other applicable laws, rules, regulations, and guidelines, as the same may be amended, modified, or supplemented from time to time.

b. Authorization to Provide Information. Media Company represents and warrants to Advertiser that it has the authority to transmit any and all consumer information or Prospect Data provided to Advertiser pursuant to this IO and that Media Company has advised the consumers that it may share such consumer information with other companies for the purposes of advertising.

c. Each time Media Company sells Prospect Data to Advertiser, Media Company represents and warrants to Advertiser that it has the requisite permission to provide such Prospect Data.

d. Authority. All parties hereto represent that it is a corporation, limited liability company, partnership, or other entity duly authorized and validly existing under the laws of the state of its incorporation and has the full authority and power to enter into this IO and perform its obligations hereunder. Media Company represents and warrants to Advertiser that it shall maintain any and all licenses, permits, or permissions required to engage in the activities contemplated by this Agreement, including licenses to sell leads to Advertiser, if contemplated herein, where required. Each party further represents that, the execution, delivery, and performance of this IO has been authorized by all necessary action and this IO is a valid and legally binding agreement enforceable against it in accordance with its terms.

5. Indemnity: Media Company agrees to indemnify, defend and hold harmless the Advertiser, and its subsidiaries, affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, regulatory actions, damages, injuries or

expenses (including reasonable attorneys' fees and court costs), arising out of a breach of any of its representations or warranties or obligations herein, any third party liability due to infringement, any breach or corruption of Advertiser's data, Prospect Data sold to Advertiser under this Agreement, or Advertiser's confidential or proprietary information, or any negligent acts or omissions or willful misconduct in its performance under this Agreement. Advertiser shall promptly notify the Media Company of the existence of such claim and shall give the Media Company reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. Advertiser shall cooperate with the Media Company and shall at all times have the right to fully participate in, but not control, such defense with its own counsel and at its own expense.

6. Confidentiality. The parties acknowledge and agree the existence and terms of this IO, as well as any information transmitted pursuant to it, are strictly confidential. No party hereto will provide any such information to a third party without the express written consent of the other parties. In the event a party receives a subpoena or is otherwise ordered by a court or regulatory agency with jurisdiction, it may produce information requested provided that such party notifies the other parties (unless prohibited from doing so) so as to allow such parties to challenge the request and/or seek a protective order. In any response to such request, the producing party shall restrict its production to the documents necessary to comply with the court or regulatory order and not expand the scope of such production.

7. Independent Contractors. Agency, Media Company and Advertiser are independent contractors and no party shall represent itself to be an agent, employee or joint venturer of the other parties, nor shall any party have or represent itself to have any power or authority to act for, bind or commit the other parties. However, Media Company shall notify consumers, in writing, of the fact that Advertiser purchases media from the Media Company, by marking all such media with the term "Advertisement" or otherwise through written disclosure. The Agency named on page 1 is only an agent for Advertiser and only related to the media inventory provided hereunder.

8. Expenses. Media Company shall be solely responsible for any and all day-to-day costs and expenses incurred in performance of its obligations hereunder, and Advertiser shall not be responsible for any amounts except as expressly set forth herein.

9. Governing Law, Venue, Attorney Fees. All IOs will be governed by the laws of the State of Texas, without regard to the conflicts of law provisions therein and all claims, legal proceedings or litigation arising in connection with the IO will be resolved through final and binding arbitration administered by and in accordance with the then-existing Rules of Practice and Procedure of the American Arbitration Association (AAA) or its successor entity, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

Any such arbitration shall take place in Dallas, Texas. Any claim not subject to arbitration shall be brought solely in the state and federal courts sitting in Dallas, Texas. In the event of any arbitration or litigation, the prevailing party shall be entitled to its costs, including reasonable attorney's fees, incurred in such action.

10. Entire Agreement. This IO constitutes the entire agreement between the parties with respect to the good and/or services detailed herein, and supersedes all prior negotiations and agreements with respect to such media.

11. Severability. If any provision of this IO should be invalid, illegal or in conflict with any applicable state or federal law or regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remaining provisions of this IO. Further, should any provisions of this IO be invalid, a court or tribunal of competent jurisdiction will have the power to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

12. Notice. All demands, notices and communications hereunder shall be in writing (which may be delivered by electronic transmission to the e-mail address(es) above, along with a hard copy and shall be deemed delivered upon receipt by the party to which it is sent. Any demand, notice or communication not delivered via electronic transmission shall be delivered in person, via a private courier service, sent via overnight delivery with tracking through a nationally recognized carrier, or deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, at the address(es) set forth on Page 1, unless changed by written notice to the other party(s).

13. Waiver. No waiver of any provision of this IO shall be deemed a waiver of any other provision, nor shall any waiver constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

14. No Third Party Rights; Assignment. Nothing contained in this IO is intended to confer any right or remedy on any person or entity other than the parties hereto (including the Agency identified above, if applicable) and their respective successors and permitted assigns. No action may be brought against any party hereto by any third party claiming as a third party beneficiary to this IO. This IO shall not be assigned by any party without the express written consent of the other parties, which consent shall not be unreasonably withheld.