

**SUPREME LENDING INSERTION ORDER
LIST PURCHASING**

Order Details:

Media Company	Advertiser	Agency (if any)
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Company Name:

Realty First Atlanta, LLC dba Keller Williams First Atlanta

 Everett Financial, Inc. dba Supreme Lending

Address:

200 Glenridge Point Pkwy, Suite 100
Atlanta, GA 30342

 14801 Quorum Drive, Suite 300
Dallas, TX 75254

Contact Name:

John Mark Woodward

Contact Phone:

(404) 531-5700

Contact Email:

johnmark@kw.com

Campaign Date:

8/1/2021 - 2/28/2022

Campaign Duration (Term):

7

 months

Total Campaign Spend:

\$56,000(\$8,000)

Supreme Branch No.:

290

Inventory:

Media Purchased	Date Range	Minimum Number of Customers Per Month
Realty First Atlanta, LLC - Prospect Data	8/1/21-2/28/22	200

General Terms:

Customer Lists: Customer Lists shall mean names, mailing addresses and email addresses (individually and collectively, "Customer Data") of all Media Company's customers entering into a Buyer's or Seller's Agreement with Media Company other than for those customers who opt out, and subject to all other terms and conditions contained herein.

Use: Advertiser will send one email advertisement (or direct mail if a valid email address is not provided) to each customer on the Customer List(s) promoting Advertiser's services and for no other purpose. Agency, if any, will use the Customer 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 Customer Data.

Media Company Requirements: On a weekly basis, Media Company shall compile all Customer Data for new customers and shall update the Customer List by uploading all new Customer Data to the secured portal provided

by, or on behalf of, Advertiser pursuant to direction given by Advertiser. Media Company must upload Customer Data for all customers on the Customer List that were not on such list as of the last upload.


Make Good/Reconciliation: Advertiser will review all Customer Lists on a quarterly basis to confirm that Media Company is complying with its obligations hereunder. Specifically, Advertiser or its agents will review all Customer Lists updated during the applicable quarter to confirm each entry is valid (i.e. contains a full name and at least 1) a valid email address; or 2) a valid mailing address), and that Media Company provided Customer Data for the contracted for number of customers per month, as detailed above.

In the event Advertiser's quarterly review reveals that Media Company delivered Customer Lists with less than 66% of the contracted for monthly customers more than once per quarter and/or the total Customer Data provided in a given quarter does not meet the contracted for amount for that quarter, Advertiser may 1) require Media Company to provide a make good during the next quarter (so that the total Customer Data provided over the two quarters equals six months of required customers per month; 2) renegotiate this IO, prospectively, consistent with the amount of Customer Data actually provided; or 3) terminate this Agreement immediately upon written notice.

Media Company shall be under no obligation to provide any more Customer Data in a monthly period than contracted for. If Media Company chooses to provide additional Customer Data, it will not receive additional compensation for such Customer Data, but the entire Customer List(s) provided during each applicable quarter will be considered during the quarterly reconciliation conducted by Advertiser.

Payment: Subject to the terms of the Make Good/Reconciliation provision above, payment will be made to Media Company on a monthly basis, in arrears on/about the 15th of the month.

Media Company:

Sign: 

Name: John Mark Woodard

Title: Team Leader

Date: 07/20/2021

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

Sign: 

Name: Patrick Flood

Title: Regional Operating Partner

Date: 07/16/2021

The terms of this Insertion Order ("IO") not detailed on page 1 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. Upon request for a revision by either party, Media Company 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. Either Media Company or Advertiser 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. Either Media Company or Advertiser 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 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 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. Each party agrees 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 provided to Advertiser pursuant to this IO and that Media Company has advised the consumers that it may share certain limited consumer information with other companies for the purposes of advertising.

c. Authority. Each party represents 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. 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. Confidentiality. The parties each acknowledge and agree the existence and terms of this IO, as well as any information transmitted pursuant to it, are strictly confidential. Neither party 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.

6. Independent Contractors. Media Company and Advertiser are independent contractors and neither party shall represent itself to be an agent, employee or joint venture of the other party, nor shall either party have or represent itself to have any power or authority to act for, bind or commit the other party. 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, if applicable, is only an agent for Advertiser and only related to the media inventory provided hereunder.

7. 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.

8. 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.

9) Entire Agreement. This IO constitutes the entire agreement between the parties with respect to the Media inventory detailed herein, and supersedes all

prior negotiations and agreements with respect to such media.

10) 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.

11) 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).

12) 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.

13) 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.