

MBA's National Mortgage Servicing Conference & Expo 2018

February 6–9

Gaylord Texan Hotel and Conference Center

Dallas, TX

Servicing Sponsorship Packages

All sponsorships include:

- Sponsor logo in program
- Sponsor logo / signage prominently displayed onsite
- Sponsor listing and logo on the Conference web site
- Sponsor logo in Conference advance marketing communications
- Sponsor logo in MBA periodicals and trade press ads
- Priority opportunity for meeting room and exhibit space assignments*
- Email delivery of attendee mailing lists, pre- and post-event
- Full promotional rights to Conference logos and trademarks

*Bronze sponsors and above — while space is available. Meeting room and exhibit space requests are subject to additional production charges, based on space size and use.

Sponsor Level	Benefits	Opportunities
Diamond Sponsorship	<ul style="list-style-type: none"> • High-rotation banner ad on Conference web site • Large-format signage onsite • Full-page display ad in program • 5 comp sponsor registrations 	<ul style="list-style-type: none"> • Keynote Speaker (SOLD) • Conference Credentials (SOLD) • Opening Reception in THE HUB (Wednesday) (Available) • Conference Hotel Keys (SOLD) • Meeting Spot in THE HUB (Available)
Platinum Sponsorship	<ul style="list-style-type: none"> • High-rotation banner ad on Conference web site • Large-format signage onsite • Full-page display ad in program • 4 comp sponsor registrations 	<ul style="list-style-type: none"> • Session Tracks (SOLD) • Networking Luncheon in THE HUB (Wednesday) (Available) • Welcoming Reception in THE HUB (Tuesday) SOLD • THE HOT SPOT in THE HUB (SOLD) • Conference Information Desks/Directional (Available) • Conference Bags (SOLD) • Conference Pens (SOLD) • Servicers-Only Roundtable (Tuesday) (Available) • Economic Outlook General Session (SOLD)
Gold Sponsorship	<ul style="list-style-type: none"> • High-rotation banner ad on Conference web site • Large-format signage onsite 	<ul style="list-style-type: none"> ▪ Wednesday Continental Breakfast (Available)

	<ul style="list-style-type: none"> • Full-page display ad in program • 3 comp sponsor registrations 	<ul style="list-style-type: none"> ▪ Networking Luncheon in THE HUB (Thursday) (Available) ▪ All Day Coffee Spot in the HUB (Thursday Available) • Conference Notebooks (with exclusive back cover ad) (SOLD) ▪ Conference Notepads (SOLD) ▪ Women's Networking Event (SOLD) ▪ Cell Phone Charging Stations (SOLD) ▪ General Session (Wednesday) (SOLD) • Mobile App (SOLD) ▪ Luggage Tags (SOLD) ▪ Conference <i>Daily Highlights</i> E-mails (SOLD)
Silver Sponsorship	<ul style="list-style-type: none"> • 3 comp sponsor registrations 	<ul style="list-style-type: none"> • Daily Refreshment Breaks in THE HUB (1 Available: Friday) • Continental Breakfast (1 Available: Friday)
Bronze Sponsorship	<ul style="list-style-type: none"> • 2 comp sponsor registrations 	<ul style="list-style-type: none"> ▪ Flyer insert in the Conference portfolio
Host Sponsorship	<ul style="list-style-type: none"> • 2 comp sponsor registrations 	N/A

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Sponsorship Level	Base Price*	Opportunity
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<input type="checkbox"/> Diamond Sponsorship	\$41,500	
<input type="checkbox"/> Platinum Sponsorship	\$29,500	
<input type="checkbox"/> Gold Sponsorship	\$25,000	
<input type="checkbox"/> Silver Sponsorship	\$18,000	
<input type="checkbox"/> Bronze Sponsorship	\$15,000	
<input type="checkbox"/> Host Sponsorship	\$13,000	

* Pricing shown is for MBA member firms; a 50% surcharge applies for non-members.

Individual Information Person handling conference logistics.

Mr. Ms. Mrs.

 Name Email Address (please provide to receive confirmations via email)

Company Information For use in online sponsor listing.

 Company Name Company Address

 City State Zip Business Phone

 Web site

Payment Method See *Ways to Submit Your Payment* below.

Check (Make payable to **Mortgage Bankers Association**)

Credit Card: American Express MasterCard VISA Discover

 Credit Card Number Expiration Date Amount of Charge

 Name as it Appears on Card

 Billing Address (If different from above)

 Signature Date

Ways to Submit Your Payment submit your completed application with payment information via.

Fax (Credit card)
 (202) 621-1591

Mail
 Mortgage Bankers Association
 PO Box 791419

Express Mail (Overnight)
 Mortgage Bankers Association
 Attn: Lockbox Number 791419
 1000 Stewart Ave
 Glen Burnie, MD 21061

Scan and email (Credit card)
 knewell@mba.org

NOTE: All sponsorship requests will be released on a first-come, first-served basis. For more information on MBA's National Mortgage Servicing Conference & Expo 2018 sponsorships, please visit mba.org/sponsors or call **(202) 557-2791**.

Contract Information

Sponsorship agreements are final and non-refundable when confirmed in writing by MBA. By submitting this application, Sponsor agrees to the terms set forth above and on the following pages.

Sponsor's Contract

A. Scope. This agreement relates to the conference presented by the Mortgage Bankers Association ("MBA") as identified in the companion Sponsorship Program and Application ("Application"). The completed Application incorporates by reference all of the terms of this master contract. In submitting a signed Application, Sponsor agrees to the terms set forth in this Contract. The term "Contract," as used herein, refers to the terms set forth in this Sponsor's Contract. "Event" refers to the referenced MBA conference. "Sponsor" is an entity whose Application has been accepted by MBA. Subject to the availability of sponsorships at the level selected, the Application for Sponsorship for a particular Event becomes a binding contract upon MBA's issuance of a confirmation notice after receiving a fully completed Application and good funds in the amount owed.

B. Objectives of MBA Events. MBA's primary objective for each Event is to provide a unique educational framework for the dissemination of the newest ideas in the real estate finance industry. This objective is accomplished through the assembly of leaders from either a broad or targeted range of industry participants and the presentation of program activities to facilitate the exchange of information directed at solving needs related to the financing of either commercial or residential real estate, or both.

C. Terms of Sponsorship.

i) Sponsor agrees to sponsor the Event and to make a contribution in the amount and in the manner specified in the Application for the Sponsorship level selected by Sponsor. It is understood and agreed that Sponsor's sponsorship of the Event is not contingent upon any specific attendance levels or other manner of participation by MBA members and non-members at the Event. The payment schedule for the sponsorship contribution is set forth in the Application. To the extent that any portion of a payment under this Section 1(a) would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of the payment and the other portion of such payment shall be deemed and treated as separate payments.

ii) During the term of this Contract, MBA hereby agrees to identify and acknowledge Sponsor as a sponsor of the Event at the level identified on the Application. Such identification and acknowledgment may include displaying Sponsor's corporate logo and certain other identifying information [as

permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code of 1986 (the "Code") and the Treasury regulations thereunder] on the MBA Event Website in connection with the Event, and on other appropriate promotional media and materials in connection with the Event, as set forth in the Application.

iii) For those sponsorship levels that include priority opportunity for meeting room and/or exhibit space assignments, as stated in the Application, MBA will process meeting room and exhibit space requests on a first come/first served and space-available basis. Availability will be limited. In addition, meeting room and exhibit space requests will be subject to additional production charges, based on space size and use.

D. Name and Logo Usage.

i) Sponsor hereby grants MBA a limited, non-exclusive, revocable license to use Sponsor's name, acronym, and logo during the term of this Contract for the purpose of identifying and acknowledging Sponsor's sponsorship of the Event. The placement, form, content, appearance, and all other aspects of such identification and acknowledgement shall be determined by MBA in its sole discretion, which determination shall not be unreasonable. Notwithstanding the foregoing, MBA will make commercially reasonable efforts to confer with Sponsor before making its decision(s).

ii) On or before applicable deadlines, Sponsor shall provide to MBA all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the Event.

iii) MBA hereby grants to Sponsor a limited, non-exclusive, revocable license to use MBA's name, acronym, and logo during the term of this Contract for the purpose of promoting Sponsor's sponsorship of the Event.

iv) A party's name, acronym, logos and other trademarks ("Marks") are and will remain its property. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any rights in the Marks, nor revise or alter the Marks in any way. The Marks must be displayed in the same form (and colors) as provided by each party.

E. Event Website Hyperlink. During the term of this Contract, Sponsor shall be permitted to maintain an Internet hyperlink on

the MBA Event website. In connection with such hyperlink, Sponsor agrees and acknowledges that MBA does not endorse, approve, certify, or control Sponsor's website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference on the Sponsor website to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by MBA. MBA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. Sponsor agrees to display a commercially reasonable privacy policy and to employ commercially reasonable security on its website.

F. Event Mailing List. MBA grants to Sponsor a non-exclusive, non-transferable, revocable limited license to use only once the Event attendee mailing list ("Mailing List"). Sponsor acknowledges and agrees that the Mailing List shall remain the sole property of MBA. Sponsor further agrees that it will contact the names on the mailing list only once and it will not disclose, directly or indirectly, the list source. Sponsor will not copy, disclose, distribute (including to Sponsor's affiliates), lease, sublicense, enter into a computer database for future use, modify or use the Mailing List in creating a derivative work, use it for other mass mailings, or use or transfer it in any other form or manner, electronic or otherwise. To prevent the improper use of the Mailing List, it is understood and agreed that the usage of the Mailing List may be monitored by a combination of one or more methods of security (such as address seeding), to which Sponsor agrees. Use of the list other than as described in this paragraph may disqualify Sponsor from future sponsorship opportunities and may subject Sponsor to additional usage charges. **MBA MAKES NO WARRANTIES AS TO THE CONTENTS OF THE LIST, INCLUDING ITS ACCURACY OR COMPLETENESS.**

G. Cancellation and Force Majeure.

i) Sponsor specifically recognizes that MBA will be harmed if Sponsor cancels its sponsorship at any time after this Contract goes into effect. Should Sponsor cancel participation at anytime (except as permitted in Section H (i)(b) due to MBA's material breach) or fail to make any payment that becomes due, Sponsor forfeits all monies

paid and all right to sponsorship benefits. Upon MBA's cancellation of the Event for any reason, the liability of MBA shall be limited to a refund of fees paid by Sponsor. In the event of any cancellation, all rights, duties, liabilities, and obligations hereunder shall terminate.

ii) Neither MBA nor Sponsor shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, act of terrorism, or other violence, or any law, order or requirement of any governmental agency or authority provided that the party experiencing the delay works diligently to overcome the cause of the delay as expeditiously as possible.

H. General Terms and Conditions.

i) The following shall govern term and termination of this Contract:

a. This Contract shall commence as specified in Section A above and will terminate at the conclusion of the parties' obligations pertaining to the Event.

b. In the event either party commits a material breach of any provision contained herein, which remains uncured after thirty (30) days written notice specifying the breach, the non-breaching party may terminate this Contract. Upon expiration or termination of this Contract each party agrees to return any intellectual property provided by the other party and discontinue use of the other party's intellectual property. In the event this Contract is terminated for material breach of a party following the commencement of the Sponsorship activities, the parties agree to nonetheless cooperate to the extent necessary to avoid interruption of the Event which may include continued use of Sponsor's name in printed materials related to the Event. Such cooperation shall not be construed or operate to waive any claim or defense a party may have.

c. In addition, Sponsor may terminate this Contract upon written notice to MBA if it determines that (i) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Sponsor's performance of any part of the Contract illegal or otherwise unlawful or in conflict with

independence or professional rules; or (ii) circumstances change (including, without limitation, changes in ownership of MBA or any of its affiliates) such that Sponsor's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules or (iii) if, in the professional judgment of those partners responsible for the oversight of independence for Sponsor and its subsidiaries, such termination is necessary to avoid impairing or appearing to impair the independence of Sponsor, any of its affiliates, or other member firms of Sponsor, and their respective affiliates, with respect to the provision of attest services to any client or potential client in accordance with applicable laws, regulations or professional standards, including, without limitation, the professional standards of the American Institute of Certified Public Accountants and the rules promulgated by the Securities and Exchange Commission to implement the Sarbanes-Oxley Act of 2002.

ii) Sponsor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save harmless MBA, and the Event facility, its officers; directors; owners; and affiliated companies; and all employees and agents of all of them (collectively, 'Indemnitees') against any personal injury to Sponsor or its officers, agents, employees or guests, or to any other person in attendance at the Event. In addition, Sponsor agrees to indemnify and hold harmless the Indemnitees from any and all claims, damages, losses or exchanges, however incurred, and including reasonable attorneys' fees and costs, arising from any claim resulting, in whole or in part, from (a) Sponsor's breach of this Contract; (b) the negligent or willful act or omission by Sponsor or any of its employees, agents, vendors, contractors, or subcontractors in connection with the use of the Mailing List; (c) MBA's publication of Sponsor's Marks pursuant to this Contract; and (d) the contents or subject matter of Sponsor's website linked to the MBA Event website. Sponsor specifically warrants that it owns and has all rights to the Marks licensed hereunder.

iii) Sponsor shall, at its sole expense, carry and keep in full force and effect at all times during the term of this Contract appropriate levels of insurance applicable to its activities under this Contract. Sponsor acknowledges that MBA does not maintain insurance covering Sponsor's property, and that it is the sole responsibility of Sponsor to maintain appropriate insurance covering losses by Sponsor relative to its property.

iv) **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, WHETHER IN AN ACTION IN CONTRACT OR TORT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

v) **MBA MAKES NO REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR A COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, SPONSOR ACKNOWLEDGES THAT THE MBA EVENT WEBSITE IS OPERATED ON AN "AS IS" BASIS, MBA MAKES NO WARRANTY THAT ITS SITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.**

vi) Sponsor shall comply with all Federal, state and local laws and MBA has no responsibility for Sponsor compliance with applicable laws.

vii) It is not the intention of Sponsor or MBA that the parties exchange any confidential information during the term of this Contract. However, should either party decide to share such information in its performance of this Contract, it shall so notify the other party, and if such party has no objection to receiving the information, the following terms will apply:

a. The parties agree that, during and after the term of this Agreement, neither party shall, directly or indirectly, without the express written consent of the non-disclosing party, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of the other party. The parties acknowledge that any Confidential Information that has been disclosed to the Non-Disclosing Party by the Disclosing Party (both terms as hereinafter defined) has been disclosed solely for the performance of its duties hereunder. The parties agree that all Confidential Information is the exclusive property of the Disclosing Party. If either party is served with any form of process to obtain any Confidential Information, the party served shall, to the extent permitted by applicable law, immediately notify the other party who

shall, in addition to the efforts of the party served, if any, have the right to seek to quash such process.

b. The term "Confidential Information" shall include, without limitation, information disclosed or provided by one party (the "Disclosing Party") to the other party (the "Non-Disclosing Party") which that Disclosing Party has designated as confidential; the names, addresses, and telephone numbers of all customers and members, and any other personally identifiable information or any other information relating to any customers and members, and all lists or other records containing any such information; and all financial, technical, business, credit, all financial and business information relating to either party, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections and all commission structures and statements; all technical information relating to either party, including, without limitation, all implemented or planned product and service improvements or changes; and all other information relating to the operations of either party which was disclosed or provided to the other Non-Disclosing Party or became known to the Non-Disclosing Party through its relationship with the Disclosing Party; and all other information known about the Disclosing Party by the Non-Disclosing Party not generally known to the public. The confidentiality provisions under this section shall survive the termination or expiration of this Agreement.

viii) This Contract and the rights granted to Sponsor hereunder are non-exclusive and, among other things, MBA reserves the absolute right to enter into similar agreements with third parties related to additional sponsorship opportunities for the Event.

ix) This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, D.C., which shall be the exclusive venue for any disputes relating to this Contract.

x) MBA shall have full power in the interpretation and enforcement of the terms and conditions contained in this Contract, and the power to make, from time to time,

such reasonable amendments thereto and to set such further terms and conditions as it shall consider necessary for the proper conduct of the Event, provided, such new terms and conditions do not materially alter or diminish the contractual rights of Sponsor. The failure of MBA to enforce a term or condition of this Contract in one instance shall not be construed to limit MBA's right to enforce the term or condition in any other instance. Neither shall it be construed to affect a waiver of any other term or condition of this Contract.

xi) Sponsor shall not assign or delegate Sponsor's rights or obligations under this Contract without MBA's prior written consent.

xii) This Contract may be amended or modified at anytime by a writing executed by both of the parties hereto.

xiii) All provisions of this Contract are severable. If any provision or portion hereof is determined to be unenforceable in

arbitration or by a court of competent jurisdiction, then the remaining portion of the agreement shall remain in full force and effect.

xiv) All rights and remedies herein are cumulative and in addition to any and all other rights and remedies available at law or in equity.

xv) The representations, warranties, limitation of liability, confidentiality, accrued payment obligations, and indemnities set forth in this Contract shall survive the expiration or other termination hereof.

xvi) This Contract constitutes the sole agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements and understandings between the parties with respect to such subject matter. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.