

BINDING AGREEMENT

Pursuant to this binding agreement, _____ (Advertiser) agrees to make advance payment to Real Presentations for Advertising on RealMarCom.com according to Terms defined below.

TERMS

Price and Specifications

RealMarCom.com	Impressions			Specifications		
	1,000	5,000	10,000	Dimensions	Format	Animation
<input type="checkbox"/> Full Banner	<input type="checkbox"/> 590	<input type="checkbox"/> 2,655	<input type="checkbox"/> 4,779	468 X 60	72 DPI GIF	OK
<input type="checkbox"/> Half Banner	<input type="checkbox"/> 490	<input type="checkbox"/> 2,205	<input type="checkbox"/> 3,969	234 X 60	72 DPI GIF	OK
<input type="checkbox"/> Block	<input type="checkbox"/> 390	<input type="checkbox"/> 1,755	<input type="checkbox"/> 3,159	130 X 120	72 DPI GIF	OK

Mortgage Origination Marketing e-Newsletter	Issues			Specifications		
	1	3	6	Dimensions	Format	Animation
<input type="checkbox"/> Text Block	<input type="checkbox"/> 335	<input type="checkbox"/> 900	<input type="checkbox"/> 1,600	130 X 120	Text	NO
<input type="checkbox"/> Advertorial	<input type="checkbox"/> 1,200	<input type="checkbox"/> 3,240	<input type="checkbox"/> 6,480	800 Words	Text	NO

<input type="checkbox"/>	Agency					
<input checked="" type="checkbox"/>	Setup	<input type="checkbox"/> 080	<input type="checkbox"/> 080	<input type="checkbox"/> 080		
	Total					

Start Date:	RealMarCom.com	Mortgage Origination Marketer

Payment

- 50% up-front payment required for advertisements to begin running; balance due within 30 days of invoicing
- \$80 setup fee for all ads; Setup fees are not commissionable.
- RealMarCom.com reserves the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed.

Agency Commission and Cash Discount

- 15% agency discount available if entire balance is paid within 30 days of invoicing.
- RealMarCom.com reserves the right to hold both advertiser and agency jointly and severally liable for any amount due and payable to RealMarCom.com.

Creative services

- If needed, creative services will be billed separately; Creative services are not commissionable.
- Marketing communications services are not commissionable

Shipping

- Traditional option:** Mail creative on CD with signed contract and payment to: Real Presentations, PO Box 2541, Aptos, CA 95003
- Digital option:** Email creative to brentad@realmarcom.com and make payment by credit card online at <http://www.realmarcom.com>; select "Make a Payment" and follow directions. Fax signed contract to 831 688-9530.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING

REALMARCOM.COM reserves the right to refuse any advertisement that does not completely conform to every detail, instruction, method, and guideline set in the Technical Specifications which can be found on the RealMarCom.com Web Site. RealMarCom.com reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced online. RealMarCom.com does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which RealMarCom.com shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by RealMarCom.com immediately if Advertiser fails

to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, RealMarCom.com may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate.

USAGE STATISTICS

RealMarCom.com makes no guarantee of any level of traffic at any given time. RealMarCom.com shall not be held liable for any claims as they relate to published or unpublished usage statistics. RealMarCom.com is not required to provide advertisers with usage statistics.

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with RealMarCom.com's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by RealMarCom.com for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify RealMarCom.com and to hold RealMarCom.com harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by RealMarCom.com, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that RealMarCom.com be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

LIMITATION ON DAMAGES:

IN NO EVENT WILL RealMarCom.com BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT RealMarCom.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ASSIGNMENT

Advertiser may not assign this agreement, in whole or in part, without RealMarCom.com's written consent. Any attempt to assign this Agreement without such consent will be null and void.

ENTIRE AGREEMENT

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by RealMarCom.com's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

ADVERTISER or ADVERTISER AGENCY

Contact	
Contact Name	
Contact Company	
Contact Phone	
Contact Fax	

Contact Email	
URL LINK	
Billing	
Billing Name	
Billing Company	
Billing Phone	
Billing Fax	
Billing Email	

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Authorized Advertiser Signature

Date

Print Name:

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Real Presentations Signature

Date

Print Name:

Return completed and signed agreement with payment and artwork using one of the following options:

- Traditional option:** Mail creative on CD with signed contract and payment to:
Real Presentations, PO Box 2541, Aptos, CA 95001
- Digital option:** Email creative to [brentduncan\[at\]realmarcom.com](mailto:brentduncan@realmarcom.com) and make payment by credit card online at <http://www.realmarcom.com>: select "Make a Payment" and follow directions. Fax signed contract to 831 688-9530.

Addendum: Advertising Specifications

GIF, or TEXT Animated GIFS are OK, but limited to 4 animation loops; no perpetual loops allowed. Text: Blocks allow for 20 – 30 words in 10 point type.	FULL BANNER 468 X 60 pixels
	HALF BANNER 234 X 60
	BLOCK 130 X 120 pixels

Advertising Opportunities

Following is the typical layout of a RealMarCom.com page showing advertising opportunities within editorial and navigation blocks. This is an approximation only. Placement is not guaranteed. Banner advertisements may be rotated unless advertiser purchases exclusive placement.

RealMarCom.com (website)

Mortgage Origination Marketer (e-newsletter)

Logo		Full Banner		Logo	Intro	
Menu	2 nd level Menu			Menu	Editorial	
	Editorial		3 rd level menu			
Block			Block	Block		
Block			Block			
Block			Block			
Block	Half Banner	Half Banner	Block	Block	Half Banner	Half Banner