

VENDOR SERVICE CONTRACT

This agreement is made between National Loan Closers, Inc. and or any of its affiliates whether they are directly associated as business partners or as third party vendors that use the National Loan Closer/ My Closing Tracker website or software for locating and scheduling assignments, located at 9891 Montgomery Road Ste# 236 Cincinnati, OH 45242 herein after referred to as 1st Party and the undersigned, (hereinafter referred to as "Vendor"). In consideration of the mutual promises, contained herein, the parties agree as follows:

I. Services

On each individual signing assigned by Vendor to 1st Party, Vendor shall provide 1st Party with the required loan documents and instructions via electronic delivery, courier, or overnight delivery. 1st Party is hereby retained as an independent contractor for the purpose of monitoring completion and execution of the loan documents by all parties to the transaction and witnessing and/or notarizing signatures on the loan documents as required. 1st Party shall comply with any or all instructions provided by lender and/or Vendor. Following the signing, 1st Party shall forward all documents required by the lender and/or Vendor in the manner specified by Vendor for approval and return the completed loan package to the lender and/or Vendor, as specified in the instructions, within the specified time frame set forth in the instructions.

1st Party recognizes that its timely performance of services is essential to the continued, efficient operations of 1st Party Vendor's business. 1st Party warrants that it will not respond or take an order to perform services hereunder unless 1st Party can perform the required services in the time frame specified by Vendor. 1st Party is required to remain in contact with Vendor regarding the status of each active job order assigned to 1st Party.

III. Courier/Overnight Delivery Charges

Payment of all courier and overnight charges shall be the responsibility of Vendor and/or the lender. However, any courier or overnight delivery charges resulting from the 1st Party's negligence in performing services under this Agreement shall be paid by the 1st Party.

V. Payment of Services Rendered

Vendor agrees to pay the agreed fee of 1st Party at the time of funding the loan. Vendor agrees that all invoices not paid on the HUD-1, settlement statement or paid out at funding must be paid within 30 days of the date of services provided. Vendor has the right or choice to ensure that 1st Party is listed on the HUD-1 or settlement statement. If Owner/Principle of the Vendor chooses not to list 1st Party on the HUD-1 or settlement statement and does not pay invoices within 30 days of services provided, all outstanding invoices 31 days and over, will be personally guaranteed by the Vendor's Owner/Principle.

VI. Non-representation

1st Party shall not interpret or give advise or counsel to any party before, during or after any signing concerning (i) the loan transaction (ii) the execution by any party of any document, or (iii) any document contained in the loan package.

1st Party agrees to provide services under this agreement until this agreement is terminated pursuant to the terms herein provided.

Confidentiality: 1st Party shall at all times maintain as confidential any information provided by Vendor to 1st Party in the course of its performing services under this Agreement and 1st Party shall not divulge such information to any party without Vendors prior consent, except pursuant to a validly issued court subpoena or order. Confidential information provided by Vendor shall be used by 1st Party, if at all, solely in the performance of its services under this Agreement and, upon written request of 1st Party at or after termination of this Agreement, shall be returned by 1st Party to Vendor.

Notices: Any notice, demand, or communication that either party desires or is required to give to the other party in connection with this Agreement shall be in writing and shall be either served personally or sent by prepaid United States Mail (except for termination of notices, which shall be by personal services or by registered or certified mail, postage prepaid) addressed to the other party at the address set forth on page one of this Agreement.

Entire Agreement and Amendment: This Agreement supersedes any and all prior agreements, representations and understandings of the parties, written or oral, except as specifically provided herein. No addendum, supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

If either 1st Party or Vendor fails to perform its obligations under this Agreement in whole or in part as a consequence of acts of God, fire, earthquake, flood, explosion, public utility failure, accident, strikes, embargoes, war, nuclear disaster, or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability. In any such event, the disabled party shall use its best efforts to meet its obligations under this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force major event, the expected duration of such inability to perform, and of any developments that appear likely to affect the ability of that party to perform an of its obligations hereunder in whole or in party.

Governing Laws and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Venue for purposes of any action arising out of this Agreement shall be Hamilton County, Ohio.

By checking the acceptance box the Vendor agrees to the terms set forth by this agreement. At any time 1st Party has the right to amend this agreement any and all amendments will be posted online via this website. It will be the sole responsibility of the Vendor to review the website for any updates and changes to this agreement as they may occur.

Contact Information:

National Loan Closers, Inc.

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