

## LIMITED USE AGREEMENT FOR NRMLA PROMOTIONAL MATERIALS

The National Reverse Mortgage Lenders Association (NRMLA) has developed, and owns, certain generic advertising materials (NRMLA Ads). NRMLA Ads have as their intended purpose, among others, the stimulation of consumer interest in obtaining reverse mortgage loans from NRMLA Members duly authorized, qualified and licensed to make such loans to consumers.

NRMLA Ads are made available to NRMLA Members for their limited use as described in this Limited Use Agreement (Agreement). Prior to any NRMLA Member obtaining a NRMLA Ad from NRMLA, or using a NRMLA Ad for any purpose, the NRMLA Member must agree to abide by the terms and conditions of this Agreement.

NRMLA and the undersigned NRMLA Member agree as follows:

NRMLA agrees to make available on a complimentary basis to each NRMLA Member in good standing, upon request, two versions of each NRMLA Ad (which are made available at that time and thereafter by NRMLA for publication by NRMLA Members) in electronic (PDF) form, subject to the terms and conditions of this Agreement.

The NRMLA Member confirms that it is a NRMLA Member in good standing, and agrees that it shall not obtain or use, publish or disseminate any NRMLA Ad during any period in which it is not a NRMLA Member in good standing.

The NRMLA Member confirms that it is duly authorized, qualified and licensed to make reverse mortgage loans to consumers to whom the NRMLA Member may publish or disseminate the NRMLA Ad, in the locations in which the NRMLA Member publishes or disseminates the NRMLA Ad.

The NRMLA Member agrees that it shall not use, publish or disseminate the NRMLA Ad other than in the identical form, format, content and wording of the NRMLA Ad, except as follows:

The NRMLA Member may download and reproduce in hard copy any electronic form of NRMLA Ad made available to the NRMLA Member under the terms of this Agreement.

**The NRMLA Member may utilize the NRMLA Ad in other formats other than print, such as video, as long as the content remains the same.**

The NRMLA Member may add true and accurate contact information for the NRMLA Member within the space provided in the NRMLA Ad for such information (the Customized Information Space).

The NRMLA Member shall add, within the Customized Information Space, true and accurate information about the NRMLA Member that the NRMLA Member is required by law to add to any such advertising, including, for example, lender license numbers and licensing information.

The NRMLA Member agrees to limit the use, publication and dissemination of the NRMLA Ad to the stimulation of consumer interest in obtaining reverse mortgage loans from or through the NRMLA Member.

The NRMLA Member acknowledges and agrees that NRMLA owns and continues to own all right, title and interest in and to the NRMLA Ad, subject to the right of the NRMLA Member to make the limited use of the NRMLA Ad as described in and limited by this Agreement.

The NRMLA Member acknowledges and agrees that prior to using, publishing or disseminating any NRMLA Ad, the NRMLA Member shall make appropriate and required arrangements with, and payments to, any third parties for the use of any materials included within the NRMLA Ad, including but not limited to photographs.

The NRMLA Member acknowledges and agrees that it is not required by NRMLA to obtain, or to use, publish or disseminate, any NRMLA Ad, and that if the NRMLA Member chooses to do so, it will do so only after first taking such steps, at its expense, as it may determine to be required or appropriate, to assure that the use, publication or dissemination of a NRMLA Ad by the NRMLA Member is consistent with all laws and regulations applicable to the NRMLA Member. The NRMLA Member agrees to indemnify and hold NRMLA harmless from any and all losses or claims arising out of any use, publication or dissemination by the NRMLA Member of the NRMLA Ad, including but not limited to the reasonable attorneys fees of NRMLA. The NRMLA Member acknowledges and agrees that NRMLA shall have absolutely no liability or other responsibility whatsoever to the NRMLA Member or any other person or entity claiming through the NRMLA Member with regard to any NRMLA Ad.

The NRMLA Member agrees that a breach or threatened breach of the terms of this Agreement by the NRMLA Member will cause irreparable harm to NRMLA, and agrees that, under such circumstances, NRMLA may pursue against the NRMLA Member all remedies available under law or equity to remedy such breach. The NRMLA Member agrees to pay the reasonable attorneys fees of NRMLA and all costs and expenses of NRMLA in securing such remedies, and agrees that suit to secure such remedies may be brought in the courts of the District of Columbia, in which the NRMLA Member agrees there is proper venue for the adjudication of such suit, and that it shall be resolved under the laws of the District of Columbia (except its choice of law provisions).

The NRMLA Member acknowledges and agrees that evidence that the NRMLA Member obtained the NRMLA Ad from NRMLA by electronic means shall be conclusive evidence that, prior thereto, the NRMLA Member agreed to the provisions, terms and conditions of this Agreement.

---

Signature of Individual Agreeing to Use Agreement      e-mail address      Date

---

Name of Firm