

LENDING INTEGRITY LICENSE AGREEMENT

This License Agreement dated _____ is entered into by and between the National Association of Mortgage Brokers (hereinafter "NAMB"), and _____ (hereinafter "Licensee").

The parties agree as follows:

1. NAMB grants to Licensee a non-exclusive license to use the "Lending Integrity Seal of Approval" as specified herein.
2. Licensee pledges to comply with all NAMB rules and procedures, as amended from time-to-time, regarding the Lending Integrity Seal of Approval program, payment of fees, the NAMB Code of Ethics and the NAMB Best Lending Practices.
3. Licensee agrees that NAMB is the sole and exclusive owner of the Lending Integrity Seal of Approval, and Licensee shall not take any actions which are inconsistent with NAMB's ownership rights including, but not limited to, challenging NAMB's rights.
4. Licensee's authorization to use the Lending Integrity Seal of Approval will remain in effect as long as Licensee is in full compliance with this Agreement, including the rules and regulations of the Lending Integrity Seal of Approval program.
5. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this License Agreement. NAMB is not responsible for the acts or omissions of Licensee, nor may Licensee speak or act for, or otherwise legally bind, NAMB.
6. This License Agreement shall not be assignable or transferable by Licensee in any manner, nor shall Licensee have the right to grant sublicenses.
7. The Lending Integrity Seal of Approval designation may not be revised or altered in any way, and must be displayed in a form approved by NAMB.
8. The Lending Integrity Seal of Approval may be used only in a professional manner on the Licensee's business cards, stationery, literature, advertisements, website, or in any other comparable manner to signify certified status.

9. The Lending Integrity Seal of Approval may not be used in any manner that, in the sole discretion of NAMB discredits NAMB or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between NAMB and Licensee.
10. If it is determined by NAMB that Licensee has violated this License Agreement, then NAMB may immediately terminate this License Agreement, without prejudice to any other rights which NAMB may have.
11. Upon termination or expiration of this License Agreement, Licensee shall immediately discontinue the use of the Lending Integrity Seal of Approval.
12. This License Agreement shall not grant any right or remedy to any person or entity that is not a party to this License Agreement.
13. This License Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or state court in Northern Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Virginia.
14. This License Agreement contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not herein contained shall have any force and effect.
15. Licensee shall indemnify and hold NAMB harmless for any costs, including judgments, settlements, and attorney's fees, incurred by NAMB in defense of any legal proceeding alleging, in whole or in part, injury caused by any act or omission of Licensee.

LICENSEE

Dated: _____

NAMB

Dated: _____