**MARKETING SERVICES AGREEMENT**

 This Marketing Services Agreement (“Agreement”) is entered into as of the 19th *day of February, 2018* (“Effective Date”), between Red Diamond Home Loans, LLC (“Mortgage Company”) and *Community Bank, Inc.* (“Marketer”) (collectively, the “Parties”).

 WHEREAS, Mortgage Company and Marketer wish to develop a marketing program (“Program”), the purpose of which will be to market Mortgage Company’s mortgage products and services.

 NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. The Program.
2. Marketer shall provide general marketing of Mortgage Company, and its various mortgage products and services, to Marketer’s customers and prospective customers (“Customers”) and perform other services as described in Exhibit A attached hereto (“Marketing Services to be Provided”). It is hereby acknowledged by the Parties that there is no agreement or understanding regarding referrals.
3. The Parties contemporaneously have agreed upon, and may hereafter from time to time agree upon, additional details concerning their respective obligations and responsibilities under the Program. As part of the Program, Marketer shall provide monthly data or reports to Mortgage Company (the “Program Reports”), in a format and timeframe reasonably acceptable to the Parties that describe, among other things, the extent to which Marketer has met its obligations under the Program.
4. Marketer shall not provide advice, counseling or assistance to Customers with respect to, or otherwise discuss with Customers, mortgage lending generally or any particular mortgage loan for which they have applied or may apply to Mortgage Company. In no event shall Marketer make any credit decision with respect to, or approve or reject, any mortgage loan or any mortgage loan applicant. Mortgage Company shall have complete responsibility for the origination, processing, underwriting, closing, and funding of all mortgage loans, as applicable.
5. Compensation. As compensation for Marketer’s Services to be provided, as indicated in Exhibit A, and the Scope of Service Activity Expectations, as indicated in Exhibit B, Mortgage Company shall pay a fee to Marketer (“Marketing Fee”) every month during the term of this Agreement. The initial Marketing Fee shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($ ) per month. The Marketing Fee for each month shall be paid within ten (10) business days following the end of such month, subject to Mortgage Company’s receipt of the required Program Reports from Marketer. The parties agree that the Marketing Fee is a fair market value of the services actually performed by Marketer hereunder.
6. Adjustment to Marketing Fee. Not more frequently than once every \_\_\_\_\_\_\_ months, either party may notify the other, in writing, of its determination (“Determination”), and the bases therefore, that the Marketing Fee should be adjusted. The bases for any such adjustment may include, among other things, changes in the number of services performed in Exhibit A or the scope of service activity in Exhibit B since the date the Marketing Fee was last established (collectively, the “Data”). Marketer shall provide the Data to Mortgage Company as part of its Program Reports. If the Mortgage Company determines that a change in the Marketing Fee is warranted, the Marketing Fee amount shall be so adjusted, effective upon the commencement of the next calendar month. If there is disagreement, the Parties shall attempt in good faith to resolve the disagreement. If unable to do so, the Marketing Fee shall not be adjusted.
7. Relationship. The relationship between Mortgage Company and Marketer shall be that of independent contractors and neither party shall be or represent itself to be an agent, employee, or joint venturer of the other, nor shall either party have or represent itself to have any power or authority to act for, bind or commit the other. Mortgage Company shall have sole discretion and authority with respect to origination, processing, underwriting, closing and funding of all mortgage loans, as applicable.
8. Confidential Information. Each Party recognizes that, during the term of this Agreement, its directors, officers or employees may obtain knowledge of trade secrets and other confidential information of the other Party which are valuable, special or unique to the continued business of such Party. Accordingly, each Party hereby agrees to hold such information and other materials in confidence.
9. Severability. If any provision of this Agreement should be invalid, illegal or in conflict with any applicable state of federal law or regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remaining provisions of this Agreement.
10. Term and Termination.
11. The term of this Agreement shall commence on the Effective Date and continue for a term of *\_\_\_\_\_\_\_\_\_\_\_\_*calendar months unless earlier terminated in accordance with the provisions of this Section 7.
12. Either Party may terminate this Agreement, at any time, with or without cause, by providing *thirty (30) days* written notice to the other Party.
13. Upon termination of this Agreement, as provided herein: (i) Marketer shall refrain from any and all further use of or reference to materials utilizing the Mortgage Company name; (ii) Mortgage Company’s obligation to pay a Marketing Fee for any period following the effective date of termination shall cease; and (iii) the provisions of Sections 5 and 8 of this Agreement shall survive.

8. Hold Harmless.

1. Mortgage Company agrees to indemnify, defend and hold Marketer harmless from and against any and all claims, suits, actions, liability, losses, expenses or damages which may hereafter arise, which Marketer may sustain due to or arising out of any negligent act or omission by Mortgage Company in violation of this Agreement or in violation of any applicable law or regulation. Provided, however, the above indemnification shall not provide coverage for (a) any claim, suit, action, liability, loss, expense or damage that resulted from an act or omission of Marketer or (b) the amount by which any cost, fee, expense or loss associated with any of the foregoing was increased as a result of an act or omission on the part of Marketer.
2. Marketer agrees to indemnify, defend and hold Mortgage Company harmless from and against any and all claims, suits, actions, liability, losses, expenses or damages which may hereafter arise, which Mortgage Company may sustain due to or arising out of any act or omission by Marketer, including, without limitation, any act or omission of Marketer in violation of this Agreement or in violation of any applicable law or regulation. Provided, however, the above indemnification shall not provide coverage for (a) any claim, suit, action, liability, loss, expense or damage that resulted directly from an act or omission of Mortgage Company or (b) the amount by which any cost, fee, expense or loss associated with any of the foregoing were increased as a direct result of an act or omission on the part of Mortgage Company.

9. Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by email, certified mail (return receipt requested) or by reputable overnight courier with package tracing capability and sent to the corporate address of such Party or such other address that a Party specifies in writing in accordance with this section 9.

10. Amendment. The terms and conditions of this Agreement may not be modified or amended other than by a writing signed by both Parties.

11. Assignment; Binding Nature. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto. This Agreement shall not be assigned by any Party without the express prior written consent of the other Party.

12. Entire Agreement. This Agreement constitute the entire agreement between the Parties and supersede all oral and written negotiations of the Parties with respect to the subject matter hereof.

13. Governing Law. This Agreement shall be subject to and construed under the laws of the State of *Texas*, without reference to any conflicts of law provisions thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

***Community Bank, Inc.***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Ralph Goodagent*

Its: *President*

**Red Diamond Home Loans, LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Joseph Executive*

Its: *President*