

# HOME PRICE GUARANTEE CORPORATION

## Originator Agreement

This Originator Agreement (“Agreement”) is entered into by and between Home Price Guarantee Corporation, a Real Estate Investment Corporation, incorporated in Nevada (“HPG”) and an originator, that person presenting the HPG contract to consumers (“Originator”). HPG and Originator collectively referred to as the “Parties.”

### RECITALS

1. HPG is a Nevada corporation in good standing with mailing address 316 California Ave., Suite 941, Reno, NV 89509.
2. HPG is in the business of investing in real estate.
3. HPG is desirous of having Originator present HPG’s real estate products to Originator’s customers and Originator is desirous of presenting HPG’s real estate products to its customers for their consideration.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, and of the covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Relationship. This Agreement shall not render either Party an employee, partner, agent, or joint venture with the other for any purpose. HPG shall not be responsible for withholding taxes with respect to the Originator’s compensation hereunder and Originator shall have no claim against HPG hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
2. Duties, and Compensation. In addition to the duties and obligations required throughout this Agreement, additional Originator duties, compensation and provisions for payment thereof shall be as set forth in Exhibit A, which may be amended in writing from time to time, and agreed to by HPG and Originator, and which collectively are incorporated herein by reference.
3. Representation of Originator. Originator hereby represents and warrants that he/she/it is fully licensed and in good standing to perform the types of services that Originator normally does in the state(s) where Originator does business. Originator further represents and warrants that Originator has no criminal conviction history of any kind, excluding infractions, and that Originator’s license, if any such license is required, has not been suspended for any period of time in any jurisdiction as a result of Originator misconduct.

4. Expenses. Neither Party shall be responsible for the expenses of the other.
5. Drafting Party. No provision as contained herein is to be interpreted for or against any party hereto because that party or that party's legal representative drafted such provision. All headings in this Agreement are for reference purposes only.
6. Confidentiality. Originator acknowledges that during the engagement he/she/it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HPG and/or used by HPG in connection with the operation of its business including, without limitation, HPG's business and product processes, methods, customer lists, accounts and procedures. Originator agrees that he/she/it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with HPG.
7. Conflicts of Interest; Non-hire Provision. The Originator is expressly free to perform services for other parties while performing services for HPG.
8. Merger. This Agreement shall not be terminated by the merger or consolidation of HPG into or with any other entity.
9. Termination. HPG or Originator may terminate this Agreement at any time by providing written notice of such to the other party.
10. Indemnification. Originator agrees to indemnify and hold HPG harmless against loss or threatened loss or expense by reason of the liability or potential liability of the Originator for or arising out of any claims for damages resulting from acts of the Originator.
11. Arbitration. The Parties agree that any dispute arising from this Agreement shall be determined by binding arbitration in Nevada through the American Arbitration Association in accordance with their rules and utilizing Nevada state law regardless of the choice of law provisions of any jurisdiction. All American Arbitration Association fees to be equally divided between the Parties, each Party to incur their own attorney fees and costs.
12. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations with respect to the subject matter hereof are waived, merged and superseded hereby. No provision herein may be waived, modified or amended unless in writing and signed by the party whose rights are thereby waived, modified or amended. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all, when taken together, shall constitute the entire Agreement. Facsimiles and electronic copies shall be deemed as valid as originals.
14. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Originator during this engagement relative to the duties under this Agreement shall be the exclusive property of HPG and Originator hereby assigns all right, title, and interest in the same to HPG.
15. No Waiver. A waiver by either party of a default by the other party or of any right hereunder shall be effective only if it is in a writing signed by the waiving party and shall not be construed as a waiver of any other default or right, whether similar or dissimilar.
16. Insurance. Originator shall maintain sufficient insurance appropriate for the type of business Originator engages in.
17. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Originator may not assign his/her/its obligations hereunder without the express written consent of HPG.
18. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

For Originator:

To the most recent address HPG has on file for the Originator.

For HPG:

Home Price Guarantee, a Real Estate Investment Corporation  
316 California Avenue, Suite 941  
Reno, NV 89509  
FAX 702-989-2426  
PHONE 702-966-2436

19. Scope of Agreement & Severability. If the scope of any of the provisions of the Agreement is too broad or held invalid or unenforceable in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

## **EXHIBIT A**

### **ORIGINATOR COMPENSATION AND DUTIES**

As full compensation for the services rendered pursuant to this Agreement, HPG shall pay the Originator a processing fee for each customer that executes and pays in full for HPG's Home Price Protection Agreement which may be found on HPG's web site. Each Originator will be individually informed of the current processing fee.