

TERMS AND CONDITIONS OF THE DPS MEMBERSHIP AGREEMENT

SECTION 1. DEFINED TERMS

1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

- A. "Agreement" shall mean this Membership Agreement, as the same may be modified or amended from time to time.
- B. "Business Day" shall mean Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States or of the state where a specific transaction is to occur shall not be regarded as a Business Day.
- C. "Deed Ownership" shall mean the Member's legal ownership interest in the Property.
- D. "Effective Date" shall be the date of recording of the two Mortgage Deeds required and described in this Agreement in the Public Records of the County and State where the Property is located.
- E. "Force Majeure" shall mean any cause or occurrence affecting the ability of a Party to perform its obligations under this Agreement, which cause or occurrence is beyond the reasonable control of the affected party and not due to an act or omission of the affected party and which could not have been avoided by the exercise of reasonable diligence, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order of any Governmental Agency; lack of or failure or inability to maintain in effect approvals of any Governmental Agency required for the performance of the service which have been timely applied for; trade or economic sanction; sabotage, acts of war (declared or undeclared); blockade; embargo; insurrection; hostilities; civil unrest; riots; military or guerilla action; terrorist activity or threats of terrorist activities which, under the circumstances, would be considered a precursor to actual terrorist activity; banditry; abnormally adverse weather conditions not reasonably anticipated by the Parties (normal bad weather prevailing at any site at which services are being performed, however, shall not be included); fires; floods; explosion; accidents; riots; national, regional or local strikes, work stoppages, boycotts, walkouts or other labor disputes that are political in origin or of general application to the industry or field concerned; undue transportation problems; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the affected party and which, by the exercise of reasonable diligence, the affected party is unable to prevent.
- F. "Governmental Agency" shall mean any court or governmental department, commission, board, bureau, agency, or instrumentality of any state, commonwealth, province, nation, territory, possession, county, parish, or municipality, whether now or later constituted and/or existing.
- G. "Membership Fee" shall mean \$297.00 per year paid by the Member to DPS on or before the first Business Day of each year during the term of this Agreement, including renewal years, at the location as DPS may from time to time designate. The Membership Fee is separate and distinct from the Termination Fee as described below.
- H. "Mortgage Deeds" shall mean the mortgage documents to be recorded in the Public Records of the County and State where the Property is located together with their associated Mortgage Notes.
- I. "Membership Period" shall mean a period of one year beginning on the Effective Date and including each renewal year thereafter.
- J. "Other Agreement" or "Other Agreements" shall mean all other contracts or agreements entered into from time to time by the Member, as the same may be amended and modified from time to time.
- K. "Person" shall mean any individual, firm, corporation, trust, association, partnership, joint venture, Governmental Agency or other entity.
- L. "Taxes" shall mean all taxes, assessments, fees, levies, imposts, duties, deductions, withholdings, stamp taxes, interest equalization taxes, capital transaction taxes, foreign exchange taxes or charges, or other charges of any nature whatsoever from time to time or at any time imposed by any law or Governmental Agency.
- M. "Termination Fee" shall mean the fee due on termination of the Agreement and which consist of the recording fees for the Satisfaction of Mortgages as required for the cancellation of the Mortgage Deeds.
- N. "the Property" shall mean the real property described above
- O. "the Service" shall mean the Services to be provide to Member by DPS under the terms of this Agreement

1.2 Other Definitional Provisions.

- A. The words "this Agreement," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- B. Other terms may be defined elsewhere in the text of this Agreement and shall have the meanings indicated throughout this Agreement.
- C. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

SECTION 2. ENGAGEMENT OF DPS.

2.1 Engagement. On the terms and subject to the conditions and qualifications set forth in this Agreement, the Member engages DPS, and DPS accepts the engagement, to act as agent of the Member to provide security services in the daily monitoring of the Member's Deed Ownership in the Property and other service assistances in order to further secure the Member's Deed Ownership in the property in protection from fraud associated to deed fraud or other related crime.

2.2 Relationship.

- A. DPS shall be an agent of the Member. No provision or term of this Agreement shall constitute or be construed as creating an employment relationship, a partnership, a joint venture, a relationship of lessor and lessee, or bailer and bailee, as an insurer or any other kind of relationship or association between the Parties. Except as expressly provided in this Agreement, or in any other written agreement between the Parties, neither Party has any authority, expressed or implied, to bind, or to incur liabilities on behalf or in the name of the other Party.
- B. All services to be furnished by DPS under this Agreement may be furnished by any officer or employee of DPS or any other person designated by DPS. DPS shall be fully liable for the acts and omissions of any employee or contractor hired by DPS (a "Contractor") and shall indemnify and hold the Member harmless from and against any and all claims arising from the acts or omissions of any Contractor, whether or not the Contractor was hired by DPS with the approval of the Member. DPS shall devote such time in providing its services under this Agreement as is reasonably necessary to fully perform the same.

2.3 Compensation. As compensation for the Service and obligations, the Member agrees to pay DPS the Membership Fee.

SECTION 3. DPS SERVICES.

3.1 Powers and Duties. Except as otherwise limited or amended under the terms of this Agreement, DPS shall provide the Member with a variety of services which may be supplemented, improved or removed from time to time, designed to protect the Deed Ownership against fraud associated with the title of the Property, including, without limitation, the following matters:

A. at all times during the Membership Period, DPS shall provide and maintain an internet web site, email address, mailing address and a telephone number to the Member for notifications or verifications.

B. maintain a monitoring system on title transactions involving the Property as recorded in the official records for real property transactions in the Public Records of the County and State where the Property is located..

C. request from the Member two Mortgage Deeds establishing a first and second mortgage positions in the amount of **\$10.00** (ten) each, to be recorded in the Public Records of the County and State where the Property is located..

D. file, or cause to be filed, all necessary or appropriate Mortgage Satisfactions or other filings with the Public Records of the County and State where the Property is located or appropriate governmental authorities to cancel the Mortgage Deeds upon the termination of the Agreement as required by state and other applicable statutes upon payment to DPS by the Member of the termination fee as provided in this Agreement.

E. notify the Member upon the detection of any document recorded in the Public Records of the County and State where the Property is located affecting the Deed Ownership to obtain the Member's authorization and verification of the validity of said document.

F. initiate and prosecute, at DPS's expense, any claim or quiet title lawsuit in the protection of the Deed Ownership from fraud associated to deed fraud or other related crime occurring after the effective date of this Agreement but prior to its termination.

G. represent the Member before any Governmental Agency in any claim in the protection of the Deed Ownership from fraud associated to deed fraud or other related crime occurring after the effective date of this Agreement but prior to its termination..

H. upon the acceptance of the Member's application for membership and payment of the Membership Fee, DPS shall deliver to the Member a Satisfaction of Mortgage form for each Mortgage deed duly and properly executed by DPS.

I. upon the acceptance of the Member's application for membership and payment of the Membership Fee, DPS shall deliver to the Member a Revocation of Limited Power of Attorney form for the Member's convenience and discretion in terminating the Limited Power of Attorney as described in this Agreement.

J. perform such other acts which are necessary or appropriate to carry out its obligations under this Agreement.

3.2 Limitation on Powers and Duties. Without prior notice to the Member, DPS shall not:

A. initiate any claim or lawsuit associated to the Property on behalf of the Member or compromise any claim or lawsuit brought by or against the Member.

B. retain, on behalf of and for the account of the Member at Member's expense, legal counsel, accounting firms, or auditors and other professional consultants.

C. record the Limited Power of Attorney as described in this Agreement in the Public Records of the County and State where the Property is located.

SECTION 4. DPS SERVICE GUARANTEE

4.1 Guarantee DPS's Service Guarantee is in support of The Service under this Agreement and is provided to Member without additional charge:

A. During the membership, if an act of deed fraud or other related crime against the Deed Ownership is committed due to a failure or defect in The Service, and the Member has and is in full compliance with the terms of the Agreement, DPS will pay professionals to assist in restoring any such loss or recover such expenses, as required up to a maximum limit of \$1 (one) million per lifetime for all incidents in the aggregate.

B. If the Member needs professional assistance to remediate damages caused by the defect in The Service, DPS, at DPS's expense, shall arrange for that assistance through persons or firms that DPS shall select provided, however, that DPS will not reimburse the Member for fees of professionals or other service providers that DPS has not chosen for that particular matter. DPS shall choose only such professionals for the particular matter who are licensed, when required or applicable, in the jurisdiction where the particular matter resides.

C. DPS will cure any failure or defect in the Service resulting in damages to the Member subject to the terms of this agreement provided, however, that if the amount is over \$1,000., DPS reserves the right to first investigate the Service Guarantee request to determine its validity. The investigation shall be made with due diligence. If the investigation determines that a reasonable person would conclude that the Deed Ownership has been adversely affected due to deed fraud or other criminal activity and the Member has been in compliance with all the terms of the Agreement, DPS will perform as described herein.

D. If it is determined that the Member intentionally misrepresented or misused any information in the application for membership, the Agreement, or claim for damages under the Agreement or this Guarantee, the Member agrees to reimburse and indemnify DPS upon demand, any amount DPS has paid in connection with that claim for damages by Member, all costs incurred by DPS for that claim and for collecting reimbursement from the Member, including attorneys' fees.

E. Should the Member be found guilty of any activity constituting Deed fraud on the Property or other criminal activity affecting the Deed Ownership, it shall be deemed conclusive that DPS is entitled to collect all the amounts described above from the Member.

F. Should DPS decline the Service Guarantee subsequent to a claim request and DPS investigation as outlined above, and it is determined that DPS's denial was wrong, the Service Guarantee shall be honored.

G. DPS reserves the right to assume complete and exclusive control of the defense for claims, actions, or proceedings brought against the Member involving the Service of this Agreement and the Deed Ownership. The Member agrees not to settle any such claim, action, or proceeding without the prior approval and written consent of DPS.

H. This is not an insurance policy. DPS is not an insurance company, insurance agent nor an insurance provider of any type. DPS does not sell insurance.

4.2 Guarantee Summary: THE SERVICE GUARANTEE IS LIMITED. DPS WILL PAY UP TO \$1,000,000. PER MEMBER. PER LIFETIME FOR ALL INCIDENTS IN THE AGGREGATE, REGARDLESS OF CIRCUMSTANCES. PAYMENTS WILL NOT BE MADE FOR ANY LOSS INCURRED BY MEMBER OTHER THAN THE SERVICE GUARANTEE AND EXCEPT AS OTHERWISE SET OUT HEREIN. DPS, ITS AGENTS AND EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICE OR OUR SERVICES OF ANY KIND, AND DPS DISCLAIMS ANY IMPLIED WARRANTIES OUTSIDE OF OUR SERVICE GUARANTEE, SUCH AS A WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICE OR OUR SERVICES FOR ANY PARTICULAR PURPOSE. THIS IS NOT AN INSURANCE POLICY.

SECTION 5. MEMBER RESPONSIBILITIES.

5.1 Membership Fee. The Member shall pay DPS the Membership Fee on by payment card or other mutually agreed upon form of payment. The Member is responsible for any applicable federal, state, county or other taxes that may be associated to the services provided under this Agreement. This is an annual fee and shall not be refundable should the Agreement be terminated voluntarily by the Member or under the terms of this Agreement. Should DPS voluntarily terminate the Agreement and provided that the Member has complied with all the terms of the Agreement, the Membership Fee will be prorated on a monthly basis and the unused amount, less recording fees, will be refunded to the Member. The Membership Fee for a renewal year shall be the then current fee for membership as displayed on that renewal date on the DPS website.

5.2 Termination Fee. In the event this Agreement shall be terminated by either party for any reason, including but not limited to a failure or decision not to renew, the Member shall pay DPS the sum of \$10.00 (ten) for each of the recorded Mortgage Deeds as provided in this Agreement. These amounts constitute the recording fees for the Satisfaction of Mortgages which shall be recorded by DPS to properly cancel the Mortgage Deeds.

5.3 Title Information. The Member shall provide DPS with such information and documentation as is necessary to establish The Member's Deed Ownership. Member hereby certifies that the information supplied is Member's information and not the information or privileged information of any other person. Member further certifies that the information is true and accurate to the best of Member's knowledge and belief. Member will immediately notify DPS of any change or inaccuracies in the information.

5.4 Identification. The Member will provide DPS with a copy of a picture identification with the actual and official signature of the Member.

5.5 Contact Information. At all times during the Membership Period, the Member shall provide and maintain an email address, mailing address and up to two telephone numbers to DPS for notifications or verifications. The Member will immediately notify DPS of any changes in such information.

5.6 Member Documentation. The Member will execute and deliver to DPS the Mortgage Deeds and other documentation as specified or required for the completion of the Agreement.

5.7 Actions by Member. The Member certifies that Member is over the age of 18 and is obtaining membership for the Member's sole personal use. The Member shall fully cooperate with DPS and take all actions as are reasonably necessary or requested by DPS to assist DPS to prepare, complete, file and obtain all approvals from any Governmental Agency, and perform its services under this Agreement.

5.8 Fraud Alerts. The Member will immediately notify DPS if Member has evidence or a reasonable suspicion that The Member or Member's Deed Ownership is about to become a victim of fraud.

SECTION 6. LIABILITY.

6.1 Liability. DPS shall render the services called for in this Agreement in good faith, taking into consideration the best interests of the Member, and in accordance with prudent practices generally followed in protection from deed fraud. In the event DPS fails to perform its obligations in accordance with the terms of this Agreement, DPS shall be liable to and indemnify the Member for actual losses, costs, and expenses incurred by the Member which are attributable to DPS's failure to perform. However, DPS shall have no liability to Member with respect to any third-party claim or any damage or loss to the Member arising out of any act of omission by DPS unless the act or omission constitutes fraud, willful misconduct, gross negligence or bad faith by DPS. **IN NO EVENT SHALL DPS EVER BE LIABLE TO ANY PARTY UNDER THIS AGREEMENT, OR IN CONNECTION WITH SERVICES PROVIDED BY THE TERMS OF THIS AGREEMENT, FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE OTHER THAN AS SET FORTH UNDER THE SERVICE GUARATEE.**

SECTION 7. TERM AND TERMINATION.

7.1 Term. Unless otherwise terminated under any of the other terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of one year, and shall be renewed automatically on the anniversary of the effective date unless either party gives written notice to the other 30 days prior to the renewal date of their intention to not renew.

7.2 Member Termination. This Agreement may be terminated by the Member upon the delivery of 30 days written notice to DPS together with the Termination Fee, provided however that if DPS is otherwise in compliance with the terms of this Agreement there shall be no refund of any Membership Fees to Member. The member shall further provide DPS with a Revocation of Limited Power of Attorney duly and properly executed by the Member.

7.3 DPS Termination. This Agreement may be terminated by DPS upon the delivery of 30 days written notice to the Member, provided however that if the Member has complied with all the terms of the Agreement, the Membership Fee will be prorated on a monthly basis and the unused amount, less recording fees and the Termination Fee, will be refunded to the Member.

7.4 Automatic Termination. At any time during the operating term of this Agreement, should the Member record in the Public records of the County and State where the Property is located, the Revocation of Limited Power of Attorney, either or both Satisfaction of Mortgage forms, any document adversely affecting the Member's Deed Ownership, or any document whose recording has the same or similar affect as the forgoing, then this Agreement shall immediately terminate as of the recording date of such document and DPS shall be relieved of continuing any further services under this Agreement or any liability whatsoever beyond such date.

7.5 Service Guarantee. Provided that the Member has been in compliance with the terms of this agreement, the Service Guarantee shall remain in operation for activities occurring during the period the Agreement was in operation that result in valid claims.

SECTION 8. MISCELLANEOUS.

8.1 Membership Application. DPS reserves the right, in its sole and absolute discretion, to reject application for membership without cause and without stating reason. DPS shall a period of 30 days from the effective date to review and consider an application.

8.2 Notices. All notices, requests and other communications permitted or required by this Agreement shall be in writing and shall be delivered personally or mailed by certified mail, postage prepaid and return receipt requested or by verifiable email as follows:

If to DPS, addressed to: Deed Protective Services, Inc.

45713 U.S. Highway 27
Davenport, FL 33897

or info@deedprotection.com

If to the Member, addressed to:

or to such other place as either Party may designate by written notice to the other. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address. Notice given by email shall be effective upon actual receipt if received during recipient's normal business hours or the beginning of the next Business Day after receipt if received after the recipient's normal business hours.

8.3 Privacy Policy. DPS will share your information only for the purposes as provided in the Agreement and only to such persons or entities as are necessary or required for DPS to provide its obligations or otherwise comply with the terms of the Agreement.

8.4 Copyrights. All promotional materials and information, including logos, contained in the DP website or in other materials provided to the Member are copyrighted by DPS and may not be used by Member or anyone for any reason without the prior written approval and consent of DPS.

8.5 Limited Power of Attorney. During the term of this Agreement, the Member makes, constitutes, and appoints DPS as its true and lawful agent and attorney-in-fact with full power to act in the name, place, and stead and on behalf of the Member, to exercise any power and to execute and deliver all documents necessary or proper, required, contemplated, or deemed advisable by DPS, to carry out and implement the terms and provisions of this Agreement, as fully as the Member could if acting on its own behalf. DPS is empowered to determine, in its sole discretion, the time or times when, and the purposes for and the manner in which, any power conferred upon it shall be exercised, and the terms and conditions of any instrument or document that may be executed by it, and it is understood that DPS may in accordance with this Agreement determine that such action is in the best interest of the Member. IT IS UNDERSTOOD BETWEEN THE PARTIES THAT THIS POWER OF ATTORNEY IS LIMITED TO THE SPECIFIC PURPOSES OF DEED MONITORING AND SERVICES NECESSARY OR REQUIRED IN PRESERVING MEMBER'S DEED OWNERSHIP. Provided that DPS is in compliance with its obligations under the terms of this Agreement, DPS shall not be liable for any action taken pursuant to this limited power of attorney or failure to act, or for any other reason, except for its dishonesty, willful misconduct or gross negligence. The Member agrees to indemnify and hold DPS harmless against all suits, damages, attorneys' fees, expenses and liabilities that it may incur or sustain directly or indirectly for any action in connection with this power of attorney taken or admitted to be taken in good faith or any claim or court action relating thereto and will pay such items upon demand. In furtherance of this provision, the Member will execute and deliver to DPS a Limited Power of Attorney form.

8.6 Change in Terms. DPS reserves the right to modify or amend the Agreement at any time without notice to the Member provided, however, that any such change shall not alter the Service Guarantee. The Member understands and agrees that the Member's continued use of membership, including renewals of the Agreement, will be governed by the current version of the Agreement as displayed on the DPS website. The Member is encouraged to regularly visit the website for updates to the Agreement. The Member may not modify or amend this Agreement and any such attempts will be null and void.

8.7 Indemnification. The Member hereby agrees to defend, indemnify and hold harmless DPS, its directors, officers, employees and agents, against any and all demands, claims, damages, loss, liability, or deficiency, sustained by or incurred by DPS, which arise out of or result from any and all demands, claims, actions, suits, proceedings, assessments, investigations, audits, judgments, fines, costs and other expenses of any nature whatsoever, including attorneys fees and other expenses such as but not limited to the costs of investigation arising out of, resulting from, or incident to any negligent or intentional breach by the Member of the terms of the Agreement or by the Member's violation of any rules, regulations, or laws of a Governmental Agency.

8.8 Entire Agreement; Waiver. This Agreement, together with the Mortgage Deeds, associated Mortgage Notes, Mortgage Satisfactions, Limited Power of Attorney and Power of Attorney Revocation constitute the entire agreement between the parties. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions (whether or not similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided, and no action or failure to act by either Party shall constitute an approval of or an acquiescence to any breach except as specifically agreed to in writing.

8.9 Assignment. This Agreement may not be assigned by either Party.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and the Parties may execute this Agreement by signing any such counterpart.

8.11 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA AND THE UNITED STATES WITHOUT REGARD TO THE APPLICABLE CONFLICT OF LAW PROVISIONS THAT WOULD OTHERWISE REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

8.12 Jurisdiction. The jurisdiction for any claim, action or judicial proceeding concerning the Agreement shall be in the County and State where the Property is located Florida.

8.13 Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement.

8.14 Force Majeure. Any delays in or failures of performance by either Party shall not constitute a default or give rise to any claims for damages, if and to the extent the delays or failures of performance are caused by occurrences of force majeure. Each Party shall notify the other with reasonable promptness of the existence of any force majeure and its probable duration, and shall provide the other from time to time with correct information concerning the force majeure. Each Party shall take all reasonable actions to remove the cause of force majeure, except that the Party asserting force majeure shall have complete discretion with respect to strikes or lockouts which might affect the Party's performance under this Agreement. Notwithstanding the foregoing, the obligations of the Member to make payments to DPS required by this Agreement shall not be excused as a result of an event of force majeure.

8.15 Invalidity of Provisions. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not be affected.

THESE TERMS AND CONDITIONS SHALL BE BINDING UPON THE PARTIES AS OF THE EFFECTIVE DATE