

Ultimate Marketing Corporation

738 Red Lion Road, Philadelphia, PA 19115
www.lifetimeofvacation.com

Phone: 215-833-6047
Fax: 215-677-9432

Broker Sales and Marketing Agreement

This Sales and Marketing Agreement executed on (Month) _____ (Day) _____, 200____,
between the Ultimate Marketing Corporation, a Pennsylvania Corporation, 738 Red Lion Road, Philadelphia, PA
19116, and (Individual or Company) _____, whose address is

_____.

WHEREAS:

Ultimate Marketing Corp. desires to retain the services of the broker or agent who desires to provide Ultimate Marketing Corp. with such services upon the terms and conditions mentioned here under.

Now, therefore, in consideration of the promise and mutual promises herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1) Broker Services and Responsibilities

During the term of this agreement, Broker shall be an independent contractor and not an employee of the Company. Broker responsibilities are to provide the following services to the Company (such services not being inclusive in nature are subject to change or to be added).

A) Broker will perform the duties of a Broker for the sale and marketing of timeshare/interval unit at Resorts, under contract with the Company throughout the world.

B) Broker will be responsible for any and all activities that are necessary, proper, and reasonable to market and sell the interval unit weeks at the properties.

C) Broker will be responsible for any and all advertising and procurement activities in connection with the marketing and selling of interval unit weeks other than brochures and other literature and written materials, if any pertaining to the properties, which Company decides to provide Broker.

D) Broker will provide all prospective purchases with an Inspection of the Property at the cost of _____ USD per person.

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E) Broker will remit to Company all moneys received for the inspection program seven (7) days prior to the scheduled trip to Property.

2) Terms

Subject to the terms and conditions of terminations, the terms of this Agreement shall commence on the date first above written and continue for a period of one (1) year, and upon the expiration of above, this Agreement shall automatically renew, unless either party gives the other party 60 days prior written notice.

3) Broker Fee

A) For services rendered hereunder, Company shall pay a Broker fee of **15** % of the net sales price of interval unit weeks sold by Broker at the Properties.

B) Net sales price shall mean the total consideration paid or to be paid for the purchase of interval unit weeks at the Property, less any and all discounts, rebates, or any financial inducement given to the purchaser by Company. Such net sales prices are properly stated and disclosed on the purchase agreement and related documents.

4) Broker Covenants

During the terms of this Agreement, Broker covenants and agrees that she/he will:

A) Conduct business and work so as to maintain and increase the good will and reputation of the Company.

B) Learn, observe, and strictly comply with the rules, regulations, and laws governing or pertaining to the sales of interval unit weeks.

C) Not engage in any activities which directly or indirectly compete with Company.

D) Accept the Broker fee provide and paid pursuant to this Agreement, as full Compensation.

5) Company Covenants

Company covenants and agrees that it will:

A) Notify and supply Broker with a list of interval unit weeks sold by the Broker on a weekly basis.

B) Pay the Broker fee, as provided in this Agreement.

C) Company will provide room for a sales presentation at the property during the visit of the potential purchasers.

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D) Company will provide all potential purchasers of Broker, for a fee of _____ USD per person, a four days and three nights accommodation at the Property, which will include breakfast, lunch, dinner and all drinks. The above fee will also include a round trip ticket from the North East of the USA to the destination.

In witness whereof, the parties hereto have executed this Agreement effective as the date of _____.

Ultimate Marketing Corporation

Name _____

Signature _____

By _____

Broker Name _____

Signature _____