



## LEAD PROVIDER AGREEMENT

THIS LEAD PROVIDER AGREEMENT ("Agreement") is entered into as of this      day of      , 20      ("Effective Date") by and between Acquire Interactive, LLC, a Nevada limited liability company, as the party purchasing said services described in this Agreement, either on its own behalf or on behalf of others (hereinafter the "Acquire Interactive"), and      , a company, as the party to provide specified services as described in this Agreement (hereinafter the "Lead Provider"), said parties sometimes jointly hereinafter referred to as the "Parties".

**WHEREAS**, Acquire Interactive is a marketing agency skilled in placing financial services leads for sub-prime consumers with lenders.

**WHEREAS**, Lead Provider desires to become a Acquire Interactive "Lead Provider." A Lead Provider is a provider of cash advance leads with whom Acquire Interactive has entered into a Lead Provider Agreement.

**NOW, THEREFORE**, having agreed to the terms of this Agreement, and any subsequencey agreed to Insertion Order (IO), which are incorporated by reference herein, the Parties hereby agree as follows:

### 1. LEAD PROVIDER PROGRAM

1.1 The Lead Provider Program allows Lead Provider to post information provided by a consumer indicating the consumer's interest in obtaining financial services from a lender ("**Lead**"). The information provided in connection with each Lead shall be referred to as Consumer Data ("**Consumer Data**"). The specific information requirements necessary to constitute a Lead are as set forth in this Agreement and each individual IO. Each IO will specify the amount and terms under which the Lead Provider will receive payment. Collectively, the services offered by Acquire Interactive through the Lead Provider Program shall be referred to as the "**Services**".

1.2 The Parties will communicate and process Leads using the "Push Method" (a data distribution technology in which data is automatically delivered electronically over an SSL link from Lead Provider's website, using XML, to Acquire Interactive). Acquire Interactive will provide Lead Provider with:

- (a) Detailed documentation regarding the methodology required to transmit Leads from Lead Provider in the form of a SOAP API or and LSS API document

- specifying Push Method requirements;
- (b) An IP address or URL where Leads will be received;
- (c) A test environment to allow the testing of:
  - (i) the transmission of Leads;
  - (ii) receipt of Leads;
  - (iii) integrity of Leads; and
  - (iv) the accounting for Leads.

1.3 In order to be eligible to participate in the Lead Provider Program, the Lead Provider's Site must meet the following criteria:

- (a) be written in English and contain only English language content;
- (b) be targeted only to residents of the United States;
- (c) have a top-level domain name;
- (d) not directly or indirectly offer any consideration or incentive (including but not limited to cash, points, prizes, discounts, or contests or sweepstakes entries to users to take any Lead;
- (e) be free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, malware, spyware, adware and other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system, data or personal information;
- (f) be fully functional at all levels with no "under construction" sites or sections; and
- (g) not spawn process pop-ups, exit pop-ups, or pop-up-unders.

1.4 Lead Provider authorizes Acquire Interactive to utilize its trademarks, servicemarks, tradenames, and/or copyrighted material that Lead Provider provides Acquire Interactive through its account to promote Lead Provider's participation in the Lead Provider Program.

1.5 Lead Provider agrees that Acquire Interactive may identify Lead Provider and Lead Provider's Site as a participant in the Lead Provider Program as long as Lead Provider remains a participant in good standing. Acquire Interactive may make this identification orally, in writing or electronically, including without limitation, in press releases, public announcements and promotional materials publicizing, advertising or promoting the Lead Provider Program. Lead Provider may not issue any press release or public announcement, distribute any marketing or promotional materials or otherwise make any public communications regarding this Agreement or its participation in the Lead Provider Program without Acquire Interactive's prior written consent.

## **2. ACCEPTED AND UNACCEPTABLE LEADS**

2.1 Under this Agreement a Lead will be valid if an end user applicant meets the following minimum criteria:

- (a) The applicant is a United States resident;
- (b) The applicant is at least eighteen (18) years of age;
- (c) The applicant provides all the information requested in the required fields of the cash advance form; and
- (d) Any additional terms for specific offers as contained in the IO.

2.2 It is understood that Lead Provider shall deliver Leads with the above minimum criteria to Acquire Interactive.

- 2.3 For purposes of this Agreement, the following shall be considered “Unacceptable Leads”:
- (a) Any Duplicate Leads per campaign (for purposes of this Agreement “Duplicate Leads” will be defined as Leads containing identical information to a Lead previously delivered to Acquire Interactive by Lead Provider within the previous twenty four (24) hours unless otherwise stated in the Insertion Order), fraudulent leads, or incentivized leads;
  - (b) A Lead that does not meet the criteria set out in Section 2.1 of this Agreement; or
  - (c) Any additional terms for specific offers as contained in the IO.

### **3. OBLIGATIONS OF ACQUIRE INTERACTIVE**

3.1 Acquire Interactive will provide Lead Provider with and maintain:

- (a) Accurate descriptions for all Lead Provider products and services within the Network as detailed in the IO;
- (b) A response of transmission of Leads that identifies the status of the receipt of Leads as either a ‘success,’ ‘reject’ or ‘error’.
- (c) A customer service contact, technical contact and accounts payable contact within Acquire Interactive’s organization, to interface with Lead Provider’s technical staff for implementation and troubleshooting.
- (d) A username and password to Lead Provider to access [www.pubhub.AcquireInteractive.com](http://www.pubhub.AcquireInteractive.com) to verify general offer stats and lead counts; and
- (e) Up-to-date filtering criteria for Leads provided at [www.pubhub.AcquireInteractive.com](http://www.pubhub.AcquireInteractive.com).

### **4. OBLIGATION OF LEAD PROVIDER**

During the Term of this Agreement, Lead Provider will provide the following services:

4.1 Transmit Leads to Acquire Interactive electronically over a SSL link from Lead Provider’s website, using XML en-coding and guarantee at least sixty (60) seconds for the transmitted lead to be sold in our system.

4.2 Guarantee a eighty percent (80%) redirect rate. “Redirect” shall be defined as the ability to properly redirect the customer (purchased lead) to the directed page or site. If such redirect rate is not achieved, Acquire Interactive will send a warning email to Lead Provider’s contact. If no change is made during the next twenty four (24) hours, Acquire Interactive may at its sole discretion turn off traffic until issues are resolved. Once Lead Provider claims to have issues remedied, Acquire Interactive shall run on leads at twenty five (25) leads per day until it is proven to the satisfaction of Acquire Interactive that the issue has been resolved. If redirect rates fall below 50%, Acquire Interactive reserves the right to turn off the campaign without notice. If Acquire Interactive detects redirect issues, Acquire Interactive will make an effort to send a warning email to Lead Provider’s contact; however, failure to send a warning email does not limit Acquire Interactive’s remedies herein.

4.3 Lead Provider shall be solely responsible for the development, operation and maintenance of Lead Provider's Site and all materials that appear on Lead Provider's Site. Lead Provider's responsibilities include, but are not limited to: the technical operation of Lead Provider’s site; maintaining the equipment used to operate the Lead Provider’s site; creating, posting, and maintaining the links associated with Lead Provider’s Site and any which link to Acquire Interactive’s Sites; monitoring the legality, accuracy and appropriateness of the material posted on

the Lead Provider's Site and compliance with the terms of this Agreement; the technical operation of Lead Provider's Site and all related equipment used to operate Lead Provider's Site. Lead Provider shall be responsible for registering Lead Provider's Site with Acquire Interactive. Any business partners, associates or third-party affiliates of Lead Provider that participate in or perform any activities for Lead Provider as part of the Lead Provider Program, shall be deemed "Sub-Publishers." Lead Provider acknowledges and agrees that it shall be solely responsible for ensuring that each Sub-Publisher utilized by Lead Provider to perform any of Lead Provider's services contemplated under this Agreement, including each website and traffic source that is utilized by a Sub-Publisher, is bound by and complies with terms of this Agreement. Lead Provider shall indemnify Acquire Interactive and Advertiser for all acts of its Sub-Publishers without limitation. For purposes of this Agreement, in the event that Lead Provider uses a Sub-Publisher, the term "Lead Provider" shall include Sub-Publisher. In the event issues relative to fraud arise, Lead Provider agrees to disclose the name of the Sub-Publisher and/or third party affiliate source, and/or website URL the traffic originated from.

4.4 Lead Provider will identify each Sub-Publisher with a unique code, and where possible, provide in writing the type of traffic (i.e. email, ppc, SEO, etc.) that each unique code represents. Lead Provider acknowledges and agrees that it shall notify Acquire Interactive of any new websites it intends to utilize. Lead Provider further acknowledges and agrees that any changes to existing websites, the creation of new websites or the implementation of new traffic sources it intends to utilize to generate traffic, shall comply with the terms set forth in this Agreement and any IO(s), prior to sending Acquire Interactive traffic from such websites or new traffic sources. Acquire Interactive may decline receiving traffic from any new website or traffic source, at any time.

4.5 Lead Provider will not post misleading or otherwise deceptive content on Lead Provider's Site. All content shall be in compliance with all applicable laws, rules and regulations. Lead Provider accepts and shall be solely responsible for any and all content posted on Lead Provider's Site. Furthermore, Lead Provider agrees that all content from any such site(s) will adhere to the same guidelines as set forth and agreed to in the Agreement and, as applicable, upon completion of site review.

4.6 Lead Provider is an independent contractor. Lead Provider understands that it is responsible to pay its income tax in accordance with applicable federal, state, and local law.

4.7 Lead Provider is not an agent, employee, partner, shareholder, or director of Company. Lead Provider does not have the authority nor will Lead Provider attempt to enter into any agreement on behalf of Company. It is Lead Provider's sole responsibility to ensure that it is operating in compliance with the Agreement.

4.8 Lead Provider agrees that it will not, in any way, directly or indirectly alter, modify, eliminate, conceal, cookie stuff, traffic steal or otherwise render inoperable or ineffective Acquire Interactive's or any Posting's site tags, source codes, links, pixels, modules or other technology or data provided by or obtained from Acquire Interactive that allow Acquire Interactive to measure advertisement performance and provide its service, or attempt to do the same.

4.9 Lead Provider shall not market any misleading or otherwise deceptive marketing content to generate traffic that is transmitted to Acquire Interactive. All marketing content shall be in compliance with the terms set forth in this Agreement, any IO(s) and all applicable laws, rules and regulations. Lead Provider accepts and shall be solely responsible for any and all marketing efforts resulting in leads transmitted to Acquire Interactive. Lead Provider acknowledges and agrees that it will notify Acquire Interactive, in writing, of all traffic types and marketing methods it intends

on using to generate traffic under this Agreement or any IO(s), including but not limited to: website banner ads, website content, website text links, social media, email marketing, direct mail, radio, television, voice phone scripts, etc.

4.10 Lead Provider will not utilize Acquire Interactive brands, including but not limited to MoneyMutual, Montel Williams and/or any likeness or misspellings thereof, in Search Engine Marketing (“SEM”) efforts, in purchasing paid search advertisements or in Website Search Engine Optimization (“SEO”) efforts, including but not limited to SEO meta data, title tags and domain names.

4.11 Lead Provider is responsible for all creative materials and for maintaining suppressions lists in compliance with the CAN-SPAM Act of 2003 and as amended from time to time.

4.12 Acquire Interactive will provide the Advertiser’s creative and initial tracking links with each Posting. Lead Provider is responsible for hosting all email creative and redirecting from hosted creative to Acquire Interactive's tracking link. This is necessary to ensure that Acquire Interactive does not become blacklisted by an Internet Service Provider or otherwise penalized for any perceived SPAM violations due to Lead Provider's negligence.

4.13 Lead Provider is responsible for meeting acceptable advertiser conversion metrics.

4.14 Acquire Interactive reserves the right to change accepted traffic volume caps with no prior notice, however, typically twenty four (24) hours prior notice will be given.

4.15 In consideration of the considerable expenses incurred by Acquire Interactive in developing its services and assisting the Lead Provider in finding suitable Advertisers, Lead Provider agrees that for a period of one (1) year after termination of Lead Provider's relationship with Acquire Interactive, Lead Provider shall not, either directly or indirectly, for itself or any third party, become engaged in any business or activity with a Acquire Interactive Advertiser (a Acquire Interactive Advertiser is defined as an Advertiser which has posted an offer with Acquire Interactive) which promotes an Advertiser's product or service, or otherwise divert or attempt to divert any existing business of Acquire Interactive. Should the Lead Provider enter into a business relationship with a Acquire Interactive Advertiser within a period of one (1) year after termination of Lead Provider’s relationship with Acquire Interactive, Lead Provider shall disgorge all profits generated from Lead Provider’s business with such Acquire Interactive Advertiser and said profits shall be immediately tendered to Acquire Interactive. If Lead Provider makes direct contact with any Acquire Interactive Advertiser, Lead Provider shall be immediately terminated from the Lead Provider Program.

## **5. COMMISSION FEES AND PAYMENTS**

5.1 Lead Provider will earn commission fees on qualifying Leads as set forth in the applicable Insertion Order. Payment will be made in accordance with Acquire Interactive’s tracked applications. If redirect rates fall below eighty percent (80%), Acquire Interactive reserves the right to only pay Lead Provider for successfully redirected Leads based on Acquire Interactive stats.

5.2 In the event this Agreement is terminated, Lead Provider will only be entitled to commission fees earned through the effective date of termination. Acquire Interactive may withhold final payment for a reasonable time to ensure that the commission fees paid exclude any fraudulent, canceled, or returned qualifying Leads.

5.3 Acquire Interactive will compile, calculate and electronically deliver to Lead Provider data required to determine the Lead Provider's compensation. Acquire Interactive's figures and calculations will be final and binding. Any questions Lead Provider has regarding the data provided by Acquire Interactive needs to be submitted in writing within ten (10) days of Lead Provider's receipt of such data, otherwise the information will be deemed accurate and accepted as such by Lead Provider without further right to dispute the accuracy of said data.

5.4 Payments are calculated every Monday and checks issued immediately after calculation. The first payment will be made on the next Monday after Lead Provider enrolls in the Lead Provider Program. The minimum check value that will be issued in any week is \$100.00. Commissions less than this amount will be rolled over to the following week's commissions.

5.5 Acquire Interactive reserves the right to withhold commission payments from Lead Provider's accounts with respect to a particular Posting if funds have not been received from the Advertiser promoted by such Posting, or if fraudulent activity is suspected. There will be a \$50.00 bank fee applied with any request to stop payment on a check and issue a replacement check. This \$50.00 is deducted from Lead Provider's account balance or replacement check. All statistical data reported in real-time should be only used as a guide reflecting potential end of month earnings.

5.6 In the event that Lead Provider is an active Advertiser of Acquire Interactive and fails to provide payment to Acquire Interactive in accordance with the payment terms of any applicable Advertiser agreement, Acquire Interactive reserves the right to off-set any and all amounts owed to Acquire Interactive for its services under the applicable Advertiser agreement from the commissions earned by Lead Provider under this Agreement.

5.7 Acquire Interactive retains the right to audit, or to have its agent audit, Lead Provider's books and records for the purpose of verifying compliance with the terms of this Agreement and ensuring that no fraudulent activity has taken place. The audit shall be conducted at Acquire Interactive's expense unless the audit reveals that Lead Provider has violated the terms of this Agreement or otherwise committed fraud, in which case, Lead Provider shall bear the costs of the audit.

## **6. TERM AND TERMINATION OF THIS AGREEMENT**

6.1 This Agreement will commence on the Effective Date and will continue for a period of twelve (12) months (the "Term"), subject to the following terms and conditions contained in this Section 6.

6.2 The Term of this Agreement will automatically renew for successive twelve (12) month periods. Either party may terminate this Agreement at any time and for any reason upon giving the other party three(3) business days prior written notice. However, in the event a party is in breach of any representation, warranty or covenant contained in this Agreement, the non-breaching party may, upon written notice, immediately terminate this Agreement

## **7. FRAUD CONTROL**

7.1 Acquire Interactive has built into its software a fraud control system, which constantly monitors all participating Lead Providers' sites, including monitoring for false registration. Acquire Interactive's staff will verify all sites for legitimacy. Any company or individual that tries to artificially inflate Leads, traffic counts, revenue, or use any device, robot/program or other means

to do so may be reported to the appropriate law enforcement and regulatory authorities for fraud and theft, and Acquire Interactive reserves the right to pursue all available remedies.

7.2 If Acquire Interactive suspects Lead Provider of fraud, Lead Provider acknowledges that it is its responsibility to prove by clear and convincing evidence that no fraudulent activity has occurred to the satisfaction of Acquire Interactive. Lead Provider acknowledges and agrees that Acquire Interactive's determination whether Lead Provider has engaged in fraudulent conduct is final. If Acquire Interactive suspects or detects fraud, Lead Provider's account will be made inactive pending further investigation and all commission checks will be held until such time, if any, as Acquire Interactive determines that no fraudulent activity has occurred.

7.3 If Lead Provider fraudulently adds or inflates Leads, as determined by Acquire Interactive in its sole discretion, Lead Provider will forfeit its entire commission for all Postings and its account will be terminated. In the event Lead Provider uses names/email addresses that have not been verified, confirmed or double-opted-in in its marketing program, Lead Provider will forfeit its entire commission for all Postings and its account will be terminated. Acquire Interactive will have the right to "seed" the names/email addresses provided to client with fictitious test names which will not complete the verification process in order to assure compliance with this provision.

7.4 Lead Provider agrees that it will not interfere with Acquire Interactive's attempts to monitor Lead Provider's activities pursuant to this Agreement.

7.5 Acquire Interactive shall be allowed to report all known and/or suspected fraudulent conduct to interested parties and to make such conduct public. Lead Provider agrees not to hold Acquire Interactive liable for the consequences of such reports and acknowledges that it shall be in Acquire Interactive's sole discretion to determine whether or not fraudulent conduct has occurred or is suspected.

## **8. DEFAULT**

8.1 In the event Lead Provider breaches this Agreement, Acquire Interactive reserves the right to suspend or cancel Lead Provider's account, in its sole discretion, and to withhold any and all payments. Should a payment be made and Acquire Interactive determine that such payment was made to Lead Provider on account of an illegal or fraudulent action, or otherwise in violation of this Agreement, by the Lead Provider, Acquire Interactive reserves the right to stop payment on said payment and pursue all other remedies available to it. Furthermore, Lead Provider acknowledges that a breach of this Agreement could result in immediate, extraordinary and irreparable damage to Acquire Interactive and/or its Advertisers and that such damages may be difficult to measure. Accordingly, Lead Provider agrees that should it breach the Agreement, Acquire Interactive may, in addition to other legal remedies, assess liquidated damages of up to \$1,000.00 per occurrence for each such violation. Lead Provider further agrees that such liquidated damages are reasonable and do not constitute a penalty.

## **9. SPAM POLICY**

9.1 Acquire Interactive is dedicated to ensuring compliance with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act"), as amended from time to time.

9.2 Lead Provider represents and warrants that, with respect to any email containing or promoting a Posting that Lead Provider "initiates" or "sends" (as those terms are defined by the

CAN-SPAM Act), it will fully comply with the CAN-SPAM Act, all rules and official guidance promulgated by the Federal Trade Commission pursuant to the CAN-SPAM Act, the Federal Communications Commission's rules and orders regulating the transmission of commercial email to wireless devices, and all other applicable laws, rules and regulations. Without limiting the generality of the foregoing requirement, Lead Provider will comply with the following requirements with respect to any email containing or promoting a Posting that Lead Provider initiates or sends:

- (i) the "FROM" line shall clearly and accurately identify the sender or company that is "sending" or "initiating" the e-mail (as those terms are defined by the CAN-SPAM Act). Notwithstanding the foregoing requirement, Lead Provider shall not place the name of the Advertiser, the subject of the advertisement or any false or misleading information in the FROM line;

- (ii) the "SUBJECT" line must be reasonably related to the subject matter of the message;

- (iii) the email must contain a clearly displayed, labeled, and functioning (for at least thirty days after the message is sent) unsubscribe link for both the Lead Provider and Advertiser. Each unsubscribe link must provide for a universal unsubscribe from receipt of commercial email from Lead Provider and/or Advertiser, such that any request for removal via the link results in removal from all of Lead Provider's and/or Advertiser's lists, as applicable. Each link must require the message recipient to do no more than visit a single web page (and not submit any information other than email address) in order to unsubscribe;

- (iv) the email must include a statement that identifies the email as a commercial solicitation. This may be in the header, body or footer of the email; and

- (v) the email must contain a valid postal address for the sender. This postal address should be listed at the top or bottom of each email.

9.3 Lead Provider will comply with the following additional requirements:

- (i) Lead Provider may only deliver emails to individuals who have provided consented to receive email offers;

- (ii) in the event of a spam complaint, Lead Provider will provide the following information to the filer of the complaint within one (1) business day of receipt of the complaint:

- (a) the website at which the filer of the complaint signed up;

- (b) a link to the privacy policy of the sign up site evidencing a privacy policy which clearly indicates the filer of the complaint has given permission to the Lead Provider to receive email offers;

- (c) the date the filer of the complaint signed up (and the time if available); and

- (d) the I.P. address from which the filer of complaint signed up.

9.4 If Acquire Interactive determines in its sole discretion that Lead Provider has violated this Section 9 of the Agreement, Acquire Interactive will terminate Lead Provider, with or without notice, and any commission fees earned but not yet paid will be forfeited by Lead Provider. All decisions by Acquire Interactive are final.

9.5 Lead Provider acknowledges that it is Acquire Interactive's policy to comply with government investigations under the CAN-SPAM Act.



## **10. Use of Consumer Data**

10.1 Lead Provider shall only use Consumer Data in accordance with the express consent received from the consumer and as set forth in its privacy policy. Once the Consumer Data is purchased by Acquire Interactive, Lead Provider acknowledges and agrees that Acquire Interactive shall obtain the right to all Consumer Data and shall be authorized to utilize and market to all Consumer Data.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 In addition to its other representations and warranties contained in this Agreement, Lead Provider represents and warrants to Acquire Interactive that:

- (i) Lead Provider has all power, authority and capacity to enter into this Agreement (including that each individual executing this Agreement has reached the age of legal majority in his or her jurisdiction) and has duly and validly authorized this Agreement;
- (ii) Lead Provider maintains all necessary licenses and registrations to engage in the activities contemplated under this Agreement;
- (iii) In providing services and fulfilling its obligations pursuant to this Agreement, Lead Provider shall comply with all applicable laws, rules and regulations and the terms of this Agreement;
- (iv) Lead Provider shall not transmit any financial or other personally identifiable information from any New York consumer;
- (v) Lead Provider's Site shall: (i) not infringe upon the privacy, publicity, intellectual property or other rights of any person or entity; (ii) not contain discriminatory or hate-mongering content; (iii) not contain or promote gratuitous violence, obscenity, or profanity; (iv) not contain material that is defamatory or libelous; (v) not promote any illegal activity, including but not limited to gambling, use of illegal substances, software piracy, or hacking; and (vi) not contain or promote pornography or spoof, or redirect, traffic to or from any adult-oriented websites.
- (vi) Lead Provider shall obtain contractual guarantees from any Sub-Publisher(s) it utilizes, that are the same or substantially similar to, but no less stringent, than those contained in this Agreement and any IO(s). Furthermore, Lead Provider shall periodically audit such Sub-Publisher(s) to ensure that Sub-Publisher(s) is in compliance with the contractual requirements.
- (vii) Lead Provider conducts due diligence verifications, in accordance with industry best practices, of each Sub-Publisher, including but not limited to, verifying that there are no pending formal or informal government investigations or prosecutions against the Sub-Publisher by the Federal Trade Commission, any other federal or state governmental or regulatory body or agency, or any industry regulatory authority. Such due diligence review shall be repeated at least annually for as long as Lead Provider maintains a relationship with Sub-Publisher. Without limiting any of Acquire Interactive's rights, Lead Provider's failure to conduct a due diligence review of any Sub-Publisher as specified herein may result in termination of this agreement by Acquire Interactive.
- (viii) The Consumer Data was obtained in compliance with all applicable laws, rules, regulations, and privacy policies, and in conjunction with industry standards, and Lead Provider's sharing of the Consumer Data with Acquire Interactive shall not violate any applicable law, rule, regulation, or representation made to the relevant consumer(s);

- (ix) Lead Provider shall comply with the best practices as adopted by the Online Lender's Alliance, including any updates and amendments thereto (<http://www.onlendlendersalliance.org>);
- (x) Lead Provider shall be solely responsible for the handling, storage and transmission of Consumer Data it provides to Acquire Interactive. Lead Provider shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards to (a) insure the security and confidentiality of the Consumer Data; (b) protect against anticipated threats or hazards to the security or integrity of the Consumer Data; and (c) protect against unauthorized access or use of the Consumer Data. Without limiting the generality of the foregoing, Lead Provider shall implement controls substantially similar or in material compliance with SAS-70, SSAE 16, or any similar successor standard for the processing of transactions using Consumer Data. In the event of any suspected or actual compromise of Consumer Data, Lead Provider shall notify Acquire Interactive within twenty-four (24) hours;
- (xi) In providing services and fulfilling its responsibilities pursuant to this Agreement, Lead Provider shall comply with all applicable federal, state and local laws, rules, and regulations;
- (xii) Lead Provider's materials promoting a Posting will not violate the intellectual property, privacy or other rights of any person; and
- (xiii) Lead Provider shall immediately notify Acquire Interactive if Lead Provider receives notice of any complaints, inquiries or investigations related to the subject matter of this Agreement, and immediately remedy same.

## **12. CONFIDENTIAL INFORMATION.**

12.1 The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

12.2 Owner's Confidential Information shall be treated as strictly confidential by Recipient, and Recipient shall protect and preserve its confidential nature. Recipient shall not directly or indirectly disclose any Confidential Information to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" or upon the express written consent of the Owner. This clause shall be enforceable during the Term of this Agreement and will continue to remain enforceable after the termination or expiration of this Agreement. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally

known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or the use of Confidential Information; or (e) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, provided that the Recipient immediately notifies the Owner of such requirement so that the Owner may attempt to obtain a protective order either restricting or preventing such disclosure, and the Recipient cooperates with the Owner to resist such disclosure and protect its rights in the Confidential Information..

12.3 The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form in its possession or control, including partial copies, have been destroyed, returned to Owner, or used solely as the Owner so directs.

### **13. DISCLOSURE**

13.1 Lead Provider agrees that Acquire Interactive may identify Lead Provider and Lead Provider's Site as a Lead Provider of the Lead Provider Program as long as it participates in the Lead Provider Program. Acquire Interactive may make this identification orally, in writing or electronically, including without limitation, in press releases, public announcements and promotional materials publicizing, advertising or promoting the Lead Provider Program. You may not issue any press release or public announcement, distribute any marketing or promotional materials or otherwise make any public communications regarding this Agreement or your participation in the Publishing Program without Acquire Interactive's prior written consent or except as expressly permitted.

### **14. INDEMNIFICATION**

14.1 Lead Provider shall defend, indemnify and hold harmless Acquire Interactive and Advertisers from and against all claims, suits, demands, damages, liabilities, losses, penalties, civil fines, interest settlements, judgments, costs and expenses, including reasonable attorneys' fees, incurred, claimed or sustained by Acquire Interactive or Advertiser arising directly or indirectly from (i) Lead Provider's breach or non-compliance with any term of this Agreement; (ii) Lead Provider's violation or alleged violation of any law, statute, regulation, or ordinance arising from Lead Provider's activities in connection with this Agreement; (iii) Lead Provider's participation in the Lead Provider Program; (iv) any claim that Acquire Interactive is obligated to pay any tax in connection with payments made to Lead Provider; (v) any violation or alleged violation by Lead Provider of any rights of another, including breach of another's privacy or intellectual property rights; and (vi) the Lead Provider's Site.

### **15. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY**

15.1 ACQUIRE INTERACTIVE'S SERVICE IS PROVIDED ON AN AS IS BASIS AND ACQUIRE INTERACTIVE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LEAD PROVIDER PROGRAM, ANY OF ITS PRODUCTS OR SERVICES, POSTINGS (INCLUDING ANY CREATIVE), ADVERTISER PRODUCTS OR SERVICES, OR ANY OF ACQUIRE INTERACTIVE'S SITES (INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OR ANY IMPLIED

WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, ACQUIRE INTERACTIVE MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF ITS SITES OR ORDERING PAGES WILL BE UNINTERRUPTED OR ERROR-FREE, AND ACQUIRE INTERACTIVE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

15.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, ACQUIRE INTERACTIVE WILL NOT BE LIABLE TO LEAD PROVIDER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR SERVICES, ARISING IN CONNECTION WITH THIS AGREEMENT, THE LEAD PROVIDER PROGRAM, OR THE ACQUIRE INTERACTIVE PRODUCTS OR SITES, HOWEVER CAUSED, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ACQUIRE INTERACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FURTHER, ACQUIRE INTERACTIVE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LEAD PROVIDER PROGRAM, OR THE ACQUIRE INTERACTIVE PRODUCTS OR SITES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE TOTAL COMMISSION FEES PAID TO THE LEAD PROVIDER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

15.3 No Guarantees. Acquire Interactive makes no warranties, guarantees, or representations regarding the revenue or profit the Lead Provider can make from the Lead Provider Program. Acquire Interactive makes no guarantees or representations regarding any information contained in any promotional material or oral communications made by any Company representative, its employees, or Lead Providers. Lead Provider assures that it has not relied upon any oral or written information provided by Acquire Interactive. Like any business, the success of the Lead Provider Program is very much in the hands of the Lead Provider to promote and expose their website to generate sufficient traffic to their site and/or advertisements to generate sales, and whatever else is required to generate income for the Lead Provider.

15.4 Benefit of the Bargain. The limitation of liability set forth in this Section 15 and the indemnification obligations set forth in Section 14 are an essential element of the benefit of the bargain reflected in this Agreement.

## **16. GENERAL MATTERS**

16.1 Entire Agreement. This Agreement sets forth the entire understanding of both parties hereto with respect to its subject matter and supersedes any and all previous contracts and covenants between both parties whether written or oral, with respect to such subject matter. This Agreement includes any Lead Provider Program Insertion Order(s) entered into by Lead Provider and Acquire Interactive. In the event of any inconsistency between an Insertion Order and the Agreement, the terms of this Agreement shall govern.

16.2 Dispute Resolution. Should a dispute arise between the parties, the Dispute shall be referred by each party to an officer/manager of its respective company with authority to settle the dispute and the two shall meet in an attempt to resolve the dispute.

16.3 Governing Law; Venue. It is mutually understood and agreed that this Agreement shall be governed, construed, understood, interpreted and enforced in all respects according to the law of the State of Nevada, without regard to any conflicts of laws principles. Furthermore, it is understood that this Agreement shall be treated as though it were executed in the County of Clark in the State of Nevada, and to have been performed in the County of Clark in the State of Nevada. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the Courts located in the County of Clark in the State of Nevada. If any proceeding is commenced in connection with this Agreement, the prevailing party will be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs, interest and necessary disbursements incurred in such action or proceeding.

16.4 The Parties' Relationship. Each party is an independent contractor and not a partner, joint venturer or employee of the other. Lead Provider will not make any statement, whether on the Lead Provider's Site or otherwise, that would cause confusion as to Acquire Interactive's or any Advertiser's relationship with Lead Provider or otherwise contradict anything in this Section.

16.5 Notices. All notices will be sent to the address or other contact information submitted by Lead Provider when signing up for the service by certified mail, fax, email or courier. All notices to Acquire Interactive shall be sent to 7455 Arroyo Crossing Pkwy, Suite 220, Las Vegas, NV 89113, Attn: Legal Department.

16.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

16.7 Force Majeure. Neither party will be liable to the other by reason of its failure to perform or its delay in the performance of its obligations hereunder as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, including but not limited to Acts of God, fires, storms, wars, governmental action, labor conditions, earthquakes, natural disasters, and interruption in internet service.

16.8 Captions. Captions contained in the Agreement are for reference purposes only and are not part of the Agreement.

16.9 Digital Signatures. In the event that Acquire Interactive is required to digitally sign or agree to additional terms when using Lead Provider's web site, whether before or after the execution date of this Agreement, both Lead Provider and Acquire Interactive acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot quickly be altered. Therefore, any terms which appear on Lead Provider's website shall be disregarded and deemed ineffective, being superseded by this Agreement.

16.10 Neither Party Considered the Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.11 Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default of that or any other provision. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

16.12 Assignment. This Agreement may not be assigned or otherwise transferred by Lead Provider without the express written consent of Acquire Interactive.

16.13 Survival. The provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination of this Agreement shall survive any termination of this Agreement. Without limiting the foregoing, Sections 14 and 15 shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of this day of           , 20   .

**LEAD PROVIDER:**

**ACQUIRE INTERACTIVE, LLC**

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Legal Approval

Approver: Brad Norton \_\_\_\_\_