

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made as of _____ (“Effective Date”) between **LEAD ECONOMY LLC** (“LE”), a Delaware limited liability company, with an address of 8 The Green, Dover, DE 19901 and **[COMPANY NAME]** (“CLIENT”), with its principal location at **[ADDRESS]**.

The terms and conditions contained herein supplement and supersede all prior agreements entered into by and between LE and CLIENT.

INTRODUCTION:

LEAD ECONOMY is in the business of advertising and marketing, responsible for generating marketing materials aimed at consumers who may be interested in unsecured loans and/or loan related products (“Loan Related Products”), and then transferring this consumer information to those third-party lenders who desire to offer these consumer Loan Related Products;

CLIENT is an entity that wishes to perform or receive a service related to LE’s current business practices, including but not limited to, one or more of the following services:

- Affiliate Marketing: via online, direct mail, electronic mail, or other fashion
- Lead Buying
- Advertising
- List Management

Therefore, in consideration of the promises and the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound as follows:

I. DEFINITIONS

- a. Lead – a consumer/individual who is interested in a Loan Related Product and completes and submits all of the required fields on the loan request form;
- b. Lead Data – any and all consumer data contained within the body of the consumer loan request form;
- c. Consumer Information – any and all information related to a consumer who has submitted an application for a Loan Related Product, including but not limited to personally identifiable information provided by the consumer, and any related information that may be used by LE, the lender, or other third parties, in aiding in data verification and/or the loan underwriting process;
- d. Click – action taken by a consumer to follow a link from an advertisement to the Advertiser’s website;

- e. Affiliate – an individual, or corporation, registered with LE via the affiliate signup process, responsible for the advertising and marketing of Loan Related Products or related services, using varied digital assets and channels;
- f. Lead Buyer – an entity or corporation that purchases Leads via the ping tree for evaluation based on their specific underwriting criteria, and potential offering of the Loan Related Product to that consumer;
- g. Advertiser – an individual or corporation that purchases clicks via the Cost Per Click (CPC) network of web URLs owned and operated by LE or its subsidiary;
- h. Service – one or more business practices offered by LE which CLIENT would like to participate in (i.e. Affiliate Marketing, Lead Buying, Advertising, List Management) as indicated in the applicable Insertion Order(s);
- i. Account – an interface on the applicable website(s) operated by LE which provides a summary of information associated with applicable Services.

II. SCOPE

- a. You agree that this Agreement will apply to all Services that you receive and/or participate in with LE and to any Account you establish with LE;
- b. Additional details shall be provided within an Insertion Order (IO);
- c. In the event of any conflict, the order of interpretation will be (1) this Agreement, (2) Insertion Order, and (3) the terms and conditions in any other written agreement that may be in place between the parties. The terms of any such agreements are considered confidential and independent of this Agreement.

III. ACCOUNT CREATION AND ACCESS

- a. To obtain an Account to access and use the Service, CLIENT may be required to provide information (such as identification or contact details) to register for the Service, or as part of continued use of the Service.
- b. CLIENT agrees to: 1) provide accurate, correct and up to date registration information, 2) promptly update LE if/when any change to the Account information occurs, 3) access the Account for the express and sole purpose defined within the Insertion Order(s), and for no other purpose, 4) set up and verify the Account and password settings, 5) maintain the confidentiality of passwords associated with its use and access of the Account, the Service and activities that occur under CLIENT's Account, and 6) that any changes that CLIENT may make to CLIENT's Account will become effective after the change is implemented by LE per CLIENT's instructions.

IV. BILLING AND PAYMENTS

- a. All compensation and payment terms are set forth in the applicable Insertion Order(s).
- b. Both parties will track the volume of compensable actions, such as Leads or Clicks. However, except as otherwise set forth herein, LE's internal tracking will be used to determine the number of compensable actions for billing and/or payment purposes.

- c. In case of any discrepancy between LE's tracking results and CLIENT'S tracking results, regardless of the size of the discrepancy, LE shall have final approval of the amount.
- d. Any billing or invoicing disputes must be raised within thirty (30) calendar days from the date of invoice. After 30 days from the date of invoice, all billing and tracking numbers shall be deemed final and irrevocable, and no refunds shall be issued.
- e. In the event that LE incurs expenses related to collection of any past due amounts, CLIENT will be responsible to pay LE's reasonable expenses associated with said collection including, but not limited to, reasonable attorneys' fees.

V. COMPLIANCE; AUDIT

- a. At all times CLIENT and LE shall comply with all applicable laws, statues, ordinances, regulations, and legal guidelines (collectively, "Laws") as well as the best practices as adopted by the Online Lender's Alliance, including any updates and amendments thereto now existing or hereinafter enacted or promulgated.
- b. LE retains the right to audit, or to have its agent or authorized representative audit, CLIENT'S books and records related to the transactions under this Agreement for the purpose of ensuring compliance with the terms of this Agreement, Service and/or any IO. The audit shall be conducted on a minimum of 24-hour notice to CLIENT and at regular business hours, and at LE's expense unless the audit reveals that CLIENT is in breach of this Agreement, IO, or any applicable policy of LE, in which case, CLIENT shall bear the costs of the audit.
- c. CLIENT agrees to undergo a compliance due diligence review as part of the onboarding process, and ongoing monitoring of its compliance with all applicable laws and terms of this Agreement. CLIENT will be asked to provide business licenses, its compliance policies, and other documentation necessary to complete the review. Therefore, CLIENT shall make all records and books related to this Agreement available for examination upon request by LE.

VI. TERM OF SERVICE; TERMINATION

- a. This Agreement will commence on the Effective date and will continue for a period of twelve (12) months, subject to the terms and conditions of this Section. The term of this Agreement will automatically renew for successive twelve (12) month periods.
- b. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any reason upon five (5) days prior written notice to the other party; provided, however, either Party may terminate this Agreement immediately upon prior written notice if it reasonably determines that to continue to provide or receive services may be in violation of: (a) any applicable regulations or laws; (b) a court order, judgment or regulatory agency directive; or (c) any material provision of this Agreement and/or any insertion orders.

VII. NON-SOLICITATION

- a. During the term of this Agreement and for a period of six (6) months after termination of this Agreement, CLIENT shall not knowingly and intentionally take any action to solicit any contractor, lenders, affiliates, sub-affiliates, advertisers or employee of LE.

- b. CLIENT expressly acknowledges that if it violates its obligations under this Section, LE will suffer irreparable injury that cannot be adequately addressed through the ordinary calculation of damages and LE shall, therefore, be entitled to:
 - i. Liquidated damages in the amount of one hundred percent (100%) of the compensation of the employer or contractor for the full six (6) month period of non-solicitation;
 - ii. Injunctive relief without the requirement to post a bond; and
 - iii. Any and all other remedies that LE may have at law or in equity.

VIII. CONFIDENTIAL INFORMATION

- a. "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 of this Agreement, the Service, any IOs, and any proposals or other documents that preceded this Agreement, including without limitation, the pricing of any services or Lead Data provided under this Agreement, any IOs, any proposals or other documents that preceded this Agreement.
- b. Confidential Information may take the form of: trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, 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).
- c. Owner's Confidential Information shall be treated as strictly confidential by Recipient, and Recipient shall protect and preserve its confidential nature.
 - i. 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.
 - ii. This clause shall be enforceable during the Term of this Agreement and will continue to remain enforceable after the termination of this Agreement.
- d. 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 to the Confidential Information.

- e. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner.
 - i. 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.

IX. INTELLECTUAL PROPERTY RIGHTS IN MARKETING MATERIALS

- a. From time to time each party may create marketing materials, including private label websites, banners, ads, and other creatives (“Campaign Material”).
- b. LE will retain all right and title to any and all Campaign Material it creates including, but not limited to, intellectual property rights therein, other than CLIENT’s trademarks.
- c. CLIENT may use LE trademarks only as directed by LE and as approved, in advance, in writing. Any uses of LE trademarks will (a) clearly identify LE as the owner of the LE trademarks, (b) conform to such trademark guidelines as LE may provide to CLIENT, and (c) otherwise comply with all notice or marking requirements under federal law. Before distributing any materials making a new use of an LE trademark, CLIENT will deliver a sample of the new use to LE for LE’s prior express written approval.
- d. LE will obtain prior express written approval from CLIENT before using CLIENT’s trademarks or other intellectual property.
- e. No content or Campaign Material provided by one party to the other will be modified in any manner without the other party’s written consent.
- f. Each party further represents and warrants that its Campaign Materials will not violate the intellectual property, privacy or other rights of any person.

X. USE OF LEAD DATA

- a. CLIENT shall not: (i) transfer, export, display, forward, or otherwise share any Leads, Lead Data, or Consumer Information, to, or with, any third party that is not involved in processing the particular loan request required by the consumer; or, (ii) use any Lead Data or Consumer Information on CLIENT’s own behalf in any manner not expressly authorized by LE. The third parties are limited to those that take an active role in aiding in the loan underwriting decision process, or are involved in the business operations of the CLIENT and have been disclosed to LE as part of either the CLIENT onboarding process or through continued compliance monitoring. CLIENT acknowledges that the transfer, export, display, forward, or otherwise sharing of any such Lead Data or any Consumer Information, to or with any third party, as well as, the use of any Lead Data or Consumer Information on CLIENT’s own behalf in any manner not expressly authorized by LE will cause LE to incur

substantial economic damages, and losses of types, and in amounts, which are impossible to compute and ascertain with certainty as a basis for recovery by LE of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, CLIENT agrees that liquidated damages may be assessed and recovered by LE as against CLIENT and without LE being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, if CLIENT violates Section X of this Agreement ("Data Ownership Violation"), as determined solely by LE, CLIENT shall be liable to LE for payment of liquidated damages in the amount of \$1,000.00 for each Data Ownership Violation, and LE may terminate this Agreement immediately without notice at its sole discretion. For purpose of this Agreement, a violation shall be deemed to have occurred for every individual instance Lead, Lead Data or Consumer Information is transferred, exported, displayed, forwarded or otherwise shared with a third party, and/or any use by CLIENT inconsistent with the terms of this section. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

XI. CLIENT RESPONSIBILITIES

- a. CLIENT agrees that it shall not, directly or indirectly, reverse engineer, decompile, disassemble the Lead, any associated Lead Data, or any of the information that was presented or displayed by LE, and that it shall not otherwise attempt to derive source code, other trade secrets of LE.
- b. If CLIENT is involved in purchasing Lead Data, CLIENT acknowledges that it has no ownership rights or interests in a Lead or any Lead Data that is presented or displayed, but not purchased ("Rejected Lead"). CLIENT agrees to immediately wipe, erase or otherwise delete Rejected Lead(s) and all associated Lead Data, from its database and other similar systems.
- c. If CLIENT is involved in purchasing Lead Data, CLIENT shall not market to or contact any Rejected Leads for any purpose, unless required by law to provide necessary notices related to credit and credit underwriting. Otherwise, LE reserves the right, in its sole discretion, to immediately terminate this Agreement and seek all remedies available at law and at equity, including notification of appropriate state, federal and other regulatory authorities.
- d. If CLIENT is involved in purchasing Lead Data, CLIENT will not use or disclose the fact that any particular Lead or Lead Data was presented or displayed to CLIENT by LE without first notifying LE of the requesting party and allowing time for any applicable objection to be made to disclosure.
- e. CLIENT shall only use the Services for lawful purposes, in compliance with all applicable laws, regulations, ordinances, orders, rulings, findings, guidelines, procedures, and all other applicable requirements, including, but not limited to those issued by the Federal Trade Commission and its state and local equivalents, The Uniform Deceptive Trade Practices Act or other similar legislation that is in effect in every jurisdiction in which CLIENT does business, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) deceptive advertising, storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm.

XII. REPRESENTATIONS AND WARRANTIES

- a. Each party represents and warrants that:
- i. It has full power and authority to enter into this Agreement and has duly and validly authorized this Agreement.
 - ii. It has obtained any necessary permission needed to transfer and/or receive all Lead Data and Consumer Information under this Agreement.
 - iii. It 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 Lead Data and any Consumer Information; (b) protect against anticipated threats or hazards to the security or integrity of Lead Data and Consumer Information; and (c) protect against unauthorized access or use of Lead Data and Consumer Information that could result in substantial harm or inconvenience to any consumer.
 - iv. Each party 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 Lead Data.
 - v. In the event of any compromise of Lead Data, the compromised party shall notify the other party within twenty-four (24) hours. All expense related to required notifications and remedial measures, as necessary shall be borne by the compromised party.
 - vi. It maintains all necessary licenses and registrations to engage in the activities contemplated under this Agreement;
 - vii. Its marketing and transactional communication to any Lead will comply with all applicable laws, rules and regulations. Each party represents and warrants that it will fully comply with the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1994, the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991 (“TCPA”), the Federal Communications Commission’s rules promulgated pursuant to the TCPA, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM Act”), and the Federal Trade Commission’s rules promulgated pursuant to the CAN-SPAM Act.
 - viii. On every website at which it collects or processed Lead Data or Consumer Information, a privacy policy and website terms and conditions of use will be posted. These policies shall accurately describe data collection, storage and data sharing procedures, and will comply with all applicable law. Such policies will be provided upon request of either party or the request of the consumer.
 - ix. Neither party use any fraudulent or deceptive means to perform Services under this Agreement.
- b. If CLIENT is performing advertising and marketing services as an Affiliate:
- i. Display of the Campaign Materials remains subject to LE’s approval and in any event, shall not be associated with or in connection to:
 1. Pornographic material;
 2. Racial, sexist, political, religious discrimination, hate words, or other objectionable content;

3. Offensive, graphic, or explicit displays of violence, death, injury or obscenity;
 4. Defamatory statements regarding persons, businesses, or other entities;
 5. Threats of physical harm to others;
 6. Promotion of unlicensed or unregulated investment opportunities;
 7. Promotion of materials connected with illegal purposes;
 8. Is unfair, deceptive, or misleading.
- ii. CLIENT shall not, or permit or allow any other person or entity to:
1. Use any deceptive or misleading methods or tactics, including the use of any robot, program, script or any similar method, to inflate the number or amount of Leads or Clicks;
 2. Market to IP address that have bot activity, pay-per-view or pay-per-surf programs, or obtain Leads or Clicks from public or open proxy servers;
 3. Delivering advertisements to a user through controlling or forceful means such that the user cannot close the advertisement without terminating browser sessions or powering off the computer;
 4. Generate any fraudulent and call center generated Leads and anything that uses IP spoofing; not only this type of Leads or Clicks is non-payable but it holds risk to create liquidated damages to our brands; and
 5. Infringe or violate the rights, including intellectual property rights, of any third party.
- iii. Affiliate understands and agrees the use of Campaign Materials is intended to generate Leads for LE and LE's Advertisers/Lead Buyers, and Affiliate may not use the Campaign Material or the Leads or any Lead Data obtained therefrom for any other purpose.
- iv. Affiliate understands and agrees that LE reserves the right to (i) delay, hold or decline to pay or otherwise compensate the Affiliate for any Leads generated using fraudulent means, or in violation of applicable law; (ii) set off against any future payments owed to Affiliate or seek reimbursement for Leads generated using fraudulent means, duplications or inaccuracies, technical errors, tracking discrepancies, and (iii) set off or seek reimbursement for any payments made in violation of these terms and conditions.
- c. If CLIENT is directly offering Loan Related Products to consumers as a Lead Buyer:
- i. CLIENT's offering and delivery of any Loan Related Product to a Lead will comply with all applicable laws, rules, regulations, court orders, judgments and decrees including, but not limited to, laws relating to usury, the Fair Credit Reporting Act (as amended by the Fair and Accurate Credit Transactions Act of 2003), the Federal Trade Commission Act, the Gramm-Leach-Bliley Act, the Equal Credit Opportunity Act, the Truth In Lending Act, all regulations promulgated pursuant to the foregoing acts, Section 5 of the Federal Trade Commission Act, and state unfair and deceptive acts and practices statutes.
 - ii. CLIENT shall be solely responsible for setting all the terms, conditions and features of the Loan Related Products it is offering to consumers, including, but not limited to, consumer disclosures, loan amounts, fees, interest and other charges associated with

- the loans or financial product, interest rates, credit limits and credit standards for any and all Loan Related Products offered to consumers.
- iii. CLIENT shall be solely responsible for providing consumers with an application for the extension of credit in the form of a loan or other financial product that is compliant with all applicable state and federal laws, rules and regulations, and further represents, warrants and covenants that it will not discriminate against any person during the credit application process on any “prohibited basis” as such term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B.
 - iv. CLIENT shall be solely responsible for funding any extension of credit, whether via loan or other financial transaction, as well as the debt collection thereof, and further represents, warrants and covenants that such funding and collection will comply with all applicable state and federal laws, rules and regulations, including but not limited to, any and all Automated Clearing House (“ACH”) guidelines, rules and regulations, NACHA (the Electronic Payments Association) rules and regulations, and the Expedited Funds Availability Act, Electronic Funds Transfer Act, Fair Debt Collection Practices Act, and any rules, regulations and official interpretations promulgated thereunder.
 - v. CLIENT shall be solely responsible for setting any and all credit underwriting standards for any and all Loan Related products. Additionally, CLIENT represents, warrants and covenants that it will be solely responsible for ensuring that its underwriting standards are in compliance with any and all applicable state and federal laws, statutes and regulations.
 - vi. CLIENT shall provide any person denied an extension of credit with an appropriate notification of action taken on a credit application, as may be required by applicable law, including without limitation an adverse action letter, notice of incomplete application, or similar notification compliant with any and all applicable federal and state laws, statutes and regulations.
 - vii. CLIENT will obtain an express written consent from any Leads it plans to contact electronically, including via email, SMS and telephone calls, and each consent shall be in accordance with applicable laws, rules, and regulations, including TCPA and CAN-SPAM.

XIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. CLIENT understands and agrees that LE does not verify and has no responsibility for the accuracy of Lead Data, Clicks, eventual sale(s), conversion(s) or other performance on the part of any Lead or Click;
- b. CLIENT understands, agrees and acknowledges that all Leads, any associated Lead Data, Clicks, any of the information that is presented or displayed by LE, underlying software and any and all other information, creative or content provided by LE hereunder are provided on an “**AS IS**” and “**AS AVAILABLE**” basis;
- c. LE disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-

- infringement and title, and any warranties arising from a course of dealing, usage, or trade practice;
- d. CLIENT understands, agrees and acknowledges that CLIENT'S use of the Leads, any associated Lead Data, Clicks, and any of the information that is presented or displayed by LE is at CLIENT'S own risk;
 - e. LE makes no representations or warranties to CLIENT with respect to preferred volume levels for Lead or Click delivery or any results obtainable through the Leads, underlying software, invoices, its tracking methods or otherwise;
 - f. LE makes no representations or warranties to CLIENT that the performance of its obligations under this Agreement will generate any number of Leads or produce any level of profit or business or that any defined action will lead to further conversions or economic benefit;
 - g. Leads, Lead Data, underlying software, invoices and/or tracking methods may contain bugs, errors, problems or other limitations. Without limiting the generality of the foregoing, LE disclaims any and all warranties, express and implied, that CLIENT's use of the Leads, Lead Data, underlying software, invoices and/or tracking methods will be uninterrupted or error-free or that Leads will contain accurate information;
 - h. No advice or information, whether oral or written, obtained by CLIENT from LE shall create any warranty, representation and/or guarantee not expressly stated in this Agreement;
 - i. CLIENT ACKNOWLEDGES AND AGREES THAT LE'S SOLE AND EXCLUSIVE OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS SECTION. LE DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
 - j. IN NO EVENT WILL EITHER PARTY, ITS RELATED COMPANIES, OR EACH SUCH COMPANY'S RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, DISTRIBUTION PARTNERS OR AGENTS BE LIABLE FOR ANY LEGAL FEES OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE, PROFITS, USE OR DATA), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CLIENT AGREES THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK AND ARE REFLECTED IN THE FEES AGREED UPON BY THE PARTIES. Other than for gross negligence and willful misconduct and except for CLIENT'S indemnification obligations under this Agreement, in no event will either party's liability exceed \$1,000.00USD.

XIV. INDEMNIFICATION

- a. Each party (the “Indemnifying Party”) will defend, indemnify, and hold harmless the other party, its related companies, and each such company’s respective directors, officers, members, shareholders, technology, employees, affiliates, agents and permitted successors and assigns from and against all claims, actions, losses, liability, damages, costs and expenses (including reasonable attorneys’ fees and expenses) (collectively “Claims”) attributable to any claim made by a third party arising out of: (i) the Indemnifying Party’s negligence or intentional misconduct; (ii) the Indemnifying Party’s failure to perform any of its obligations under this Agreement; or (iii) any breach of any representation, warranty or covenant contained herein by the Indemnifying Party.
- b. In addition, CLIENT will defend, indemnify and hold harmless LE, its related companies, and each such company’s respective directors, officers, shareholders, employees, affiliates, agents, representatives, and permitted successors and assigns from and against liabilities arising from: (i) any Claim related to the Loan Related Products and/or any other products or services provided by CLIENT; (ii) any Claim related to any actual or alleged defamatory or illegal material provided by CLIENT for placement on, or in connection with LE; (iii) any Claim that CLIENT and/or Loan Related Products violate any state or federal laws including, but not limited to, laws pertaining to usury; (iv) any Claim that CLIENT and/or the Loan Related Products are in violation of the representations and warranties in this Agreement; and (v) any Claim related to any Campaign Material provided by CLIENT hereunder which actually or allegedly infringes on the intellectual property or personal rights of a third party.
 - i. The indemnified party agrees:
 1. To promptly notify the other party in writing of any claim that it becomes aware of and provide the other party with the opportunity to defend or negotiate a settlement of any such Claim at that party’s expense; and
 2. To cooperate fully with the other party, at that other party’s expense, in defending or settling such Claim.
 3. Subject to the following reservations:
 - a. the indemnified party reserves the right, at its own expense, to assume the exclusive defense and control of any Claim subject to indemnification by LE hereunder;
 - b. the indemnified party shall not make any settlement of any claims which might give rise to liability of the Indemnifying Party hereunder without the prior written consent of the Indemnifying Party; and
 - c. The Indemnifying Party shall not make any settlement of any claims which give rise to or impose any liability or obligations on the indemnified party without the prior written consent of the indemnified party, such consent not to be unreasonably withheld.

XV. NOTICE

- a. Any notice under this Agreement must be in writing and will be deemed to have been duly delivered if hand-delivered, mailed postage-prepaid to the respective address of each party

set forth below, or to such other address as either party may designate, or sent by verified electronic mail transmission to the email address identified.

Lead Economy LLC
13115 NE 4th Street, Suite 220, Vancouver WA 98684
support@leadeconomy.com

CLIENT [CLIENT NAME]
[INSERT ADDRESS AND CONTACT INFORMATION]

XVI. GOVERNING LAW. DISPUTE RESOLUTION

- a. Before undertaking any arbitration or litigation, the parties will make reasonable efforts to resolve all disputes informally, including but not limited to, a conference meeting between executive officers of LE and CLIENT who have authority to resolve the dispute. If such officers are unable to reach an agreement within forty-five (45) days of such referral, then either party may pursue whatever remedies or rights it may have under law or in equity. No action arising out of this Agreement, regardless of the form of action, may be brought by CLIENT more than one (1) year after the cause of action occurred. CLIENT hereby waives any statute of limitations to the contrary.
- b. This Agreement shall be governed, interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware without regard to conflicts of law provisions thereof. Each party agrees that any controversy or claim between the parties will be determined first pursuant to Section XV (a) of this Agreement and secondly, if that fails, by either arbitration or litigation in the courts located in Dover, Delaware, and hereby consent to the jurisdiction of such courts, and agree to waive any forum non-convenient issues. In the event any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.
- c. If any litigation or arbitration 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, as determined by the applicable court or arbitrator.

XVII. GENERAL PROVISIONS

- a. Except as otherwise provided for in this Agreement, any amendment or modification to this Agreement must be in writing and signed by both parties.

- b. The waiver or failure of either party to exercise any rights provided for in this Agreement will not be deemed a waiver of any further or future right under this Agreement.
- c. The invalidity or unenforceability of any term or provision in this Agreement will not affect the validity or enforceability of any other term or provision in this Agreement.
- d. If CLIENT is more than one person or entity, each person or entity, as a signatory to this Agreement, agrees to be jointly and severally liable for all of CLIENT's obligations under this Agreement.
- e. This Agreement is the final, full and exclusive statement of agreement between LE and CLIENT with respect to the subject matter set forth herein.
- f. This Agreement may be executed in counterparts and, when fully executed, will be deemed effective on the Effective Date. The executed Agreement may be delivered by electronic mail and may contain electronic signatures.
- g. The relationship of LE and CLIENT established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other. Neither party shall make any representations, warranties or covenants, or assume or create any obligations, on the other party's behalf. Each party shall be solely responsible for the actions of its respective employees, agents and representatives.
- h. 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, including but not limited to the provisions regarding Confidentiality, Damages, Indemnification and Warranties.
- i. Captions and section numbers are used in this Agreement for convenience only and may not be used in the construction or interpretation of this Agreement.
- j. 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 grounds that such provision was drafted by the other.
- k. LE will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, labeled *force majeure*, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet.
- l. CLIENT agrees that there are, and shall be no third-party beneficiaries of CLIENT to this Agreement, including but not limited to CLIENT's insurance providers or CLIENT's consumers or customers.
- m. Any business partners, associates or third-party affiliates of CLIENT that participate in or perform any obligations under this Agreement shall be deemed "Third Parties." CLIENT acknowledges and agrees that it shall be solely responsible for ensuring that each Third Party is bound by, and complies with, the terms of this Agreement and any and all applicable state and federal laws. CLIENT shall indemnify LE from all acts of its Third Parties without limitation.
- n. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld;

provided, however, that LE may, no less than ten (10) days after providing written notice to CLIENT, assign this Agreement and its obligations. Any assignment in violation of this provision is void ab initio. This Agreement shall be binding on each party’s successors and permitted assigns.

- o. This Agreement is executed by the parties to evidence their mutual intent to create binding obligations by means of execution of documents. Reference to the word “documents” in this paragraph will mean this Agreement, any amendments to this Agreement, all applicable IOs and any amendments to the same, and any other agreements that LE may make available from time to time. All documents properly executed by means of facsimile, electronic facsimile, electronic signature or transmitted as set forth in this Agreement shall be considered, in connection with any transaction or this Agreement, to be a “writing” or “in writing”, and any such document shall be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- p. If this Agreement is to be signed electronically, then CLIENT agrees that CLIENT’s electronic signature shall have the same force and effect and will bind CLIENT to this Agreement in the same manner and to the same extent as a physical signature would do, in accordance with the spirit of the Electronic Signatures in Global and National Commerce Act (“ESIGN”), which the parties agree is sound business practice and wish to apply to all documents referenced herein.
- q. CLIENT also agrees that this Agreement and all related documents are electronic records and that, as such, they may be transferred, authenticated, stored and transmitted by electronic means.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the first date shown above.

<p>I/We have read and understand the foregoing terms and agree to them.</p> <p>Lead Economy, LLC</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>	<p>I/We have read and understand the foregoing terms and agree to them.</p> <p>CLIENT – [COMPANY NAME]</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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