

Thank you for signing up with the Leads Direct Network!

Please print the attached Usage Agreement, review it and sign page 4, and return all pages via facsimile to (949) 640-8307

To prevent credit card fraud, we contact our customers to verify the information on this agreement. Please enter below a phone number where you can be reached.

Phone: _____

As per the terms of service of our site, you will be able to purchase an initial five leads as a sample, but will not be able to purchase any additional leads, or request any returns until we have your signed usage agreement on file.

If there are any questions, we may be reached by e-mail at: ClientService@leads-direct.org

This Usage Agreement ("Agreement") is made ____/____/____, between iLeads.com, LLC ("us", "iLeads" or "Disclosing Party") and _____ ("you", "Client" or Receiving Party).

RECITALS

- A. iLeads markets sales leads ("Leads") to registered agents / brokers.
- B. Client is an agent / broker licensed and registered, to market and sell those products, in the states, that they have set forth on the client's profile.
- C. Client desires to purchase Leads from iLeads on the terms and conditions set forth in this Agreement, on the website(s), and per the client profile.
- D. Client agrees that this agreement shall be deemed fully applicable and enforceable for Client's access and use of any, or all of the following website(s):
 - 1. AutoInsuranceLeadsDirect.com
 - 2. HomeownersLeadsDirect.com
 - 3. LifeLeadsDirect.com
 - 4. HealthLeadsDirect.com
 - 5. DisabilityLeadsDirect.com
 - 6. MortgageLeadsDirect.com

AGREEMENT

1. LEADS

iLeads will provide Leads to Client in the quantity, territory, of the type, and in the manner as select by the client on the website and indicted in the customer profile. Leads will be delivered and paid for in quantities as selected on the site. Each Batch of Leads will be delivered immediately after payment. If any Batch is delivered short the quantity paid for, you must notify us in writing by fax or email within 24 hours after receiving the short Batch, or it will be conclusively deemed that you received the number of Leads stated in the written transmission, which accompanied the Batch. Leads will be delivered at the time of payment via the method selected in the customer profile. While we will endeavor to have available Leads in a timely manner and quantities, because Leads are harvested and distributed on a daily basis, you can expect that availability will vary.

2. MEMBERSHIP

By completing the customer profile, selecting leads for purchase, and signing this agreement, you have become a 'regular member' and are agreeing to the terms of the web site. These terms and conditions may be changed at the discretion of the administrators of this site. It is up to each individual to refer to the site for any amendments.

3. PAYMENT

By signing below you and/or the account holder are authorizing iLeads, LLC to debit (per card issuer's agreement):

- a. The credit card account indicated below, or
- b. The credit card account that you have provided in your customer profile, or
- c. The credit card account that you have provided at the time of purchase while using the site.

All fees will be automatically billed against the credit card account prior to delivery of the selected leads. iLeads does not provide cash, credit to the credit card, or other monetary refunds for any lead purchase. iLeads will only provide credit(s) to your customer account for use in additional lead purchases.

4. LEAD REPLACEMENT POLICY

iLeads will replace a lead under the following conditions:

- a. The consumer has given us bad contact information (i.e. phone number not in service)
- b. The lead is a fictitious person or agent
- c. The lead is a duplicate for one that you have already purchased on this web site

To submit a lead for replacement, simply go to the "replace a lead" page. To obtain replacement Leads you must enter the replacement per the websites process within 2 calendar days of your receipt of the lead. Please note, allow up to two business days for lead replacements to be approved. Users have to be "regular" members of this site to input replacement requests. If you are a guest member, (someone who has not returned our usage agreement), you will not be able to request replacements. Replacements will be approved or rejected with 72 hours. "Difficulty making contact with a Lead, or Leads not returning messages do not fit within the replacement policy." For all approved replacements, the dollar amount paid for the lead(s) will be credited to the customers account for additional lead credit. **NO CASH, CREDIT TO THE CREDIT CARD, OR OTHER MONETARY REFUNDS WILL BE GIVEN. CREDIT WILL BE ISSUED FOR ADDITIONAL LEAD PURCHASES ONLY.** iLeads retains the right to audit and reverse approved replacements.

5. WARRANTY

Other than as stated in this contract, iLeads make no guarantee or warranty as to the quality or content of the leads or the success of the client using the leads.

6. LICENSED AGENT

Client warrants and represents to iLeads that he/she/it is licensed, appointed and legally entitled to advertise and sell each type of product or service that Client will market or sell to Leads purchased under this Agreement to consumers in the states selected by the client and listed in the client profile. Client agrees to immediately advise iLeads in writing concerning any change in his/her/ its licensing or appointment status and to change their customer profile.

7. GENERAL

- a. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California, regardless of the law, choice of law, or conflict of laws of any other jurisdiction.
- b. **Dispute Resolution.** The parties hereto agree that any controversy arising out of this Agreement and involving a claim of more than \$5,000, exclusive of costs or attorney's fees, shall be settled by binding arbitration at Irvine, California, in accordance with the rules of the American Arbitration Association, and judgment entered upon the award rendered may be enforced by any court of competent jurisdiction in Orange County, California, and you hereby agree to the exercise of personal jurisdiction over you by the federal or state courts in Orange County, California. The arbitration shall be conducted by one arbitrator agreed to by each party within thirty (30) days following notice by one party that it desires that the matter be arbitrated. If the parties are unable to agree upon an arbitrator, then the Irvine Office of the American Arbitration Association shall select one arbitrator. The parties agree that an arbitrator shall be deemed qualified to serve hereunder only if the arbitrator is a retired judge who served as a state or federal judge for more than five (5) years and has relevant experience in business law matters. The cost of the arbitration and the arbitrator shall initially be paid equally by the parties. However, as part of the award, the arbitrator shall award the prevailing party the cost of the arbitration and the arbitrator and that party's reasonable attorney's fees and costs.. Discovery shall be available under AAA's rules. Expressly excluded from this paragraph are actions by iLeads to recover liquidated damages under paragraph 3 of this Agreement.
- c. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce the terms of this Agreement, or in any action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the party may be entitled.
- d. **Compliance with Laws.** At its own expense, each party shall comply with all applicable laws, regulations, rules, ordinances and orders regarding their activities related to this Agreement.
- e. **Notice.** Any notices hereunder shall be given to the appropriate party at the address on the signature pages hereto or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt (by person or machine); or if sent by overnight courier service, on the day of delivery.
- f. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, (i) the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.
- g. **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, employee/employer or franchisor / franchisee relationship is intended or created by this Agreement. Neither party shall have, nor shall any such party hold itself out as having, any authority to bind or act for, or to assume any obligations on behalf of, or to make any warranty or representation on behalf of the other party.
- h. **Third Party Beneficiaries.** No person who is not a party to this Agreement shall have or acquire any rights by reason of this Agreement nor shall any party hereto have any obligation or liability whatsoever to any such person by reason of this Agreement.

i. Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written approval of the other party, except that (i) iLeads may assign its rights and obligations hereunder to an affiliate of iLeads provided that iLeads remains jointly and severally liable with respect to such obligations and (ii) iLeads may assign all its rights and delegate all its obligations to an entity acquiring all or substantially all of iLeads assets or business (whether accomplished as a sale of assets or through a merger or reorganization). Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement is binding on and shall inure to the benefit of the parties and their respective successors and assigns.

j. Entire Agreement. This Agreement (including the exhibits and appendices hereto) sets forth the entire understanding and agreement, and supersedes any prior agreement or understanding (oral or written), between iLeads and Client with respect to the subject matter hereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. In executing this Agreement, each party has had such independent advice and counsel of its attorneys and advisors as it has deemed necessary, with respect to the advisability of executing this Agreement, and each party has executed this Agreement willingly, without fraud, duress or undue influence. This Agreement shall control over any conflicting provisions of any purchase order, invoice, acknowledgment or similar document, and such provisions are expressly rejected. This Agreement may be amended only in a writing signed by both parties. Either party's failure to act with respect to a breach by the other party or others does not waive its right to act with respect to subsequent or similar breaches.

k. Expenses. Except as otherwise expressly set forth in this Agreement, all legal, accounting and other costs and expenses incurred in connection with the transactions contemplated hereby shall be paid by the party incurring such costs or expenses.

l. Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. Fax signatures will be considered original signatures.

8. INDEMNITIES

Each party agrees to defend and indemnify the other for any claims, damages, costs and expenses (including the cost of all attorneys' fees) relating to any claims or losses arising out of or associated with that party's performance under this Agreement.

9. NON-DISCLOSURE

The purpose of this paragraph is to prevent the unauthorized disclosure or use of "Confidential Information" (as defined below) of the Disclosing Party, which may be disclosed to the Receiving Party for the purpose of establishing or maintaining a business relationship or negotiating or performing any contract or agreement between the Disclosing Party and the Receiving Party. For purposes of this Agreement, Confidential Information shall include, without limitation, customer lists, marketing strategies, methods of obtaining new customers, non-public financial and commercial information and other "trade secrets". As an inducement to the Disclosing Party to disclose Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

a. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for Disclosing Party's sole and exclusive benefit.

b. The Receiving Party shall not, without prior written approval of the Disclosing Party, publish or otherwise disclose to others, for their benefit, or to the detriment of the Disclosing Party, any of the Confidential Information.

c. The Receiving Party shall take all necessary action to protect the confidentiality of the Confidential Information and only disclose it to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of the Receiving Party in the establishment or maintenance of a business relationship or the negotiation or performance of any contract or agreement with the Disclosing Party.

d. The Receiving Party shall take all necessary action to protect the confidentiality of the Confidential Information, and agrees to indemnify and defend the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

e. Receiving Party's obligation to not disclose Disclosing Party's Confidential Information shall continue in full force and effect until two (2) years after the Disclosing Party and Receiving Party cease to do business, except that the Receiving Party's described obligations shall not extend to any of the Confidential Information that the Receiving Party can demonstrate was in the public domain on the date of this Agreement.

f. The Receiving Party shall return to the Disclosing Party all confidential information immediately upon termination of their business relationship.

g. Notwithstanding the provisions of Paragraph 5b, above, the Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction in Orange County, California for immediate injunctive relief. Receiving Party further agrees that Disclosing Party's bond in connection with any injunctive relief granted to the Disclosing Party shall be the sum of Five Thousand Dollars (\$5,000). Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

h. Receiving Party's described obligations shall be binding on the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

By signing below you and/or the account holder are authorizing iLeads, LLC to debit (per card issuer's agreement):

1. The credit card account indicated below, or
2. The credit card account that you have provided in your customer profile, or
3. The credit card account that you have provided at the time of purchase while using the site.

All fees will be automatically billed against the credit card account prior to delivery of the selected leads. iLeads does not provide cash, credit to the credit card, or other monetary refunds for any lead purchase. iLeads will only provide credit(s) to your customer account for use in additional lead purchases.

CREDIT CARD PAYMENT INFORMATION:

Billing Name: _____

Billing Address: _____

Card Number: _____

Expiration Date: ____/____/____

Client

Date: ____/____/____

Signed: _____

Printed Name: _____

Title: _____

iLeads.com LLC

Date: ____/____/____

Signed:  _____Printed Name: **Drew Warmington** _____Title: **Managing Partner** _____**Card / Account Holder (if different from Client)**

Date: ____/____/____

Signature: _____

Printed Name: _____

Thank you for your business!

The Leads Direct Network Team