



LEAD VENDOR AGREEMENT

Please read this Lead Vendor Agreement ("Agreement") carefully before accessing or using this Website NextWaveMarketingStrategies.com ("Site") or sending any attachments containing "leads" or data to Next Wave. This Lead Vendor Agreement is intended to be a binding contract between the person and/or company (hereinafter, "Vendor") and Next Wave Marketing Strategies, a Texas sole proprietorship, with its principal place of business located at 2705 Grimes Ranch Rd Austin, TX 78732(hereinafter, "Next Wave"). Please read this agreement carefully. Checking the checkbox next to 'I agree' during online vendor account signup process to signify your agreement to the terms of this lead vendor agreement and/or delivery of leads to Next Wave indicates your agreement and affirms you are authorized to approve this transaction on behalf of the company that you represent.

RECITALS

WHEREAS, NEXT WAVE, among other things, is an aggregator of mortgage loan request information, debt help request information, and loan modification request information; and

WHEREAS, VENDOR is a United States based lead generation firm and/or wholesale seller, broker or reseller of data collected from consumers requesting information about mortgage refinance, debt settlement, loan modification, or other financial services and

WHEREAS, VENDOR has all necessary legal right of ownership to the mortgage loan refinance, debt help, or loan modification request data and the authorization from the consumer to sell and distribute such data; and

WHEREAS, the parties wish to establish a business relationship pursuant to which VENDOR distributes its consumer mortgage loan refinance or debt help request information to NEXT WAVE in exchange for a fee paid to VENDOR by NEXT WAVE.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, including those contained in Exhibits A & B attached hereto and incorporated herein by this reference, and other valuable consideration, the sufficiency of which is hereby acknowledged and subject to the terms and conditions hereof; the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the terms set forth below shall have the following meanings:
 - 1.1. "Direct Posting" shall mean the transfer of Leads in real-time from VENDOR to NEXT WAVE.

1.2. "Lead" or "Leads" shall mean a data file containing a financial services request(s) and contact information submitted by a consumer over the age of 18, submitted via the internet directly to VENDOR or through a VENDOR controlled affiliate that includes at a minimum all data fields called for in Exhibit A and that is sold and distributed by VENDOR to NEXT WAVE according to the provisions of this Agreement.

1.3. "Lead File" shall mean an excel file, real-time posted Lead or Linked Consumer to a NEXT WAVE landing page.

1.4. "Lead Upload Web Site" shall mean the Web site where VENDOR shall upload the Lead File.

1.5. "Valid Lead" shall mean a Lead(s); that were lawfully obtained by VENDOR in compliance with current U.S.A. law, including but not limited to those laws and regulations set forth in section 5 of this Agreement.

Lead(s) are not considered valid if any of the following is present: Lead(s) are generated in breach of any term of this Agreement; Lead does not contain all of the criteria set forth in Exhibit A or Next Wave approved criteria in vendor login area of website; Lead(s) are not exclusively sold to NEXT WAVE unless otherwise stipulated in Exhibit A or in VENDOR's invoice to NEXT WAVE as being sold as non exclusive; the Lead(s) is represented as "real-time" and delivered to NEXT WAVE more than two (2) hours after consumer submission; is from an underage applicant, non-property owner (except for Purchase Lead(s) in the rare instance where NEXT WAVE is considering them to be valid leads), for a mobile home, commercial property, raw land, manufactured home, trailer, or for a construction loan; debt lead with below \$10,000 debt amount, the Lead(s) does not contain a date/time stamp and U.S. based IP address for the actual consumer (time stamp and IP address requirement will at times be waived as long as the VENDOR can provide time stamp and IP address information at a future date upon request or in rare case where permission has been given to generate leads offline; the Lead(s) does not contain information on Internet landing page the leads were generated on (this requirement will at times be waived as long as the VENDOR can provide landing page information at a future date upon request or in rare case where permission has been given to generate leads offline;

Lead is on a state or federal Do Not Call list and does not fall within safe harbor guidelines.; Lead is found to be have been generated by companies headquartered outside of the U.S.A. or generated from websites operating outside of the U.S.A.; City/State/Zip/Area code match invalid; Area code/Prefix match, invalid; incomplete information in the lead(s), lead(s) data is outside of contracted criteria; Lead(s) is a duplicate of a lead already in the NEXT WAVE database; Lead(s) contains bogus names or contact data; Lead(s) received that exceed the daily quota maximum unless otherwise pre-approved by NEXT WAVE, Leads generated through telemarketing unless permission given specifically in writing ; Lead(s) generated from an unlawful commercial email (SPAM), Lead(s) generated from coreregistrations, online surveys, or incentivised advertisement or promotion which may include but are not limited to free merchandise, cash, coupons, discounts, drawings, sweepstakes or contests, Lead has been generated through an advertisement making partially true claims (e.g. "30-year fixed loans at 3.5%", "reduce your debt by xx%", "we can stop or reduce creditor calls", "secret programs"), and leads in which consumer represents to our Call Center Verification

Department that they Never Applied or Changed their Mind or applied on a date other than the date specified in the lead data.

1.5.1 Only Valid Leads, as determined by NEXT WAVE according to the terms of this Agreement, shall be eligible for compensation. Leads originally considered valid under Section 1.5 above and later discovered to be invalid as a result of intentional or negligent acts by VENDOR or VENDOR'S affiliate to mask or otherwise hide the true nature of the Lead(s) delivered and paid for from NEXT WAVE, shall be retroactively characterized as invalid and in addition to all other remedies afforded by this Agreement, an immediate refund of any and all compensation paid by NEXT WAVE to VENDOR shall be made by VENDOR directly or through a deduction from a subsequent payment by NEXT WAVE to VENDOR as set forth in Section 3 of this Agreement. All disputes by VENDOR to any determination of invalidity must be in writing and include documented proof of the validity of the lead data within three (3) business days of the determination the Lead(s) was invalid.

1.6 "VENDOR Website" shall mean any website owned and operated by VENDOR used to obtain Leads from consumers.

1.7 "Affiliate Website" shall mean any website used to obtain leads data from consumers that is owned, operated or used by an affiliate of VENDOR for the purpose of supplying leads to VENDOR.

2. Purchase of Leads and Validation of Leads. NEXT WAVE agrees to purchase Leads from you according to the terms of this Agreement. The number, date, time and type of Lead(s) purchased from you shall be within the sole discretion of NEXT WAVE and will vary. The number of leads purchased at any given date or time during the term of this Agreement will vary depending upon market demand, quality, Lead criteria and other limiting factors, regardless of the volume of leads you are offering. NEXT WAVE does not guarantee we will purchase a minimum or maximum number of Leads or that we will purchase leads on a given date or at a given time being offered by you, with the exception of your daily/weekly order provided in writing (email) to VENDOR by NEXT WAVE. For all Leads being provided by you, you agree as follows:

2.1. Lead Delivery and Format. VENDOR shall provide properly formatted Lead to NEXT WAVE via real-time direct Posting, excel batch sent via email, or direct to site linking. VENDOR shall deliver real-time designated Leads not more than five (5) minutes from the time the Consumer submitted the lead to VENDOR. NEXT WAVE shall put VENDOR'S leads through a variety of quality assurance tests to determine age and exclusivity and overall quality of the leads. NEXT WAVE will consult with VENDOR to cure quality issues, but shall retain the right to immediately terminate the agreement upon delivery of written (e-mail) notice. NEXT WAVE will provide VENDOR with proper documentation and technical specifications explaining the Direct Posting process. If leads are delivered by excel batch then leads are to be emailed to leads@nextwavemarketingstrategies.com .

2.2. Exclusivity. Leads shall not be provided by VENDOR to any other third party, unless as specifically stipulated in VENDOR's invoice to Next Wave. If NEXT WAVE discovers that VENDOR has sold leads more times than they were allowed to pursuant to the terms of this Agreement, NEXT WAVE may terminate this Agreement in accordance with Section 4.2.3.1 below.

2.3. Lead Validation. Each Lead shall be put through a validation process whereby NEXT WAVE shall solely determine if a Lead is a Valid Lead. Leads that are not Valid Leads will be identified and rejected by NEXT WAVE. VENDOR has the right and obligation to receive invalidated Leads within 24 hours of their rejection

2.4. Authorized Use of Consumer information. All Valid Leads shall be obtained by VENDOR or VENDOR'S contracted affiliate directly from each individual consumer, and contain the exact, unmodified information submitted by the consumer directly to VENDOR or VENDOR'S affiliate via completion of a legally compliant, online form on VENDOR'S or VENDOR'S affiliate owned website. The form completed by the consumer shall contain information fields for all of the required information as set forth in Exhibit A," and the disclaimer as set forth in Exhibit B attached hereto and incorporated herein. VENDOR or VENDOR'S affiliate shall obtain each consumer's express consent to distribute their contact information to third parties. The consumer contact data shall be transmitted to the VENDOR electronically via the internet and evidenced by the recording of the landing page, date and time stamp as well as the IP address of the sending computer system. In certain cases, leads can be delivered without time stamp, IP, and landing page as long as the VENDOR is able to provide this information to NEXT WAVE at a future date upon request. All such information shall be provided to NEXT WAVE simultaneously with the consumer's loan quote request or debt relief request and contact information. Under no circumstances may Contractor submit a Lead(s) to NEXT WAVE from any source, or by any means, other than as specifically set forth herein without a written modification to this Agreement permitting the same, signed by an authorized officer of NEXT WAVE.

VENDOR shall keep adequate and up-to-date records of all Opt-In requests (including, but not limited to: Recipient contact information, date and time of the Opt-In, and originating IP address) and shall provide this information to NEXT WAVE upon NEXT WAVE's request and assist NEXT WAVE in tracing the origin of any e-mail address or contact phone number provided by VENDOR and assist in responding to any consumer complaint regarding SPAM should one be received by NEXT WAVE. VENDOR here by transfers all consumer data, including the consumer's authorization to be contacted and hereby authorizes NEXT WAVE to sell and distribute such Leads to third party mortgage brokers, debt settlement firms and other third parties and to make such other disclosures of the Leads as may be permitted or required by law.

2.5 Volume Limits. NEXT WAVE, in our sole discretion, shall determine the lead volume required from VENDOR each business day. NEXT WAVE reserves the right to limit the lead volume received from VENDOR each day at any time during the term of this Agreement. NEXT WAVE shall provide at least twenty-four (24) hours notice to VENDOR prior to the effective date of any such change.

3. Payment, Reporting and Billing.

3.1. Reporting. NEXT WAVE shall provide reports to VENDOR if requested detailing the total number of Leads received from VENDOR and the total number of Valid Leads accepted. Invalidated leads will be sent to you in a report telling you why each invalid lead has been rejected.

3.2. Payment. In full consideration for the Valid Leads provided hereunder, NEXT WAVE shall pay VENDOR (\$.00) per Valid Lead. VENDOR shall not be entitled to receive compensation for Leads that do not qualify as Valid Leads in accordance with Section 1.5 and 2.3.

3.3. Invoices and Payment Terms. Following the end of each business week (defined as Monday 12:01 a.m. through Friday at 12:00 midnight), VENDOR shall send an invoice for the payment amount of the Weekly Total Valid Leads either (i) electronically to leads@nextwavemarketingstrategies.com or (ii) by mail to the following address:

Next Wave Marketing Strategies.
2705 Grimes Ranch Rd
Austin, TX 78732
Attn: Troy Wilson
Email: leads@nextwavemarketingstrategies.com

NEXT WAVE shall provide payment to VENDOR via check or wire (a \$30 wire fee shall be deducted from any wire payment) after receipt of an invoice containing in reasonable detail the Weekly Total Valid Leads in compliance with the terms of this Agreement. Payments will be made each week no later than three (3) business days following receipt of VENDOR'S invoice or at the end of each billing week, whichever is later. Pursuant to section 1.5.1 of this Agreement, Leads paid as "Valid" during the previous week subsequently determined to be "Invalid" will be deducted from the current week payment.

4. Term and Termination.

4.1. Term. This Agreement shall become effective on the Effective Date and shall remain in force for a period of thirty (30) days unless otherwise terminated as provided herein. The Agreement shall then renew automatically for additional thirty (30) day terms until terminated by either party in accordance with Section 4.2 below.

4.2. Termination.

4.2.1. Termination without Cause. NEXT WAVE reserves the right to terminate this Agreement, with or without cause, by providing VENDOR with One Business (1) days advance written notice. VENDOR may terminate this Agreement, with or without cause, by providing NEXT WAVE with five business (5) days advance written notice.

4.2.2. Termination with Cause. Either party (the “Terminating Party”) may, upon written notice to the other party (the “Defaulting Party”), immediately terminate this Agreement upon the occurrence of any of the following events, the giving of applicable notices and the expiration of any applicable period of cure: (i) the failure of the Defaulting Party to pay any sums due the Terminating Party hereunder and the expiration of fourteen (14) days from receipt of notice of such failure from the Terminating Party without cure; (ii) the bankruptcy, insolvency or receivership of the Defaulting Party, or a general assignment by the Defaulting Party for the benefit of its creditors, and the expiration of two (2) days from the inception of such an action without cure; (iii) the dissolution, liquidation or discontinuance of business operations by the Defaulting Party; or (iv) the failure of the Defaulting Party to remedy its material breach or material default under the terms and provisions of this Agreement, other than a failure to pay any sums due hereunder, and the expiration of two (2) days from the date notice is received of such failure from the Terminating Party, specifying in detail the nature of such material breach or default, without cure.

4.2.3. Special Termination by NEXT WAVE.

4.2.3.1. Non-Exclusivity. If NEXT WAVE determines, at its sole discretion, that VENDOR has provided Leads subject to this Agreement to any other third party more times than they were allowed to, NEXT WAVE may terminate this Agreement immediately, without opportunity for VENDOR to cure.

4.2.3.3 Consumer Complaints. If NEXT WAVE receives a complaint(s) from a consumer or an agent of consumers or from state or federal government law officials regarding NEXT WAVE’s or any purchaser of the Lead(s) from NEXT WAVE that NEXT WAVE, at its sole discretion, determines to be with merit, NEXT WAVE may terminate this Agreement immediately, without opportunity for VENDOR to cure.

4.2.3.4 Poor Quality/High Return Rate. If NEXT WAVE receives above average number of Leads from VENDOR that require data correction or if NEXT WAVE experiences an above average Lead return rate from its customers as compared to other VENDORS, NEXT WAVE may terminate this Agreement immediately, without opportunity for VENDOR to cure.

4.2.3.5 Evidence of SPAM/DNC violations: If NEXT WAVE receives verified information that the Leads being provided to us by VENDOR are generated through illegal activity, including but not limited to the use of e-mail marketing in violation of the CAN-SPAM ACT of 2003 (Public Law 108-187) and/or other anti-spam laws or regulations, The DO-NOT CALL Registry or other privacy laws, NEXT WAVE will terminate this Agreement immediately, without opportunity for VENDOR to cure and without waiver of any legal remedy NEXT WAVE may have.

4.2.3.6 Incentivised or Telemarketed Leads: If NEXT WAVE receives verified information that a Lead or Leads being provided to us by VENDOR, are generated through telemarketing conducted by VENDOR or an affiliate of VENDOR (except in cases where Next Wave specifically ordered telemarketed or live transfer leads) or are being generated by incentivised offers, free offers, cash, gifts, or contests, regardless of

the source, NEXT WAVE will terminate this Agreement immediately, without opportunity for VENDOR to cure and without waiver of any legal remedy NEXT WAVE may have. All leads supplied during that billing week shall be considered invalid. If you are providing a sub-affiliate ID, only those leads from the offending sub-affiliate will be considered invalid.

4.2.3.7 Leads Generated Offshore: If NEXT WAVE receives verified information that the Leads being provided to us by VENDOR are generated by VENDOR or a sub-affiliate supplying VENDOR who's company and/or websites are registered, operated, or housed outside the United States, NEXT WAVE may terminate this Agreement immediately, without opportunity for You to cure and without waiver of any legal remedy NEXT WAVE may have.

4.2.3.8 Leads Generated From Improper Websites: If NEXT WAVE receives verified information that the Leads being provided to us by VENDOR are generated by VENDOR or a sub-affiliate supplying VENDOR who's company and/or websites fail to contain 1) all state and federal law mandated privacy language; 2) False or misleading statements or representations; or 3) fail to contain the disclosure language required under Exhibit B of this Agreement.

5. Warranties and Representations.

5.1. General. Each party hereto represents and warrants to the other that it is authorized to enter into this Agreement and that the execution and delivery hereof and performance of its respective obligations hereunder do not violate any other agreement to which it is a party; and that its conduct in performing its obligations under this Agreement, including its contract and business dealings with their affiliates, will conform to all applicable state, federal, and local laws, rules and regulations including, without limitation, the provisions of privacy laws (including, but not limited to, the Graham-Leach-Bliley Act, the Do-Not-Call Implementation Act of 2003, the California Online Privacy Act of 2003 and the Telephone Consumer Protection Act of 1991), the Telemarketing Sales Rule, laws regarding email marketing (including, but not limited to, the CAN-SPAM act of 2003 (Public Law 108-187), and the Fair Credit Reporting Act. For all Lead(s) provided to NEXT WAVE under this Agreement VENDOR represents and warrants that each lead(s) provided is for an individual(s) who was not incentivised to complete the quote request; was not obtained through telemarketing or facsimile advertising in violation of National Do-Not Call regulations; was not directly or indirectly procured by use of unsolicited email or acts in violation of any state or federal Privacy laws or regulations, especially the Can Spam Act of 2003; are from consumers who have specifically authorized the distribution of their personal information to third party's such as NEXT WAVE(Opt-in) and who has affirmatively requested information regarding a mortgage loan or debt relief and/or to be contacted by commercial sources other than VENDOR.

5.2. Privacy Policy. VENDOR represents and warrants that it shall publicly make available a privacy policy (either through a publicly accessible Web site or other such publication means), which privacy policy shall be in accordance with all applicable state, federal, and local laws, rules and regulations (including but not limited to the California Online Privacy Act of 2003). VENDOR shall be considered to be in material breach of

this Agreement if (i) a party fails to maintain a publicly available privacy policy in compliance with all applicable state, federal, and local laws, rules and regulations or (ii) VENDOR fails to adhere to such privacy policy.

5.3 Leads. VENDOR represents and warrants to NEXT WAVE that each Lead it provides to NEXT WAVE pursuant to this Agreement is (i) a Valid Lead that meets the criteria set forth in Exhibit A, reflecting a genuine request for mortgage loan or debt relief information, without restriction as to the source of financing, received from an adult individual, and (ii) The Lead does not meet any of the lead invalidation criteria set forth Section 1.5 of this Agreement and (iii) has specifically authorized and requested that his or her personal information be provided to third parties associated with the mortgage loans, not opted-out of any such sharing or transmission, and has otherwise acted or not acted as necessary for the transmission and use of his or her personal information as contemplated under this Agreement to comply with all applicable state, federal, and local laws, rules and regulations as set forth in Sections 5.4 through 5.6 of this Agreement.

5.4 VENDOR providing leads to NEXT WAVE warrants and represents that in the event NEXT WAVE is subject to a DNC related complaint, regulatory citation, and/or adverse legal action VENDOR will provide NEXT WAVE with clear and convincing evidence which demonstrates:

1. That the claimant consented to receiving telephone solicitations from Next Wave's customers prior to the lead being delivered to NEXT WAVE
2. That the claimant received disclosures informing him that he may receive telemarketing calls as a result of submitting his phone number and up to how many calls he may receive prior to submitting his contact information and any other personal financial information to VENDOR.
3. Examples of clear and convincing evidence include: screen shots or any Internet generated record which demonstrates that the 2 materials disclosures were made.

5.5 Licensing. VENDOR warrants that it has obtained all necessary and appropriate federal, state and local licenses or permits required, if any, to solicit, gather and distribute consumer personal mortgage loan or debt relief information as well as to perform all of the services contemplated by this Agreement. VENDOR shall submit to NEXT WAVE a list of all federal, state and local licenses currently held by it upon execution of this Agreement and from time to time upon the written request of NEXT WAVE. Such list shall specify: (i) the name of or type of license, (ii) the federal, state or local government entity who issued the license, (iii) the license number, (iv) the date the license was issued or last renewed, and the (v) the expiration date, if any.

5.6 Advertisement and Lead Procurement Legal Compliance. The advertising, procurement and delivery of Valid Leads by VENDOR to NEXT WAVE, and the performance by VENDOR of the services to NEXT WAVE, does not and will not, violate any provision of any applicable laws, rules or regulations (federal, state or local), including but not limited to, the federal Real Estate Settlement Procedures Act (12 U.S.C. §§ 2601, et seq.) and Reg. X (24 C.F.R. Part 3500) (referred to together as "RESPA"); the Gramm-Leach-Bliley Privacy Act of 1999 (15 U.S.C. §§ 6801, et seq.) and regulations (16 C.F.R. Part 313); the federal CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701, et seq.) (Public Law 108-187); the federal Telephone Solicitation Act National Do-

Not-Call Registry rules (64 Fed. Reg. 66124-66126); Truth-in-Lending Act (15 U.S.C. § 1601, et seq.) and Reg. Z (12 C.F.R. Part 226); Equal Credit Opportunity Act (15 U.S.C. §§ 1691, et seq.) and Reg. B (12 C.F.R. Part 202); California B&P code §§ 17200 and 17500, et seq., any statute of the Federal Trade Commission (FTC) or Federal Communications Commission (FCC) including but not limited to 47 U.S.C. §§ 227 and 47 C.F.R. §§ 64.1200, Mortgage Rescue Fraud Protection Acts, Uniform Debt-Management Services Act, Section 5 of the FTC Act, the Credit Repair Organizations Act, or any similar state or federal unfair competition or fraud statutes; Anti-Spam statute(s); Privacy Statute(s); anti-conspiracy statute(s) and all other applicable federal, state or local laws, rules or regulations.

5.7 No Kickbacks. It is the parties' intent that all payments for Valid Leads are for providing marketing information to NEXT WAVE, for which VENDOR will be paid a fee regardless of whether NEXT WAVE or Customers of NEXT WAVE originates or makes any consumer loans or signs up any clients for their debt settlement program as a result of this information. This compensation to VENDOR is not intended, nor shall it be construed, as a fee or "kickback" for the marketing information provided to NEXT WAVE which may result in a consumer loan or debt settlement program signup. In addition, VENDOR warrants and represents that its sole compensation for its services are fixed payment per valid Lead and that VENDOR has not and will not give or accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, related to the marketing information provided to NEXT WAVE.

6. Indemnification. Each party hereby agrees to defend, indemnify, and hold the other party and its officers, directors, shareholders, agents, employees successors, and assigns harmless from and against any and all claims, demands, liabilities, losses, damages, actions, judgments and expenses, including reasonable fees and expenses of attorneys, paralegals and other professionals (the "Claims"), arising out of, or related to any breach of either party's representations or warranties hereunder. In addition, VENDOR hereby agrees to defend, indemnify, and hold NEXT WAVE's officers, directors, shareholders, agents, employees, successors, and assigns harmless from and against any and all Claims arising out of, or related to any claims arising from VENDOR'S collection and provision of the Leads or the use of the Leads for the purposes described in this Agreement in violation of privacy, confidentiality or similar laws as set forth in section 5.5 of this Agreement or NEXT WAVE's privacy policy. VENDOR shall pay all litigation costs (including the costs of any appellate bonds and investigation expenses), all reasonable attorneys' fees, settlement payments and any and all damages awarded or resulting from any such claim, suit or proceeding; provided, however, that after receiving notice thereof, NEXT WAVE shall promptly advise VENDOR of such claim, suit or proceeding. VENDOR, where deemed appropriate in the sole discretion of NEXT WAVE, agrees to work in good faith with NEXT WAVE and/or directly with the consumer to resolve a dispute concerning a lead supplied by VENDOR to NEXT WAVE. In addition to VENDOR being liable for all costs and expenses as herein stated, NEXT WAVE shall have an automatic offset against any fee owed by NEXT WAVE to VENDOR, to be applied immediately by NEXT WAVE at its sole discretion for any costs incurred by NEXT WAVE, in connection with any violation of this agreement by the VENDOR.

7. EXCLUSION ON CERTAIN KINDS OF DAMAGES/LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A BREACH OF SECTION 5 (WARRANTIES AND REPRESENTATIONS) AND 8 ("CONFIDENTIALITY") OR A CLAIM UNDER SECTION 6 ("INDEMNIFICATION"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY, OR FOR ANY LOST REVENUE, PROFIT, BUSINESS, DATA, PRIVACY, SECURITY, USE OR ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY AND PROBABILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, EXECPT FOR A BREACH BY NEXT WAVE OF SECTION 8 OR A CLAIM BY VENDOR UNDER SECTION 6, IN NO EVENT SHALL NEXT WAVE BE LIABLE TO VENDOR FOR AN AMOUNT IN EXCESS OF THE AMOUNTS ACTUALLY EARNED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT BY VENDOR UNDER SECTION 3.2. THESE EXCLUSIONS AND LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A BREACH OF SECTION 5 (WARRANTIES AND REPRESENTATIONS) NEXT WAVE SHALL HAVE THE RIGHT TO PURSUE ANY AND ALL LEGAL RIGHTS AND REMEDIES AGAINST VENDOR INCLUDING PUNITIVE DAMAGES UP TO AN AMOUNT EQUAL TO THREE TIMES THE ACTUAL OR CONSEQUENTIAL DAMAGES SUFFERED AS A DIRECT OR PROXIMAL RESULT OF THE BREACH.

8. Confidential Information. For the purposes of this Agreement, "Confidential Information" means information about the disclosing party's (or its suppliers') business or activities that is proprietary or confidential, which shall include all business, financial, technical and other information of a party marked or designated by such party as "confidential" or "proprietary" and information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential, but shall not include any Leads. Confidential Information also will not include information that (i) is in the public domain, (ii) enters the public domain without breach of this Agreement, (iii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iv) your identity as a source of a lead or leads to NEXT WAVE, (v) your company name and contact information or (vi) any information the receiving party knew prior to receiving such information from the disclosing party or develops independently.

Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement, and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (ii) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each

party and, subject to the exceptions stated above, will not be disclosed without the written consent of the other party.

9. General Provisions.

9.1. Force Majeure. Neither party shall be liable in any way for its failure to perform hereunder, other than its failure to pay any monies due and owing hereunder, if such failure is occasioned by any of the following: war; fire; flood; interruption of transportation; embargo; accident; explosion; governmental orders, regulations, restrictions, priorities or rationing; strike, lockout or other labor problems; or any cause beyond the reasonable control of the non-performing party provided, however, that the non-performing party shall make a good faith effort to perform.

9.2. Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes any prior oral or written agreement between the parties on this subject, and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement, other than as expressly provided for herein, or as duly set forth subsequent to the date hereof in writing and signed by duly authorized representatives of the party to be bound thereby. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by both parties.

9.3. Assignment. Neither party may assign its rights nor may they assign its duties hereunder, without the prior, express written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, the terms and conditions of this Agreement shall bind and inure to the parties' successors and assigns.

9.4. Notices. Any notice or communication required by the terms and provisions of this Agreement shall be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, certified mail or registered mail (return receipt requested), and will be deemed given upon personal delivery, one (1) day after deposit with a recognized overnight courier, five (5) days after deposit in the U.S. mail (postage prepaid), or upon confirmation of receipt of facsimile or email. Notices shall be addressed to the respective entities specified below:

Legal Department
Next Wave Marketing Strategies
2705 Grimes Ranch Rd
Austin, TX 78732

VENDOR:

9.5. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach of any term or provision hereof shall be settled exclusively and solely by arbitration in the County of Travis, State of Texas, before a single arbitrator in accordance with the then prevailing Rules of Commercial Arbitration of the American Arbitration Association, and any award, order or judgment rendered by the arbitrator may

be enforced in any court of competent jurisdiction. The decision of the arbitrator shall be final and shall not be subject to appeal. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of law without proceeding through arbitration to enforce Section 8 of this Agreement. Each party acknowledges that irreparable harm would result from the breach of Section 8 and there would be no adequate remedy at law. In furtherance of the foregoing, each party hereby waives any requirement for any security for or the posting of any bond in connection with any such equitable remedy.

9.6. Construction. The captions and headings of the different paragraphs of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction or effect of this Agreement. The parties acknowledge that each party hereto and its counsel has reviewed and revised this Agreement, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any amendments or exhibits appended hereto, or any documents executed in connection therewith. No direct benefit is intended to be conferred by this Agreement on any person not a party to this Agreement and any benefit which may be actually conferred is purely incidental.

9.7. Severability. In the event that any of the terms, conditions, or provisions of this Agreement is held to be illegal, unenforceable, or invalid by any court of competent jurisdiction, the legality, validity and enforceability of the remaining terms, conditions or provisions shall not be affected thereby.

9.8. No Partnership or Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

9.9. Attorneys' Fees. In addition to all other legal remedies and damages afforded under this Agreement and in law, in the event any dispute between the parties results in arbitration or litigation, the prevailing party in any such action shall be entitled to recover from the other, its reasonable attorneys' fees and costs, including expert witness fees, if any.

9.10. Waiver. Failure by either party hereto to enforce, at any time, any term or condition of this Agreement, shall not be a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

9.11. Controlling Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflicts of laws provisions.

9.12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures on this Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission. No provision of this Agreement is

intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.13. Authority to Execute. Each individual executing this Agreement on behalf of the parties hereby represents that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such entity in accordance with its terms.

9.14. Interpretation. No provision of this Agreement shall be construed in favor of or against any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof.

9.15. Survival. The provisions of Section 5 (Warranties and Representations), 6 (Indemnification), Section 7 (Limitation of Liability), Section 8 (Confidential Information) and Section 9.5 (Arbitration) will survive any termination or expiration of this Agreement.

9.16. Representation of Comprehension of Agreement/Independent Legal Advice. Your establishing of an account, sending any attachments containing leads via e-mail, and/or your use of the NextWaveMarketingStrategies.com Website is evidence that you have read, understood, and agree to this Lead Vendor Agreement as set forth above and that you have had the opportunity to consult with independent counsel of your choice prior to establishing your account and utilizing the services contemplated by this Agreement.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Exhibit A

Mortgage Lead Criteria: All fields not listed as optional must be provided and ideally in the same order given below:

1. APPLICANT_NAME (first and last name in separate columns);
2. COAPP_NAME (optional);
3. CITY
4. STATE
5. ADDRESS
6. ZIP
7. WORK_PHONE (optional)
8. HOME_PHONE_1
9. HOME_PHONE_2
10. PROPERTY_TYPE - single or multi family residence, condo, Townhouse OK. (mobile home, manufactured home, raw land, manufactured home, trailer, commercial property or "Other" is not acceptable);
11. CURRENT_VALUE (must be at least \$100,000 property value)
12. ORIGINAL_VALUE (optional)
13. FIRST_MORTGAGE_BALANCE (must be at least \$100,000)

14. FIRST_MORTGAGE_RATE (at least 7% if fixed or any rate if adjustable unless otherwise stipulated ,)
15. RATE_TYPE (FIXED OR ADJUSTABLE)
16. PAYMENT (optional)
17. BEHIND (optional)
18. CREDIT (EXCELLENT/GOOD/FAIR/POOR); (poor not accepted unless otherwise stipulated)
19. EMPLOYER (optional)
20. YEARS_THERE (optional)
21. INCOME (optional)
22. BEST_TIME_TO_CALL (optional)
23. LOAN_AMOUNT (must be at least \$100,000)
24. LOAN_TYPE (refinance, cash out, etc. "Other" is not acceptable);
25. EMAIL
26. LTV (less than or equal to 80% unless otherwise stipulated)
27. DATE_TIME (opt-in date and time stamp in format mm/dd/yyyy hh:mm)
28. IP_ADDRESS (must provide or be able to provide upon future request)
29. LEAD_ID
30. LANDING_PAGE; (must provide or be able to provide upon future request)

Debt Lead Criteria: All fields not listed as optional must be provided and ideally in the same order given below:

1. APPLICANT_NAME (first and last name in separate columns);
2. COAPP_NAME (optional);
3. CITY
4. STATE
5. ADDRESS
6. ZIP
7. WORK_PHONE (optional)
8. HOME_PHONE_1
9. HOME_PHONE_2 (optional)
10. DEBT_AMOUNT (at least \$10,000 unless otherwise stipulated)
11. BEHIND_ON_PAYMENTS (Y/N) (optional)
12. INCOME (optional)
13. CREDITOR_NAME (optional)
14. MONTHLY_PAYMENTS (optional)
25. EMAIL (must provide unless lead is generated offline)
27. DATE_TIME (opt-in date and time stamp in format mm/dd/yyyy hh:mm)
28. IP_ADDRESS (must provide or be able to provide upon future request)
29. LEAD_ID
30. LANDING_PAGE; (must provide or be able to provide upon future request if lead generated online)

Exhibit B

Statement for Independent VENDORS:

NEXT WAVE's Policies on Web based and E-Mail Marketing

Your Lead Purchase Agreement with NEXT WAVE (hereinafter "NEXT WAVE") makes you an independent VENDOR, and NEXT WAVE does not control or dictate how you run your business or market products that you sell. Nevertheless, your failure to abide by any and all laws applicable to marketing, including specifically laws applicable to Internet marketing and telemarketing, may result in termination of your agreement with NEXT WAVE. It is NEXT WAVE's policy to adhere to all laws relating to such marketing, and each independent VENDOR is responsible for making sure that its own marketing conforms to these laws. The purpose of this Statement is to alert you to the existence of these laws and strongly urge you to take the steps necessary to tailor your marketing efforts to conform to the law. NEXT WAVE reserves the right to terminate immediately the agreements of any independent VENDOR that NEXT WAVE believes, in its sole judgment, may have engaged in illegal or inappropriate Internet marketing, telemarketing, or other activity NEXT WAVE believes to be objectionable.

The information provided in this Policy Statement is in summary form only and is not intended to provide legal advice or counsel. Legal requirements are constantly evolving and thus are subject to change. Therefore, it is imperative that you consult your legal counsel for full details on the requirements of marketing laws and regulations before undertaking any marketing campaign.

Internet Marketing

YOU ARE NOT AUTHORIZED TO CONDUCT ANY EMAIL ADVERTISING SPECIFICALLY FOR NEXT WAVE THAT IS IN VIOLATION OF ANY ANTI-SPAM OR PRIVACY LAW OR REGULATION.

E-Mail

Federal law (Public Law 108-187) more commonly referred to as the CAN-SPAM Act of 2003, places numerous restrictions and prohibitions on the sending of unsolicited commercial e-mail and text messages to consumers.

NEXT WAVE does not engage in or condone the use of unlawful unsolicited email or text messaging (SPAM), nor will we tolerate illegal e-mail or text marketing by independent VENDOR'S providing leads to NEXT WAVE. Your agreement requires you to comply with all applicable laws in promoting, advertising or otherwise providing lead information to NEXT WAVE. The agreement also requires that in all of your activities as an independent VENDOR for NEXT WAVE, you engage in no practice which impugns NEXT WAVE's commercial reputation and goodwill. Spamming not only may result in the violation of laws, but reflects poorly on the NEXT WAVE-brand name and thus will be considered a breach of this agreement.

If you choose to market via e-mail, you are responsible for adopting and adhering to policies designed to avoid illegal spamming. You need to speak with your legal counsel to ensure compliance with laws in every jurisdiction in which you plan to e-mail market, but at a minimum, your policies must address the following:

- ALL statements made in your advertisements must be truthful, based in fact and not presented in any manner, form or type that misleads or has the possibility of misleading any consumer. Such activity includes but is not limited to e-mails that use language designed to lead a consumer into believing that your e-mail is personal to them, contains unique information applicable only to them or their property, is anything but an advertisement to the general public; that you are a mortgage broker, lender, law firm, debt settlement firm, or not for profit firm (unless you are licensed as such);
- Your e-mail does not contain references to specific loan terms, interest rates or incentives used to induce a consumer into completing a quote request;
- Label e-mails containing advertisements by including clear and conspicuous identifications that the messages are advertisements or solicitations. All emails shall contain or include in the beginning of the subject line the initials "ADV:" or the word "Advertisement". All subject lines shall accurately describe the content of the email;
- Include a clear and conspicuous notice that allows the recipient to "opt-out." The opt-out mechanism must include a functioning return address or an automated method to opt-out, and must work for at least 30 days after the e-mail was sent. You must remove all opt-out requests within 10 days of receiving said requests.
- Include a valid physical postal address.
- The Act prohibits the harvesting of e-mail addresses on the Internet or randomly generating electronic mail addresses by computer. In fact, these harvesting activities are considered aggravated violations which may result in trebled fines. You must ensure you are in full compliance with these anti-harvesting requirements.

Prohibitions under other state and federal Unfair Competition and fraud laws are directed toward deceptive practices that mislead consumers in all advertising and business conduct and can overlap with anti-spam privacy laws. Such things as using misleading subject lines or headers, masking the marketer's identity in the reply address, or falsifying registration information; falsifying any consumer information fall under these laws and will not be tolerated by NEXT WAVE.

While the law exempts from some of its requirements, e-mails sent following receipt of a recipient's affirmative consent, the affirmative consent may only be demonstrated where the recipient expressly consented to receive e-mail advertisements from the advertiser either in response to a clear and conspicuous request for the consent or at the recipient's own initiative. The law also exempts from its provisions e-mail messages which are sent to facilitate, complete or confirm a commercial transaction. The definition of a transactional or relationship message includes messages that reflect account statements, change of status or terms, product updates and upgrades, warranty information, safety or security information, subscriptions, memberships and other similar commercial relationships. However, this exemption does not provide marketers with a broad "existing business relationship" exemption that is seen in other laws, such as in many of the laws regulating telemarketing. Before undertaking any campaign, you must

consult with your legal counsel to ensure compliance with all new developments in the law.

Complaints NEXT WAVE receives about alleged illegal spam e-mail sent by you while advertising or obtaining lead information for NEXT WAVE-branded products or services will be passed to you for your investigation and response. NEXT WAVE reserves the right to terminate immediately the agreements of any independent VENDOR that NEXT WAVE believes may have engaged in illegal spamming.

Website Content

For all VENDOR Websites and Affiliate Websites where the consumer is asked to complete a quote request or application containing their contact data and current residence loan information, VENDOR and Affiliates shall at all times, include in the body of such websites, on the page requesting such information and above the radio button calling for submission of the data, the following disclosures to consumers:

1. That the consumer may receive telemarketing calls as a result of submitting their telephone number,
2. the maximum number of entities from which the consumer may receive calls

Changes to Statement

NEXT WAVE may revise this Statement for Independent VENDORS in regards to Internet Marketing and Telemarketing from time to time. We will notify you of any significant changes, and you should contact us if there is any question about whether you are reviewing the most current version of the Statement.

In Witness Whereof, each of the parties hereto have executed this Agreement as of the date first written above.

VENDOR Company Name: _____

VENDOR address: _____

Authorized Representative signature: _____

Printed Name: _____

Date: _____

Authorized signature: _____

Next Wave Marketing Strategies

Name: Troy Wilson

Title: President

By clicking "I agree" to this contract upon initial online signup process, by signing it and either faxing this agreement back to us at 678-868-3122 or scanning it and emailing it to leads@nextwavemarketingstrategies.com, or just by delivering leads to Next Wave you agree to be bound by the terms within as we will not accept leads from any vendor that does not agree to the terms herein.

PLEASE PRINT AND RETAIN A COPY OF AGREEMENT FOR YOUR RECORDS.