

Fill in this information to identify the case:

Debtor Progrexion Marketing, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10729

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** CallEngine Inc.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|--|---|
| <u>CallEngine Inc.</u> <u>3780 14th Ave</u> <u>Suite 210</u> <u>Markham, Ontario L3R9Y5, Canada</u> | |
| Contact phone <u>866-943-1485</u> | Contact phone _____ |
| Contact email <u>don@callengine.com</u> | Contact email _____ |
| Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 114526. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Service Performed. Calls Generated for Lexington Law

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

| | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/13/2023
MM / DD / YYYY

/s/Donald Dolphin
Signature

Print the name of the person who is completing and signing this claim:

Name Donald Dolphin
First name Middle name Last name

Title CFO

Company CallEngine Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2721 | International (310) 751-2604

| | | |
|---|---|----------------------------------|
| Debtor: 23-10729 - Progrexion Marketing, Inc. | | |
| District: District of Delaware | | |
| Creditor: CallEngine Inc. 3780 14th Ave Suite 210 Markham, Ontario, L3R9Y5 Canada Phone: 866-943-1485 Phone 2: 416-567-5987 Fax: Email: don@callengine.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Creditor Authorized agent | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Service Performed. Calls Generated for Lexington Law | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 114526 | Includes Interest or Charges: No | |
| Has Priority Claim: No | Priority Under: | |
| Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured: | |
| Submitted By: Donald Dolphin on 13-Jul-2023 3:10:01 p.m. Eastern Time Title: CFO Company: CallEngine Inc. | | |

CallEngine Inc.
3780 14th Avenue, Suite 209
Markham ON L3R 9Y5
accounting@callengine.com
www.callengine.com



INVOICE

BILL TO

Progexion Marketing, INC
Progexion Marketing, INC
330 North Cutler Drive
North Salt Lake UT 84054

INVOICE # 3503
DATE 27-03-2023
DUE DATE 03-04-2023
TERMS Net 7

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|--------|-----------|
| Pay-Per-Call Lex Law, Mar 20-26 | 384 | 190.00 | 72,960.00 |
| Pay-Per-Call CR.com Spanish, Mar 20-26 | 11 | 240.00 | 2,640.00 |

Thank you for your business. Please pay via bank transfer. All fees must be paid by the sender. Account info is below:

PAYMENT 49,484.00
BALANCE DUE **USD 26,116.00**

Beneficiary name: CallEngine Inc.
BMO Bank of Montreal
9660 Highway 48
Markham, ON, L6E0H8
Canada
Transit No: 39932
Institution No: 001
Account No: 4788-396
Swift Code: BOFMCAM2

CallEngine Inc.

3780 14th Avenue, Suite 209
Markham ON L3R 9Y5
accounting@callengine.com
www.callengine.com



INVOICE

BILL TO

Progexion Marketing, INC
Progexion Marketing, INC
330 North Cutler Drive
North Salt Lake UT 84054

INVOICE # 3509**DATE** 03-04-2023**DUE DATE** 10-04-2023**TERMS** Net 7

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|-----------|
| Pay-Per-Call LexLaw, Mar 27-Apr 2 | 358 | 190.00 | 68,020.00 |
| Pay-Per-Call CR.com Spanish, Mar 27-Apr 2 | 5 | 240.00 | 1,200.00 |

Thank you for your business. Please pay via bank transfer. All fees must be paid by the sender. Account info is below:

BALANCE DUE**USD 69,220.00**

Beneficiary name: CallEngine Inc.
BMO Bank of Montreal
9660 Highway 48
Markham, ON, L6E0H8
Canada
Transit No: 39932
Institution No: 001
Account No: 4788-396
Swift Code: BOFMCAM2

CallEngine Inc.

3780 14th Avenue, Suite 209
Markham ON L3R 9Y5
accounting@callengine.com
www.callengine.com



INVOICE

BILL TO

Progexion Marketing, INC
Progexion Marketing, INC
330 North Cutler Drive
North Salt Lake UT 84054

INVOICE # 3512

DATE 10-04-2023

DUE DATE 17-04-2023

TERMS Net 7

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|-----------|
| Pay-Per-Call Lex Law, Apr 3-9 | 101 | 190.00 | 19,190.00 |

Thank you for your business. Please pay via bank transfer. All fees must be paid by the sender. Account info is below:

BALANCE DUE

USD 19,190.00

Beneficiary name: CallEngine Inc.
BMO Bank of Montreal
9660 Highway 48
Markham, ON, L6E0H8
Canada
Transit No: 39932
Institution No: 001
Account No: 4788-396
Swift Code: BOFMCAM2

STANDARD AFFILIATE TERMS AND CONDITIONS

These Terms and Conditions (“Terms and Conditions”) are agreed to and effective as of this 8/5/2018 day of _____, by and between Progrexion Marketing, Inc., a Delaware corporation (“Advertiser”), and CallEngine Inc., a _____ (“Publisher”). The term “Publisher” shall include any of Publisher’s affiliates or other marketing partners, all of which must be subject to Advertising Practices that are at least as restrictive as those outlined in this Agreement. Any advertising Publisher performs for Advertiser, whether or not explicitly identified within any insertion order (“Insertion Order”), is subject to the Terms and Conditions, except in cases where an Insertion Order conflicts with the Terms and Conditions, in which case the relevant Insertion Order terms shall apply. The Terms and Conditions, together with the applicable Insertion Order and accompanying exhibits at the time the Insertion Order becomes effective, shall collectively be known as the “Agreement” at the time the applicable Insertion Order becomes effective. Each Insertion Order, when combined with the Terms and Conditions and exhibits, shall be a separate agreement. Any advertising Publisher performs for others is not subject to the Agreement; however, Advertiser will have the right to immediately terminate the Agreement without notice if the advertising Publisher performs for others is competitive with advertising performed for Advertiser.

I. DEFINITIONS

A. Advertised Services. The term “Advertised Services” shall mean credit report repair services offered by Creditrepair.com.

B. Advertiser Call Center. The term “Advertiser Call Center” shall mean a call center of Advertiser’s choosing.

C. Advertising Materials. The term “Advertising Materials” shall mean and include, but is not limited to, the following, which need not be mutually exclusive:

1. **Creditrepair.com Trademarks.** The term “Creditrepair.com Trademarks” shall mean and include all trademarks, trade names, service marks, other names or identifiers, and logos owned by Creditrepair.com and/or associated with products or services offered by Creditrepair.com and marketed by Advertiser.

2. **Advertiser Trademarks.** The term “Advertiser Trademarks” shall mean and include all trademarks, trade names, service marks, other names or identifiers, and logos owned by Advertiser and/or associated with products or services marketed by Advertiser.

3. **Proprietary Materials.** The term “Proprietary Materials” shall mean and include

Advertiser: DS
LK

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Publisher: DS
RM

any materials provided under this Agreement, whether in electronic or printed form, such as derivative works, compilations, collective works, technical know-how, patents, patents pending, copyrights, and any rights in those materials.

4. **Creative Materials.** The term “Creative Materials” shall mean and include any materials, such as text ads, banner ads, e-mails, or other forms of advertising created by Advertiser to advertise the Advertised Services.

D. Advertising Practices. The term “Advertising Practices” shall mean the advertising practices identified in Section IV.

E. Confidential Information. The term “Confidential Information” shall mean any confidential, non-public or proprietary information concerning either party’s products, services, or operations, including without limitation: information concerning either party’s financial affairs, partnerships, marketing plans or strategies, current or future business opportunities, current or future products or services, technology, websites, computer or other programs, sales leads, relationships with third-party companies, reports, trade secrets, ideas, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, list of actual or potential customers or suppliers or contacts, an advertisement and/or offer before publication, this Agreement, and any other information which is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use, and which Publisher should reasonably know is confidential or proprietary.

F. Contact. The term “Contact” shall mean an individual who has signed up either electronically or orally for Advertised Services using the appropriate Affiliate ID, as that term is defined in the Insertion Order, and who has made the first scheduled payment for Advertised Services.

G. Creditrepair.com. The term “Creditrepair.com” shall mean Creditrepair.com, Inc.

H. Creditrepair.com Website. The term “Creditrepair.com Website” shall mean www.creditrepair.com.

I. Lead. The term “Lead” shall mean the use of true and accurate information to complete all fields applicable to a Program. A Lead is generated pursuant to the terms of this Agreement and does not include any invalid lead (including, but not limited to, an invalid, disconnected phone number; invalid email; no such person; never requested or uninterested in product or service offered under Program; immediate hang-up; not a U.S. citizen; interested in prize; under 18; etc.) or duplicate lead (including, but not limited to, a Lead similar to a prior Lead received within a ninety (90) day period). No deceptive advertising will be used to obtain Leads sent to Advertiser.

J. Program. The term “Program” shall mean (a) offers provided by Advertiser to Publisher that include one or more unique landing pages with tracking links (“Advertiser Offers”) that Publisher may use to collect Leads, and (b) offers created by Publisher that are preapproved in writing by

Advertiser 

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Advertiser (“Unique Offers”). Advertiser shall provide real-time reporting for all Leads delivered by Publisher under this Agreement, and all numbers used for the purpose of tracking and/or billing will be based on such real-time reporting system.

K. Protected Keywords. The term “Protected Keywords” shall mean any and all branded keywords of Creditrepair.com, Creditrepair.com Website, and/or Creditrepair.com Trademarks, and/or any and all branded keywords associated with or substantially similar to Creditrepair.com, Creditrepair.com Website, and/or Creditrepair.com Trademarks, including, but not limited to, the keywords identified in Exhibit TC-1 attached hereto and incorporated herein by reference. In the event Publisher is uncertain whether a particular search term is protected, it is the obligation of Publisher to seek prior written approval from Advertiser for use of such term.

L. Service Provider. The term “Service Provider” shall mean Creditrepair.com, a provider of credit report repair services.

M. Transfer. The term “Transfer” shall mean a phone call from a customer of Publisher in which Publisher transfers the call to an Advertiser Call Center.

N. Void. The term “Void” shall mean a reversal of a payment previously earned that is later rescinded or corrected. Advertiser may Void a payment for any transaction that is fraudulent or for which an applicant requests a refund or cancels. Advertiser may deduct Voids from any amount owing to Publisher.


II. TERM OF AGREEMENT; TERMINATIONS

A. Term of Agreement. The Agreement commences on the Acceptance Date set forth in the Insertion Order and terminates on the End Date set forth in the Insertion Order or such later date as the parties may agree in writing. In the event of termination for any reason, anything herein to the contrary notwithstanding, Sections I, III through X, and any other provisions which by its nature should survive termination, shall survive the expiration or termination of the Agreement for any reason.


B. Terminations. Either party may terminate this Agreement for any reason upon three (3) days prior written notice to the other party. In the event of a material breach by either party, the nonbreaching party may terminate this Agreement immediately without prior notice or cure period.

III. USAGE OF ADVERTISING MATERIALS

A. Regulatory Compliance. Publisher acknowledges and agrees that Advertiser markets products and services that are subject to regulation by various governmental authorities. The level and degree of regulation is subject to change over time. Accordingly, Publisher acknowledges and agrees that Advertiser may, in its sole discretion, terminate this Agreement at any time in order to comply with regulatory requirements, even in the absence of a formal or informal demand by the relevant governmental authority. Each party represents and warrants that it shall comply with all applicable local, state and federal laws and regulation in performing under this Agreement.

Advertiser: 

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Publisher: 

B. Use by Publisher. Publisher shall have the non-exclusive, limited, revocable right to advertise using the Advertising Materials and/or Advertiser Offers only in accordance with the terms and conditions of this Agreement. The benefit and goodwill arising from all uses of trademarks shall inure solely to the benefit of the respective trademark owner.

C. Termination. Unless a subsequent insertion order has been agreed to in writing, upon termination of the Insertion Order, Publisher shall immediately cease using the corresponding Advertising Materials. Any Advertising Materials used in an Internet Directory, public record, or elsewhere shall be removed by Publisher as soon as possible, but in any event not later than the subsequent issue of any such publication.

D. Ownership of Data. Advertiser will retain the sole and exclusive right, title and interest in and to the Leads, Contacts, and all data delivered to Advertiser from the Program and in accordance with the terms and conditions of this Agreement. Publisher will not sell, transfer or assign any Lead or Contact to Advertiser that has previously been sent or transferred to a competitor of Advertiser or any person or entity in the credit repair services industry. Publisher will not sell, transfer or assign any Lead or Contact to a competitor of Advertiser or any person or entity in the credit repair services industry other than Advertiser. Further, Publisher may not use, sell, transfer or assign or attempt to monetize any Lead and/or Contact for Publisher's own purposes, other than providing the Leads and/or Contacts to Advertiser, for a period of sixty (60) days following the date upon which Publisher submits a Lead and/or Contact to Advertiser.

IV. ADVERTISING PRACTICES

A. Data Collection Practices Generally. Any Leads, Contacts, and/or data Publisher provides to Advertiser shall be obtained, collected, and compiled using methods that fully comply with all (federal and state) applicable laws, rules, and/or regulations, including, without limitation, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, and the CAN-SPAM Act, 15 U.S.C. § 7701 et seq. and all amendments thereto, all laws governing deceptive trade practices and/or online marketing and advertising, all other applicable federal, state, county, and local laws, ordinances, regulations and codes, and any additional guidance that Advertiser in good faith believes to be appropriate. Publisher will obtain pre-approval in writing from Advertiser prior to making any changes to any material or requirements provided by Advertiser to Publisher. Advertiser must approve in writing, in advance of its commercial use, all advertising and/or messaging that Publisher uses to (a) deliver any Lead and/or Contact to Advertiser, and/or (b) obtain, collect, and compile data that Publisher provides to Advertiser. Publisher will be solely liable for any and all damages, losses, expenses, costs (including reasonable attorneys' fees) and other liabilities arising out of or related to Advertising Practices, advertising, creative, and/or messaging not pre-approved in writing by Advertiser.

B. Telemarketing Compliance.

1. **Data Collection.** Any data Publisher provides to Advertiser for telemarketing

Advertiser: 

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shall consist of records of persons who (i) have made an inquiry (as that term is used in the Telemarketing Sales Rule and applicable state law, sufficient to satisfy the requirements of an Established Business Relationship as defined in the Telemarketing Sales Rule and applicable state law) regarding Advertised Services, and (ii) have not subsequently requested to be added to Publisher’s internal do-not- call list pursuant to the National Do Not Call Registry. Publisher agrees that any and all data it provides to Advertiser and/or the Advertiser Call Center will not be shared or marketed with any other party, individual or entity that has any business, research and development, sales, services or other pursuits similar in nature, purpose or otherwise competitive with products or services offered by Advertiser and/or Service Provider. Once a Transfer occurs, Publisher will not in any way, directly or indirectly, individually or on behalf of any other person or entity or other third party, contact the relevant individual related to the Transfer, nor shall Publisher in any way utilize for Publisher’s benefit the data in connection with the relevant individual related to the Transfer.

2. Record Keeping. Publisher shall maintain records, and will supply such records to Advertiser upon request, evidencing (i) compliance with the National Do Not Call Registry, (ii) maintenance and compliance with an internal do-not-call list, and (iii) the inquiry including, without limitation, the person receiving the inquiry or applicable IP addresses, and time/date stamps.

C. Email Compliance.

1. Messages. All Publisher email messages will comply with the CAN-SPAM Act and other applicable laws, rules, and regulations. All Publisher email messages will (a) contain an unsubscribe link in all commercial email; (b) contain a physical address in the creative; (c) clearly show in the creative that an individual is receiving an advertisement and/or marketing message; and (d) contain “Subject” and “From” lines that are not misleading.

2. Data Collection. Any data Publisher provides to Advertiser for email marketing shall consist of records of persons who have given Affirmative Consent (as defined in the CAN-SPAM Act and applicable state law) to receive third party commercial email advertising messages regarding Advertised Services and have not subsequently sent an unsubscribe request revoking this Affirmative Consent. Publisher will comply with opt-out and/or unsubscribe requests in a timely fashion.

3. Record Keeping. Publisher shall maintain records, and will supply such records to Advertiser, evidencing (i) maintenance and compliance with a regularly updated suppression list containing current unsubscribe requests of individuals and/or entities (in accordance with the CANSPAM Act) that have indicated they do not wish to receive subsequent email marketing, and Publisher will promptly notify Advertiser of any and all opt-out and/or unsubscribe requests, and (ii) the

Advertiser: 

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Publisher: 

Affirmative Consent including, without limitation, the language used to obtain the Affirmative Consent to receive email, applicable IP address(es), and time and date stamps of the Affirmative Consent.

D. Natural Search. Publisher is prohibited from link farming, page cloaking or other deceptive practices to manipulate natural search rankings. In general, a search engine and an end user should see the same content on a website. All titles and descriptions used for search listing must be current, accurate, and not deceptive.

E. Paid Search. Publisher is prohibited from bidding on Protected Keywords. Publisher is further prohibited from utilizing paid search to link directly to the Creditrepair.com Website without the use of a landing page.

F. Other Advertising. Publisher is prohibited from marketing or advertising Creditrepair.com Services by any means not specifically approved in this Agreement or a supplemental Insertion Order without Advertiser’s prior written approval. Examples of prohibited advertising include, but are not limited to, direct mail, radio, television, yellow page ads, etc.

G. Messaging. Advertiser must approve in writing all advertising and messaging that Publisher uses for marketing on behalf of Advertiser in advance of its commercial use. Advertiser will provide approved creative for marketing purposes. Publisher may not use any content or information from the Creditrepair.com Website, including textual content, graphics, pictures, etc., without prior written approval from Advertiser.


H. Advice and Counsel. Publisher is prohibited from making any statement or giving any advice or counsel that is untrue or misleading, or which upon the exercise of reasonable care should be known to be untrue or misleading. Publisher is prohibited from making any statement or giving any advice or counsel contrary to federal or state credit repair laws, and from speaking on behalf of Advertiser or Creditrepair.com.

I. Publisher Identification. In all advertising, Publisher shall clearly differentiate between the Publisher and Service Provider. Publisher is prohibited from portraying its website as the Creditrepair.com Website or as any website owned and/or operated by the Service Provider. Publisher shall not suggest, imply, or otherwise communicate in any way that Publisher is contacting anyone on behalf of the Service Provider or that Publisher is partnered or affiliated with the Service Provider. Publisher shall not portray itself as a credit repair organization.

J. Advertisement Identification. Each and every Publisher advertisement will comply with and follow the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising located at 16 C.F.R. Part 255 (“FTC Guides”). Each and every Publisher advertisement that includes Publisher’s endorsement of and/or personal experience with the Advertised Services and/or Service Provider shall contain a clear and conspicuous identification that Publisher is either being paid or has received a promise of compensation in exchange for the endorsement, pursuant to the FTC Guides.

Advertiser: 

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Publisher: 

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K. Permissions. Publisher warrants, represents, covenants, and acknowledges that it holds all necessary rights to permit lawful use of the Leads and/or Contacts provided to Advertiser for the purposes of this Agreement (for example, Publisher has lawfully obtained and will lawfully obtain any and all data regarding users or other consumer information that Publisher provides to Advertiser, and Publisher holds all necessary permissions to use such data and to allow Advertiser to use such data). Publisher warrants, represents, covenants, and acknowledges that it will obtain and record the prior express written consent (as defined in the Federal Trade Commission’s Telemarketing Sales Rule and the Federal Communications Commission’s regulations implementing the Telephone Consumer Protection Act, as well as applicable state law) of each consumer related to any Lead, Contact, and/or data provided to Advertiser, and will provide a copy to Advertiser. Publisher will obtain electronic signatures of each consumer’s prior express written consent by saving electronic records of a consumer’s electronic opt-in and/or recording verbal authorizations, and will provide the following to Advertiser: (a) for all printed documentation, Publisher will (i) provide the consumer’s name, telephone number and IP address as well as the time and date of the opt-in and the URL from which the consumer opted in; and (ii) provide a screenshot of the language used to obtain prior express written consent; and (b) for all phone scripts, Publisher will (i) provide the consumer’s name and telephone number as well as the time and date of the opt-in; and (ii) provide a recording of the language used to obtain the prior express written consent along with the verbal authorization of the consumer constituting his or her electronic signature. Publisher will provide to Advertiser auditable records for every call that results in a Lead and/or Contact sent to Advertiser. Publisher will maintain a record of a consumer’s electronic signature to the prior express written consent by recording the verbal authorizations.

L. Downloadable Applications. Publisher is prohibited from promoting Creditrepair.com via downloadable applications, also known as spyware, adware, or similar applications. Using software that redirects traffic is strictly forbidden. Without limiting the foregoing, Publisher may use Advertiser’s Credit Tool, as provided by Advertiser, to submit data in accordance with the terms and conditions of this Agreement.


M. Transfers.

1. **Call Procedure.** Publisher’s call center agents (i) receiving inbound calls from those customers who call into Publisher’s call centers, and (ii) making outbound calls, along with Publisher’s Interactive Voice Response system, (collectively “Publisher’s call center agents”), will determine each customer’s interest in a product or service marketed by Advertiser by presenting a script (“Script”) prepared and approved by Advertiser and delivered to Publisher with a corresponding insertion order. Publisher’s call center agents shall read the Script questions verbatim. Advertiser, in its sole discretion, may update or modify the Script or test different formulations of the Script and Publisher shall implement such new scripts within one (1) business day of confirmed receipt of the updated or modified Script.

2. **Marketing and Transfers.** All marketing performed via the telephone shall: (a)

Advertiser: 

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Publisher: 

follow all Do Not Call (“DNC”) rules, whether federal or state protocols and regulations, (b) employ a quality review process that includes call recording systems, for quality assurance and review, and inform consumers of recording procedures as required, (c) employ a quality review process, including random review, targeted audit, random audit, rectifying complaints, etc., (d) properly present and not overpromise the services related to the Script provided by Advertiser, (e) not “force” consumers into selecting options; for example, if a consumer states “he or she is not interested” twice, the call should end, and (f) clearly identify the phone representative as being from or with Publisher.

3. Permission to Transfer. Publisher’s call center agents will, upon a customer’s expression of interest in the products or services identified in the Script, obtain from such customer (prior to any Transfer) the customer’s express and explicit consent and permission for the Publisher’s call center agent to transfer the customer to an Advertiser Call Center.

4. Best Efforts. Publisher’s call center agents will devote their reasonable best efforts to transfer all such customers who (1) express an interest in the products or services identified in the Script, and (2) give consent and permission to be transferred, to an Advertiser Call Center, which will then attempt to market such products or services to each such customer. If permitted by an applicable Insertion Order, use of an approved IVR script shall be considered reasonable best efforts.


5. Telecommunication Costs. Publisher shall be solely responsible for all telecommunications costs related to all calls prior to the Transfer of the customer to an Advertiser Call Center.

6. Forecasts. Within five (5) business days of a request during the term of this Agreement, Publisher shall provide Advertiser with a rolling ninety (90) day forecast, made in good faith upon reasonably diligent preparation, of its anticipated number of transfers for each of the previous ninety (90) days beginning with the first day on which the forecast is provided. The forecast shall state Publisher’s estimate of the number of customer calls anticipated to be transferred during each of the days in the ninety (90) day period. In each forecast, Publisher may modify information provided in a prior forecast to more accurately reflect current information. Publisher shall use commercially reasonable efforts to ensure that its forecast is as accurate as possible.

7. Reports. Upon request, Publisher will provide Advertiser with a report which shall consist of at least: (i) the number of customers who are read or otherwise are presented with the Script, and (ii) the number of customers who are transferred to an Advertiser Call Center. Upon request, Advertiser will provide Publisher with a report which shall consist of the number of customers who are transferred to an Advertiser Call Center. Publisher will provide to Advertiser auditable records for every call that results in a transferred phone call to Advertiser.

Advertiser: 

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V. PROPRIETARY RIGHTS

A. Title and Ownership. This Agreement does not grant any title or ownership interests in any Advertising Materials or Advertiser Offers to Publisher. Any information Publisher retrieves from Internet sites owned or operated by Advertiser or Creditrepair.com and the Advertiser Offers (collectively the “Sites”) is material copyrighted by its respective owner. All title and ownership in all Advertising Materials and Sites is retained and remains the exclusive property of its respective owner. Publisher shall have only those revocable rights in or to the Advertising Materials and Sites explicitly granted to Publisher pursuant to this Agreement.

B. Legal Challenges. At no time during this Agreement shall Publisher challenge or assist others to challenge the registration (trademark or otherwise) of any Advertising Materials, nor shall Publisher attempt to register for its own benefit any Advertising Materials or any materials that are substantially and/or confusingly similar to the Advertising Materials.

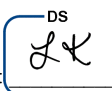
VI. REPRESENTATIONS AND WARRANTIES

A. Intellectual Property. Each party represents and warrants to the other that no intellectual property used to perform this Agreement will infringe any third-party patent, copyright, trade secret, or other proprietary right. Each party warrants, represents, covenants and acknowledges to the other that the use, reproduction, distribution, transmission or display of any advertisement used in connection with the Program, including but not limited to any web sites, newsletters, or other advertising or promotional content (“Advertisement”), any data regarding users of such Advertisement, and any material to which users can link, or any products or services made available to users, through or as a result of the Advertisement, shall not (i) materially violate any federal, state and local laws, rules and regulations or any rights of any third party including, without limitation, laws relating to advertising, the Internet, privacy, e-mail, data protection, and unfair business practices; (ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law; or (iii) use any trademark, trade name, or corporate name of the other party other than for the purposes of the Program.

B. Conflicting Obligations. Each party represents and warrants to the other that it is not currently bound by any other agreement, restriction, or obligation which in any way interferes or is inconsistent with this Agreement. Neither party shall assume any such obligation or restriction while this Agreement remains in force.

C. Advertising Practices. To the extent that Publisher provides any advertising covered by such practices, Publisher represents and warrants that it will comply with the Advertising Practices identified in Section IV.

D. Disclaimer. ADVERTISER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ANY SERVICES OR

Advertiser: 

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Publisher: 

PRODUCTS IT PROVIDES, OR THE SITES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ADVERTISER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY OR ANY OTHER ASPECT OF ADVERTISER’S SERVICES OR PRODUCTS OR THE SITES, OR ANY OF ADVERTISER’S CLIENTS’ SERVICES OR PRODUCTS.

VII. INDEMNIFICATION; LIMITATION OF LIABILITY

A. Indemnification. Each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from all damages, losses, expenses, costs (including reasonable attorneys’ fees) and other liabilities arising out of or related to (a) the reckless, willful or negligent acts or omissions of the Indemnifying Party, its employees or agents in connection with its obligations under this Agreement; (b) the Indemnifying Party’s or any of its agents, affiliates, subsidiaries, directors, officers, employees, licensors, licensees, consultants, contractors, and partners’ breach or alleged breach of any of the representations, warranties, covenants, agreements or obligations under the Agreement; (c) any third party claim arising from the use of or access to advertisements or any material to which users can link, or any third party products or services made available to users through any Advertisement other than those specifically created and promoted by the Indemnified Party; and (d) any violation of law and/or violation of any third party’s rights by the Indemnifying Party, its agents, affiliates, subsidiaries, directors, officers, employees, licensors, licensees, consultants, contractors and/or partners which results in liability to the Indemnified Party; provided that (i) the Indemnified Party gives prompt written notice of any such claim of which the Indemnified Party has knowledge; and (ii) that Indemnifying Party receives the full cooperation of the Indemnified Party in the defense thereof. Publisher further agrees to indemnify, defend and hold Advertiser and any third parties harmless from and against any and all liability, loss, damages, expenses, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to any third party or regulatory claim arising from Advertiser’s or any third party’s use of any Lead, Contact, and/or data provided by Publisher to Advertiser.

B. Limitation of Liability. Neither party will be liable to the other for any special, indirect, exemplary, punitive or consequential damages (for example, lost profits), even if the parties know about the possibility of these damages. Neither party will have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the control of that party. Publisher acknowledges that Advertiser has entered into the Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties. Except for cases involving fraud on the part of the Publisher, no action, regardless of form, arising in connection with this Agreement, will be brought against either party more than one (1) year after the date such cause of action first arises.

VIII. CONFIDENTIAL INFORMATION

Advertiser: 

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Publisher: 

A. **Survival.** All confidentiality provisions shall survive termination of this Agreement for any reason and will continue to remain enforceable.

B. **Acknowledgment.** Publisher acknowledges and agrees that any Confidential Information received from Advertiser during the course of this Agreement is a valuable trade secret, constituting the confidential and proprietary property of Advertiser. Advertiser has taken steps that are reasonable under the circumstances to protect the confidentiality of such information. Such information derives economic value from not generally being known to and not readily being ascertainable by others.

C. **Ownership.** Both parties further agree that all Confidential Information and all documents that contain, reflect or are generated from Confidential Information are the sole and exclusive property of the party making a disclosure of its own Confidential Information (the "Disclosing Party").

D. **Non-Use and Non-Disclosure.** Both parties shall: (i) stringently protect the confidentiality of all Confidential Information and, (ii) not disclose Confidential Information to any third party, except as needed in connection with the performance of its obligations under this Agreement to the benefit of the Disclosing Party, and even then only to third parties that have signed a non-disclosure agreement containing provisions substantially similar to and at least as protective as the terms of this Agreement, and (iii) will not use, copy, or modify Confidential Information except as authorized for the benefit of the Disclosing Party. A party may disclose the other party's Confidential Information if required by law so long as the other party is given prompt written notice prior to disclosure and the party assists in obtaining an order protecting Confidential Information from public disclosure.

E. **Confidentiality of Agreement; No Press Releases.** Neither party will disclose the existence of this Agreement or the terms of this Agreement to any third party without the prior written consent of the other party, except (i) as required by applicable laws, or (ii) to qualified legal, accounting, or other professionals who represent the party and are obligated to maintain this Agreement in confidence. Neither party will make public the relationship between the parties or the existence of this Agreement without the prior written consent of both parties.

IX. NON-SOLICITATION

A. **Employees.** During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall directly or indirectly solicit for employment, or advise or recommend to any other person, firm, business or entity that they employ or solicit for employment, any employee of the other party or any employee of an affiliated business of the other party, other than through general advertisements for employment.

B. **Affiliates.** Neither Advertiser nor Publisher shall knowingly or intentionally solicit each other's affiliates. Trade conferences, generalized advertisements, and communications sent to multiple affiliates about affiliate opportunities shall not be considered a knowing or intentional solicitation. Should an affiliate of its own accord contact Advertiser or Publisher, Advertiser or Publisher shall be free to pursue an affiliate relationship with that affiliate.

Advertiser: 

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X. GENERAL PROVISIONS

A. Governing Law. This Agreement is governed by Utah law without reference to its conflict-of-laws principles and will be deemed to have been entered into and wholly performed within Utah.

B. Dispute Resolution and Venue. In the event of any dispute, question, controversy or claim (collectively "Dispute") arising out of or relating to this Agreement, the parties shall meet and attempt in good faith to satisfactorily resolve the Dispute. Any Dispute that the parties cannot resolve shall be settled by mediation in accordance with the rules of the American Arbitration Association. Any Dispute not resolved by mediation within sixty (60) days after submission by either party shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association then in force. The arbitration hearing shall take place in Salt Lake City, Utah, which the parties agree is reasonable. The decision of the arbitrator shall be final and binding on the parties. The parties agree that each may bring any Dispute against the other only in his/her/its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any Dispute between or among them arising out of or in any way related to the Agreement.

C. Attorneys' Fees and Costs. If any litigation or arbitration proceeding is commenced in connection with this Agreement, the prevailing party, if any, will be entitled to payment by the other party of its reasonable attorney fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding, as determined by the court or arbitrator.

D. Equitable Relief. Any breach of a party's obligations with respect to intellectual property or confidentiality rights will cause irreparable injury for which there are no adequate remedies at law. The aggrieved party will be entitled to seek equitable relief in addition to all other remedies and money damages that may be available, without the posting of bond or other security, or if required, then the minimum bond or security so required.

E. Amendments. Any amendment or modification to this Agreement must be in writing signed by both parties.

F. Assignment. Either party may assign its obligations under this Agreement upon giving written notice to the other party, except that neither party shall assign its obligations under this Agreement to a direct competitor of the other party without the other party's prior written consent.

G. Notices. Any notices under the Agreement shall be sent to the addresses set forth in the relevant Insertion Order (or in a separate writing agreed to in writing by the parties) by facsimile, mail or express delivery service and deemed given upon receipt.

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H. Waiver. The waiver or failure of either party to exercise any right provided for in this Agreement will not be deemed a waiver of any further or future right under this Agreement, and will not act to amend or negate the rights of the waiving party.

I. Severability. If any provision contained in the Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of the Agreement shall be valid and shall remain in full force and effect to the extent permitted by law.

J. Entire Agreement. This Agreement is the final, full and exclusive statement of the agreement between Advertiser and Publisher with respect to the subject matter set forth herein. It supersedes all prior agreements and inducements relating to the subject of this Agreement. No promise or agreement made at or after the execution of this Agreement is binding unless it is written and signed by both parties. Section headings are for convenience of reference only, will not be construed to limit or extend the meaning of any provision and will not be relevant in interpreting this Agreement. As used in this Agreement, the terms “include” and/or “including” mean by way of example and not limitation. Each party acknowledges and agrees that it has had the opportunity to seek independent legal and financial advice and has either done so or waived its opportunity to do so, and therefore no presumptions with respect to the drafter shall apply in connection with interpreting this Agreement.

K. Counterpart and Facsimile. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement shall be deemed an original.

L. Time of the Essence. Time is expressly made of the essence of all the provisions of this Agreement.


M. Intentional Risk Allocation. The provisions of this Agreement reflect an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. This voluntary allocation was a material part of the bargain between the parties and the economic and other terms were negotiated and agreed to by the parties in reliance on that allocation.

N. Independent Contractors. The parties are independent contractors. Under no circumstances will the employees of one party be deemed the employees of the other. This Agreement does not grant authority for either party to act for the other in an agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

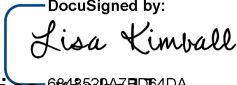
Advertiser: Progrexion Marketing, Inc.

Publisher: CallEngine Inc.


Advertiser: 


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Publisher: 

Signature: 
 Print Name: Lisa Kimball
 Date: 8/8/2016
 Title: VP, Partner Relations

Signature: 
 Print Name: Ryan McVey
 Date: 8/5/2016
 Title: CEO

Advertiser: 

Publisher: 

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STANDARD AFFILIATE TERMS AND CONDITIONS

These Terms and Conditions (“Terms and Conditions”) are agreed to and effective as of this _____ day of _____, 8/5/2016, by and between Progrexion Marketing, Inc., a Delaware corporation (“Advertiser”), and CallEngine Inc., a _____ (“Publisher”). The term “Publisher” shall include any of Publisher’s affiliates or other marketing partners, all of which must be subject to Advertising Practices that are at least as restrictive as those outlined in this Agreement. Any advertising Publisher performs for Advertiser, whether or not explicitly identified within any insertion order (“Insertion Order”), is subject to the Terms and Conditions, except in cases where an Insertion Order conflicts with the Terms and Conditions, in which case the relevant Insertion Order terms shall apply. The Terms and Conditions, together with the applicable Insertion Order and accompanying exhibits at the time the Insertion Order becomes effective, shall collectively be known as the “Agreement” at the time the applicable Insertion Order becomes effective. Each Insertion Order, when combined with the Terms and Conditions and exhibits, shall be a separate agreement. Any advertising Publisher performs for others is not subject to the Agreement; however, Advertiser will have the right to immediately terminate the Agreement without notice if the advertising Publisher performs for others is competitive with advertising performed for Advertiser.

I. DEFINITIONS

A. Advertised Services. The term “Advertised Services” shall mean credit report repair services offered by Lexington.

B. Advertiser Call Center. The term “Advertiser Call Center” shall mean a call center of Advertiser’s choosing.

C. Advertising Materials. The term “Advertising Materials” shall mean and include, but is not limited to, the following, which need not be mutually exclusive:

1. Lexington Trademarks. The term “Lexington Trademarks” shall mean and include all trademarks, trade names, service marks, other names or identifiers, and logos owned by Lexington and/or associated with products or services offered by Lexington and marketed by Advertiser.

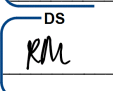
2. Advertiser Trademarks. The term “Advertiser Trademarks” shall mean and include all trademarks, trade names, service marks, other names or identifiers, and logos owned by Advertiser and/or associated with products or services marketed by Advertiser.

3. Proprietary Materials. The term “Proprietary Materials” shall mean and include any materials provided under this Agreement, whether in electronic or printed form, such as derivative works, compilations, collective works, technical know-how, patents, patents pending, copyrights, and any rights in those materials.

4. Creative Materials. The term “Creative Materials” shall mean and include any materials, such as text ads, banner ads, e-mails, or other forms of advertising created by Advertiser to advertise the Advertised Services.

D. Advertising Practices. The term “Advertising Practices” shall mean the advertising practices identified in Section IV.

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E. Confidential Information. The term “Confidential Information” shall mean any confidential, non-public or proprietary information concerning either party’s products, services, or operations, including without limitation: information concerning either party’s financial affairs, partnerships, marketing plans or strategies, current or future business opportunities, current or future products or services, technology, websites, computer or other programs, sales leads, relationships with third-party companies, reports, trade secrets, ideas, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, list of actual or potential customers or suppliers or contacts, an advertisement and/or offer before publication, this Agreement, and any other information which is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use, and which Publisher should reasonably know is confidential or proprietary.

F. Contact. The term “Contact” shall mean an individual who has signed up either electronically or orally for Advertised Services using the appropriate Affiliate ID, as that term is defined in the Insertion Order, and who has made the first scheduled payment for Advertised Services.

G. Lead. The term “Lead” shall mean the use of true and accurate information to complete all fields applicable to a Program. A Lead is generated pursuant to the terms of this Agreement and does not include any invalid lead (including, but not limited to, an invalid, disconnected phone number; invalid email; no such person; never requested or uninterested in product or service offered under Program; immediate hang-up; not a U.S. citizen; interested in prize; under 18; etc.) or duplicate lead (including, but not limited to, a Lead similar to a prior Lead received within a ninety (90) day period). No deceptive advertising will be used to obtain Leads sent to Advertiser.

H. Lexington. The term “Lexington” shall mean Lexington Law Firm.



I. Lexington Website. The term “Lexington Website” shall mean lexingtonlaw.com.

J. Program. The term “Program” shall mean (a) offers provided by Advertiser to Publisher that include one or more unique landing pages with tracking links (“Advertiser Offers”) that Publisher may use to collect Leads, and (b) offers created by Publisher that are preapproved in writing by Advertiser (“Unique Offers”). Advertiser shall provide real-time reporting for all Leads delivered by Publisher under this Agreement, and all numbers used for the purpose of tracking and/or billing will be based on such real-time reporting system.

K. Protected Keywords. The term “Protected Keywords” shall mean any and all branded keywords of Lexington, Lexington Website, and/or Lexington Trademarks, and/or any and all branded keywords associated with or substantially similar to Lexington, Lexington Website, and/or Lexington Trademarks. In the event Publisher is uncertain whether a particular search term is protected, it is the obligation of Publisher to seek prior written approval from Advertiser for use of such term.

L. Service Provider. The term “Service Provider” shall mean Lexington, a law firm that provides credit report repair services.

M. Transfer. The term “Transfer” shall mean a phone call from a customer of Publisher in which Publisher transfers the call to an Advertiser Call Center.

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N. **Void.** The term “Void” shall mean a reversal of a payment previously earned that is later rescinded or corrected. Advertiser may Void a payment for any transaction that is fraudulent or for which an applicant requests a refund or cancels. Advertiser may deduct Voids from any amount owing to Publisher.

II. TERM OF AGREEMENT; TERMINATIONS

A. **Term of Agreement.** The Agreement commences on the Acceptance Date set forth in the Insertion Order and terminates on the End Date set forth in the Insertion Order or such later date as the parties may agree in writing. In the event of termination for any reason, anything herein to the contrary notwithstanding, Sections I, III through X, and any other provisions which by its nature should survive termination, shall survive the expiration or termination of the Agreement for any reason.

B. **Terminations.** Either party may terminate this Agreement for any reason upon three (3) days prior written notice to the other party. In the event of a material breach by either party, the non-breaching party may terminate this Agreement immediately without prior notice or cure period.

III. USAGE OF ADVERTISING MATERIALS

A. **Regulatory Compliance.** Publisher acknowledges and agrees that Advertiser markets products and services that are subject to regulation by various governmental authorities. The level and degree of regulation is subject to change over time. Accordingly, Publisher acknowledges and agrees that Advertiser may, in its sole discretion, terminate this Agreement at any time in order to comply with regulatory requirements, even in the absence of a formal or informal demand by the relevant governmental authority. Each party represents and warrants that it shall comply with all applicable local, state and federal laws and regulation in performing under this Agreement.

B. **Use by Publisher.** Publisher shall have the non-exclusive, limited, revocable right to advertise using the Advertising Materials and/or Advertiser Offers only in accordance with the terms and conditions of this Agreement. The benefit and goodwill arising from all uses of trademarks shall inure solely to the benefit of the respective trademark owner.

C. **Termination.** Unless a subsequent insertion order has been agreed to in writing, upon termination of the Insertion Order, Publisher shall immediately cease using the corresponding Advertising Materials. Any Advertising Materials used in an Internet Directory, public record, or elsewhere shall be removed by Publisher as soon as possible, but in any event not later than the subsequent issue of any such publication.

D. **Ownership of Data.** Advertiser will retain the sole and exclusive right, title and interest in and to the Leads, Contacts, and all data delivered to Advertiser from the Program and in accordance with the terms and conditions of this Agreement. Publisher will not sell, transfer or assign any Lead or Contact to Advertiser that has previously been sent or transferred to a competitor of Advertiser or any person or entity in the credit repair services industry. Publisher will not sell, transfer or assign any Lead or Contact to a competitor of Advertiser or any person or entity in the credit repair services industry other than Advertiser. Further, Publisher may not use, sell, transfer or assign or attempt to monetize any Lead and/or Contact for Publisher’s own purposes, other than providing the Leads and/or Contacts to

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Advertiser, for a period of sixty (60) days following the date upon which Publisher submits a Lead and/or Contact to Advertiser.

IV. ADVERTISING PRACTICES

A. Data Collection Practices Generally. Any Leads, Contacts, and/or data Publisher provides to Advertiser shall be obtained, collected, and compiled using methods that fully comply with all (federal and state) applicable laws, rules, and/or regulations, including, without limitation, the Telephone Consumer Protection Act, the Telemarketing Sales Rule, and the CAN-SPAM Act, 15 U.S.C. § 7701 et seq. and all amendments thereto, all laws governing deceptive trade practices and/or online marketing and advertising, all other applicable federal, state, county, and local laws, ordinances, regulations and codes, and any additional guidance that Advertiser in good faith believes to be appropriate. Publisher will obtain pre-approval in writing from Advertiser prior to making any changes to any material or requirements provided by Advertiser to Publisher. Advertiser must approve in writing, in advance of its commercial use, all advertising and/or messaging that Publisher uses to (a) deliver any Lead and/or Contact to Advertiser, and/or (b) obtain, collect, and compile data that Publisher provides to Advertiser. Publisher will be solely liable for any and all damages, losses, expenses, costs (including reasonable attorneys’ fees) and other liabilities arising out of or related to Advertising Practices, advertising, creative, and/or messaging not pre-approved in writing by Advertiser.

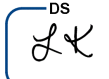
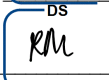
B. Telemarketing Compliance.

1. Data Collection. Any data Publisher provides to Advertiser for telemarketing shall consist of records of persons who (i) have made an inquiry (as that term is used in the Telemarketing Sales Rule and applicable state law, sufficient to satisfy the requirements of an Established Business Relationship as defined in the Telemarketing Sales Rule and applicable state law) regarding Advertised Services, and (ii) have not subsequently requested to be added to Publisher’s internal do-not- call list pursuant to the National Do Not Call Registry. Publisher agrees that any and all data it provides to Advertiser and/or the Advertiser Call Center will not be shared or marketed with any other party, individual or entity that has any business, research and development, sales, services or other pursuits similar in nature, purpose or otherwise competitive with products or services offered by Advertiser and/or Service Provider. Once a Transfer occurs, Publisher will not in any way, directly or indirectly, individually or on behalf of any other person or entity or other third party, contact the relevant individual related to the Transfer, nor shall Publisher in any way utilize for Publisher’s benefit the data in connection with the relevant individual related to the Transfer.

2. Record Keeping. Publisher shall maintain records, and will supply such records to Advertiser upon request, evidencing (i) compliance with the National Do Not Call Registry, (ii) maintenance and compliance with an internal do-not-call list, and (iii) the inquiry including, without limitation, the person receiving the inquiry or applicable IP addresses, and time/date stamps.

C. Email Compliance.

1. Messages. All Publisher email messages will comply with the CAN-SPAM Act and other applicable laws, rules, and regulations. All Publisher email messages will (a) contain an unsubscribe link in all commercial email; (b) contain a physical address in the creative; (c) clearly show in the creative that an individual is receiving an advertisement and/or marketing message; and (d) contain “Subject” and “From” lines that are not misleading.

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2. **Data Collection.** Any data Publisher provides to Advertiser for email marketing shall consist of records of persons who have given Affirmative Consent (as defined in the CAN-SPAM Act and applicable state law) to receive third party commercial email advertising messages regarding Advertiser Services and have not subsequently sent an unsubscribe request revoking this Affirmative Consent. Publisher will comply with opt-out and/or unsubscribe requests in a timely fashion.

3. **Record Keeping.** Publisher shall maintain records, and will supply such records to Advertiser, evidencing (i) maintenance and compliance with a regularly updated suppression list containing current unsubscribe requests of individuals and/or entities (in accordance with the CAN-SPAM Act) that have indicated they do not wish to receive subsequent email marketing, and Publisher will promptly notify Advertiser of any and all opt-out and/or unsubscribe requests, and (ii) the Affirmative Consent including, without limitation, the language used to obtain the Affirmative Consent to receive email, applicable IP address(es), and time and date stamps of the Affirmative Consent.

D. Natural Search. Publisher is prohibited from link farming, page cloaking or other deceptive practices to manipulate natural search rankings. In general, a search engine and an end user should see the same content on a website. All titles and descriptions used for search listing must be current, accurate, and not deceptive.


E. Paid Search. Publisher is prohibited from bidding on Protected Keywords. Publisher is further prohibited from utilizing paid search to link directly to the Lexington Website without the use of a landing page.

F. Other Advertising. Publisher is prohibited from marketing or advertising Lexington Services by any means not specifically approved in this Agreement or a supplemental Insertion Order without Advertiser’s prior written approval. Examples of prohibited advertising include, but are not limited to, direct mail, radio, television, yellow page ads, etc.

G. Messaging. Advertiser must approve in writing all advertising and messaging that Publisher uses for marketing on behalf of Advertiser in advance of its commercial use. Advertiser will provide approved creative for marketing purposes. Publisher may not use any content or information from the Lexington Website, including textual content, graphics, pictures, etc., without prior written approval from Advertiser.

H. Advice and Counsel. Publisher is prohibited from making any statement or giving any advice or counsel that is untrue or misleading, or which upon the exercise of reasonable care should be known to be untrue or misleading. Publisher is prohibited from making any statement or giving any advice or counsel contrary to federal or state credit repair laws, and from speaking on behalf of Advertiser or Lexington.

I. Publisher Identification. In all advertising, Publisher shall clearly differentiate between the Publisher and Service Provider. Publisher is prohibited from portraying its website as the Lexington Website or as any website owned and/or operated by the Service Provider. Publisher shall not suggest, imply, or otherwise communicate in any way that Publisher is contacting anyone on behalf of the Service Provider or that Publisher is partnered or affiliated with the Service Provider. Publisher shall not portray itself as a credit repair organization.

Advertiser:  DS
Publisher:  DS

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J. Advertisement Identification. Each and every Publisher advertisement will comply with and follow the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising located at 16 C.F.R. Part 255 (“FTC Guides”). Each and every Publisher advertisement that includes Publisher’s endorsement of and/or personal experience with the Advertised Services and/or Service Provider shall contain a clear and conspicuous identification that Publisher is either being paid or has received a promise of compensation in exchange for the endorsement, pursuant to the FTC Guides.

K. Permissions. Publisher warrants, represents, covenants, and acknowledges that it holds all necessary rights to permit lawful use of the Leads and/or Contacts provided to Advertiser for the purposes of this Agreement (for example, Publisher has lawfully obtained and will lawfully obtain any and all data regarding users or other consumer information that Publisher provides to Advertiser, and Publisher holds all necessary permissions to use such data and to allow Advertiser to use such data). Publisher warrants, represents, covenants, and acknowledges that it will obtain and record the prior express written consent (as defined in the Federal Trade Commission’s Telemarketing Sales Rule and the Federal Communications Commission’s regulations implementing the Telephone Consumer Protection Act, as well as applicable state law) of each consumer related to any Lead, Contact, and/or data provided to Advertiser, and will provide a copy to Advertiser. Publisher will obtain electronic signatures of each consumer’s prior express written consent by saving electronic records of a consumer’s electronic opt-in and/or recording verbal authorizations, and will provide the following to Advertiser: (a) for all printed documentation, Publisher will (i) provide the consumer’s name, telephone number and IP address as well as the time and date of the opt-in and the URL from which the consumer opted in; and (ii) provide a screenshot of the language used to obtain prior express written consent; and (b) for all phone scripts, Publisher will (i) provide the consumer’s name and telephone number as well as the time and date of the opt-in; and (ii) provide a recording of the language used to obtain the prior express written consent along with the verbal authorization of the consumer constituting his or her electronic signature. Publisher will provide to Advertiser auditable records for every call that results in a Lead and/or Contact sent to Advertiser. Publisher will maintain a record of a consumer’s electronic signature to the prior express written consent by recording the verbal authorizations.

L. Downloadable Applications. Publisher is prohibited from promoting Lexington via downloadable applications, also known as spyware, adware, or similar applications. Using software that redirects traffic is strictly forbidden. Without limiting the foregoing, Publisher may use Advertiser’s Credit Tool, as provided by Advertiser, to submit data in accordance with the terms and conditions of this Agreement.

M. Transfers.

1. **Call Procedure.** Publisher’s call center agents (i) receiving inbound calls from those customers who call into Publisher’s call centers, and (ii) making outbound calls, along with Publisher’s Interactive Voice Response system, (collectively “Publisher’s call center agents”), will determine each customer’s interest in a product or service marketed by Advertiser by presenting a script (“Script”) prepared and approved by Advertiser and delivered to Publisher with a corresponding insertion order. Publisher’s call center agents shall read the Script questions verbatim. Advertiser, in its sole discretion, may update or modify the Script or test different formulations of the Script and Publisher shall implement such new scripts within one (1) business day of confirmed receipt of the updated or modified Script.

Advertiser:
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Publisher:
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2. Marketing and Transfers. All marketing performed via the telephone shall: (a) follow all Do Not Call (“DNC”) rules, whether federal or state protocols and regulations, (b) employ a quality review process that includes call recording systems, for quality assurance and review, and inform consumers of recording procedures as required, (c) employ a quality review process, including random review, targeted audit, random audit, rectifying complaints, etc., (d) properly present and not overpromise the services related to the Script provided by Advertiser, (e) not “force” consumers into selecting options; for example, if a consumer states “he or she is not interested” twice, the call should end, and (f) clearly identify the phone representative as being from or with Publisher.

3. Permission to Transfer. Publisher’s call center agents will, upon a customer’s expression of interest in the products or services identified in the Script, obtain from such customer (prior to any Transfer) the customer’s express and explicit consent and permission for the Publisher’s call center agent to transfer the customer to an Advertiser Call Center.

4. Best Efforts. Publisher’s call center agents will devote their reasonable best efforts to transfer all such customers who (1) express an interest in the products or services identified in the Script, and (2) give consent and permission to be transferred, to an Advertiser Call Center, which will then attempt to market such products or services to each such customer. If permitted by an applicable Insertion Order, use of an approved IVR script shall be considered reasonable best efforts.

5. Telecommunication Costs. Publisher shall be solely responsible for all telecommunications costs related to all calls prior to the Transfer of the customer to an Advertiser Call Center.

6. Forecasts. Within five (5) business days of a request during the term of this Agreement, Publisher shall provide Advertiser with a rolling ninety (90) day forecast, made in good faith upon reasonably diligent preparation, of its anticipated number of transfers for each of the previous ninety (90) days beginning with the first day on which the forecast is provided. The forecast shall state Publisher’s estimate of the number of customer calls anticipated to be transferred during each of the days in the ninety (90) day period. In each forecast, Publisher may modify information provided in a prior forecast to more accurately reflect current information. Publisher shall use commercially reasonable efforts to ensure that its forecast is as accurate as possible.

7. Reports. Upon request, Publisher will provide Advertiser with a report which shall consist of at least: (i) the number of customers who are read or otherwise are presented with the Script, and (ii) the number of customers who are transferred to an Advertiser Call Center. Upon request, Advertiser will provide Publisher with a report which shall consist of the number of customers who are transferred to an Advertiser Call Center. Publisher will provide to Advertiser auditable records for every call that results in a transferred phone call to Advertiser.

V. PROPRIETARY RIGHTS

A. Title and Ownership. This Agreement does not grant any title or ownership interests in any Advertising Materials or Advertiser Offers to Publisher. Any information Publisher retrieves from Internet sites owned or operated by Advertiser or Lexington and the Advertiser Offers (collectively the “Sites”) is material copyrighted by its respective owner. All title and ownership in all Advertising Materials and Sites is retained and remains the exclusive property of its respective owner. Publisher shall

Advertiser: _____
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Publisher: _____
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have only those revocable rights in or to the Advertising Materials and Sites explicitly granted to Publisher pursuant to this Agreement.

B. Legal Challenges. At no time during this Agreement shall Publisher challenge or assist others to challenge the registration (trademark or otherwise) of any Advertising Materials, nor shall Publisher attempt to register for its own benefit any Advertising Materials or any materials that are substantially and/or confusingly similar to the Advertising Materials.

VI. REPRESENTATIONS AND WARRANTIES

A. Intellectual Property. Each party represents and warrants to the other that no intellectual property used to perform this Agreement will infringe any third-party patent, copyright, trade secret, or other proprietary right. Each party warrants, represents, covenants and acknowledges to the other that the use, reproduction, distribution, transmission or display of any advertisement used in connection with the Program, including but not limited to any web sites, newsletters, or other advertising or promotional content (“Advertisement”), any data regarding users of such Advertisement, and any material to which users can link, or any products or services made available to users, through or as a result of the Advertisement, shall not (i) materially violate any federal, state and local laws, rules and regulations or any rights of any third party including, without limitation, laws relating to advertising, the Internet, privacy, e-mail, data protection, and unfair business practices; (ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law; or (iii) use any trademark, trade name, or corporate name of the other party other than for the purposes of the Program.



B. Conflicting Obligations. Each party represents and warrants to the other that it is not currently bound by any other agreement, restriction, or obligation which in any way interferes or is inconsistent with this Agreement. Neither party shall assume any such obligation or restriction while this Agreement remains in force.

C. Advertising Practices. To the extent that Publisher provides any advertising covered by such practices, Publisher represents and warrants that it will comply with the Advertising Practices identified in Section IV.

D. Disclaimer. ADVERTISER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ANY SERVICES OR PRODUCTS IT PROVIDES, OR THE SITES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ADVERTISER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY OR ANY OTHER ASPECT OF ADVERTISER’S SERVICES OR PRODUCTS OR THE SITES, OR ANY OF ADVERTISER’S CLIENTS’ SERVICES OR PRODUCTS.

VII. INDEMNIFICATION; LIMITATION OF LIABILITY

A. Indemnification. Each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from all damages, losses, expenses, costs (including reasonable attorneys’ fees) and other liabilities arising out of or related to (a) the reckless,

Advertiser:  _____
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willful or negligent acts or omissions of the Indemnifying Party, its employees or agents in connection with its obligations under this Agreement; (b) the Indemnifying Party's or any of its agents, affiliates, subsidiaries, directors, officers, employees, licensors, licensees, consultants, contractors, and partners' breach or alleged breach of any of the representations, warranties, covenants, agreements or obligations under the Agreement; (c) any third party claim arising from the use of or access to advertisements or any material to which users can link, or any third party products or services made available to users through any Advertisement other than those specifically created and promoted by the Indemnified Party; and (d) any violation of law and/or violation of any third party's rights by the Indemnifying Party, its agents, affiliates, subsidiaries, directors, officers, employees, licensors, licensees, consultants, contractors and/or partners which results in liability to the Indemnified Party; provided that (i) the Indemnified Party gives prompt written notice of any such claim of which the Indemnified Party has knowledge; and (ii) that Indemnifying Party receives the full cooperation of the Indemnified Party in the defense thereof. Publisher further agrees to indemnify, defend and hold Advertiser and any third parties harmless from and against any and all liability, loss, damages, expenses, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to any third party or regulatory claim arising from Advertiser's or any third party's use of any Lead, Contact, and/or data provided by Publisher to Advertiser.

B. Limitation of Liability. Neither party will be liable to the other for any special, indirect, exemplary, punitive or consequential damages (for example, lost profits), even if the parties know about the possibility of these damages. Neither party will have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the control of that party. Publisher acknowledges that Advertiser has entered into the Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties. Except for cases involving fraud on the part of the Publisher, no action, regardless of form, arising in connection with this Agreement, will be brought against either party more than one (1) year after the date such cause of action first arises.



VIII. CONFIDENTIAL INFORMATION

A. Survival. All confidentiality provisions shall survive termination of this Agreement for any reason and will continue to remain enforceable.

B. Acknowledgment. Publisher acknowledges and agrees that any Confidential Information received from Advertiser during the course of this Agreement is a valuable trade secret, constituting the confidential and proprietary property of Advertiser. Advertiser has taken steps that are reasonable under the circumstances to protect the confidentiality of such information. Such information derives economic value from not generally being known to and not readily being ascertainable by others.

C. Ownership. Both parties further agree that all Confidential Information and all documents that contain, reflect or are generated from Confidential Information are the sole and exclusive property of the party making a disclosure of its own Confidential Information (the "Disclosing Party").

D. Non-Use and Non-Disclosure. Both parties shall: (i) stringently protect the confidentiality of all Confidential Information and, (ii) not disclose Confidential Information to any third party, except as needed in connection with the performance of its obligations under this Agreement to the

Advertiser: 
Publisher: 

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benefit of the Disclosing Party, and even then only to third parties that have signed a non-disclosure agreement containing provisions substantially similar to and at least as protective as the terms of this Agreement, and (iii) will not use, copy, or modify Confidential Information except as authorized for the benefit of the Disclosing Party. A party may disclose the other party's Confidential Information if required by law so long as the other party is given prompt written notice prior to disclosure and the party assists in obtaining an order protecting Confidential Information from public disclosure.

E. Confidentiality of Agreement; No Press Releases. Neither party will disclose the existence of this Agreement or the terms of this Agreement to any third party without the prior written consent of the other party, except (i) as required by applicable laws, or (ii) to qualified legal, accounting, or other professionals who represent the party and are obligated to maintain this Agreement in confidence. Neither party will make public the relationship between the parties or the existence of this Agreement without the prior written consent of both parties.

IX. NON-SOLICITATION



A. Employees. During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall directly or indirectly solicit for employment, or advise or recommend to any other person, firm, business or entity that they employ or solicit for employment, any employee of the other party or any employee of an affiliated business of the other party, other than through general advertisements for employment.

B. Affiliates. Neither Advertiser nor Publisher shall knowingly or intentionally solicit each other's affiliates. Trade conferences, generalized advertisements, and communications sent to multiple affiliates about affiliate opportunities shall not be considered a knowing or intentional solicitation. Should an affiliate of its own accord contact Advertiser or Publisher, Advertiser or Publisher shall be free to pursue an affiliate relationship with that affiliate.

X. GENERAL PROVISIONS

A. Governing Law. This Agreement is governed by Utah law without reference to its conflict-of-laws principles and will be deemed to have been entered into and wholly performed within Utah.

B. Dispute Resolution and Venue. In the event of any dispute, question, controversy or claim (collectively "Dispute") arising out of or relating to this Agreement, the parties shall meet and attempt in good faith to satisfactorily resolve the Dispute. Any Dispute that the parties cannot resolve shall be settled by mediation in accordance with the rules of the American Arbitration Association. Any Dispute not resolved by mediation within sixty (60) days after submission by either party shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association then in force. The arbitration hearing shall take place in Salt Lake City, Utah, which the parties agree is reasonable. The decision of the arbitrator shall be final and binding on the parties. The parties agree that each may bring any Dispute against the other only in his/her/its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The parties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any Dispute between or among them arising out of or in any way related to the Agreement.

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Publisher: 

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C. Attorneys' Fees and Costs. If any litigation or arbitration proceeding is commenced in connection with this Agreement, the prevailing party, if any, will be entitled to payment by the other party of its reasonable attorney fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding, as determined by the court or arbitrator.

D. Equitable Relief. Any breach of a party's obligations with respect to intellectual property or confidentiality rights will cause irreparable injury for which there are no adequate remedies at law. The aggrieved party will be entitled to seek equitable relief in addition to all other remedies and money damages that may be available, without the posting of bond or other security, or if required, then the minimum bond or security so required.

E. Amendments. Any amendment or modification to this Agreement must be in writing signed by both parties.

F. Assignment. Either party may assign its obligations under this Agreement upon giving written notice to the other party, except that neither party shall assign its obligations under this Agreement to a direct competitor of the other party without the other party's prior written consent.



G. Notices. Any notices under the Agreement shall be sent to the addresses set forth in the relevant Insertion Order (or in a separate writing agreed to in writing by the parties) by facsimile, mail or express delivery service and deemed given upon receipt.

H. Waiver. The waiver or failure of either party to exercise any right provided for in this Agreement will not be deemed a waiver of any further or future right under this Agreement, and will not act to amend or negate the rights of the waiving party.

I. Severability. If any provision contained in the Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of the Agreement shall be valid and shall remain in full force and effect to the extent permitted by law.

J. Entire Agreement. This Agreement is the final, full and exclusive statement of the agreement between Advertiser and Publisher with respect to the subject matter set forth herein. It supersedes all prior agreements and inducements relating to the subject of this Agreement. No promise or agreement made at or after the execution of this Agreement is binding unless it is written and signed by both parties. Section headings are for convenience of reference only, will not be construed to limit or extend the meaning of any provision and will not be relevant in interpreting this Agreement. As used in this Agreement, the terms "include" and/or "including" mean by way of example and not limitation. Each party acknowledges and agrees that it has had the opportunity to seek independent legal and financial advice and has either done so or waived its opportunity to do so, and therefore no presumptions with respect to the drafter shall apply in connection with interpreting this Agreement.

K. Counterpart and Facsimile. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement shall be deemed an original.

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Publisher: 

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L. Time of the Essence. Time is expressly made of the essence of all the provisions of this Agreement.


M. Intentional Risk Allocation. The provisions of this Agreement reflect an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. This voluntary allocation was a material part of the bargain between the parties and the economic and other terms were negotiated and agreed to by the parties in reliance on that allocation.

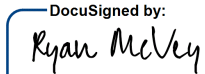
N. Independent Contractors. The parties are independent contractors. Under no circumstances will the employees of one party be deemed the employees of the other. This Agreement does not grant authority for either party to act for the other in an agency or other capacity, or to make commitments of any kind for the account of or on the behalf of the other.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

Advertiser: Progrexion Marketing, Inc.

Publisher: CallEngine Inc.

Signature: 
Print Name: Lisa Kimball
Date: 8/8/2016
Title: VP, Partner Relations

Signature: 
Print Name: Ryan McVey
Date: 8/5/2016
Title: CEO

Advertiser: 
Publisher: 

INSERTION ORDER – TERMS AND CONDITIONS (REV. OCTOBER 3, 2013)

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330 North Cutler Drive, North Salt Lake, UT 84054 | P: (801) 828-1700 | F: (801) 936-1401

INSERTION ORDER

| Publisher Contact Information | | Progrexion Contact Information | |
|---|---|--------------------------------|--|
| Company: | CallEngine Inc. | Company: | Progrexion Marketing, INC |
| Address: | 227 Main Street North, Suite 203 Markham, Ontario L3P 1Y6 Canada | Address: | 257 E 200 S, Suite 900 Salt Lake City, UT 84111 |
| Web Site: | www.callengine.com | Web Site: | www.lexingtonlaw.com |
| Tax ID: | | Contact: | Brittany Brackenbury |
| Contact: | Ryan McVey | Phone: | (801) 384-4190 |
| Phone: | | Fax: | (801) 703-7008 |
| Email: | ryan@callengine.com | Email: | bbrackenbury@progrexion.com |
| Order Details: Online and Phone sign-ups for Lexington Law | | | |
| Start Date: | 8-5-2016 | Quantity: | Unlimited |
| End Date: | Indefinite | Pricing: | \$20 per 2-minute call |
| Audit: | Invoca Tracking System and Lexington Law Tracking System | Metric: | Affiliate is paid on qualified call duration |
| Invoicing: | 15 th of the following month | Comments: | |
| Payment: | 15 th of the following month | | |

Agreed as of the date written below. This Insertion Order is subject to the Insertion Order Terms and Conditions.

| | | | |
|---------------------------------|--------------|-----------------------|----------|
| DocuSigned by: | Lisa Kimball | VP, Partner Relations | 8/8/2016 |
| 6848520A7BD64DA | | | |
| Progrexion Authorized Signature | Print Name | Title | Date |
| DocuSigned by: | Ryan McVey | CEO | 8/5/2016 |
| C1E286A0F47A4C7 | | | |
| Publisher Authorized Signature | Print Name | Title | Date |



330 North Cutler Drive, North Salt Lake, UT 84054 | P: (801) 828-1700 | F: (801) 936-1401

INSERTION ORDER

| Publisher Contact Information | | Progrexion Contact Information | |
|--|--|--------------------------------|---|
| Company: | CallEngine Inc. | Company: | Progrexion Marketing, INC |
| Address: | 227 Main Street North, Suite 203 Markham, Ontario L3P 1Y6 Canada | Address: | 257 E 200 S, Suite 900 Salt Lake City, UT 84111 |
| Web Site: | www.callengine.com | Web Site: | www.creditrepair.com |
| Tax ID: | | Contact: | Brittany Brackenbury |
| Contact: | Ryan McVey | Phone: | (801) 384-4190 |
| Phone: | | Fax: | (801) 703-7008 |
| Email: | ryan@callengine.com | Email: | bbrackenbury@progrexion.com |
| Order Details: Online and Phone sign-ups for CreditRepair.com | | | |
| Start Date: | 8-5-2016 | Quantity: | Unlimited |
| End Date: | Indefinite | Pricing: | \$20 per 2-minute call |
| Audit: | Invoca Tracking System and CreditRepair.com External Tracking System | Metric: | Affiliate is paid on qualified call duration |
| Invoicing: | 15 th of the following month | Comments: | CreditRepair.com is currently doing business in the following states: Alabama, Alaska, Arizona, Arkansas, California, Connecticut, DC, Delaware, Florida, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wyoming |
| Payment: | 15 th of the following month | | |

Agreed as of the date written below. This Insertion Order is subject to the Insertion Order Terms and Conditions.

| | | | |
|---------------------------------|--------------|-----------------------|----------|
| DocuSigned by: | Lisa Kimball | VP, Partner Relations | 8/8/2016 |
| Progrexion Authorized Signature | Print Name | Title | Date |
| DocuSigned by: | Ryan McVey | CEO | 8/5/2016 |
| Publisher Authorized Signature | Print Name | Title | Date |

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