



SQ Lead Management System - ORDER CONFIRMATION:

THIS IS A LEGAL CONTRACT BETWEEN YOU, REFERED TO AS "AGENT" AND SURE QUOTE.COM LEAD MANAGEMENT REFERRED TO AS "SQ LEAD MANAGMENT". READ IT CAREFULLY.

No one has the authority to make any changes to any part of this agreement or to waive any of its provisions unless it is approved in writing by our President, Vice President or Secretary.

1. General Information

Agent's signature certifies that all information provided is accurate and further authorizes Sure Quote Lead management to enroll Agent in SQ Lead Management System Services, referred to as "SQLMS membership" according to the price and conditions provided herein. Agent must read and accept the "End User License Agreement" prior to activation. The pricing quoted below is valid for thirty days from the date of this Order Confirmation. Please contact us if you have any questions or concerns about this Proposal before signing it.

Today's Date: _____	LIST State Licenses (For Campaigns) _____
Agent's Name: _____	_____
Name of Contact: _____	_____
Address: _____	_____
City/State/Zip: _____	_____
Phone Number: _____	_____
Email Address: _____	_____
Company's Name: _____	_____

2. Services & Pricing:

This agreement confers (1) SQLMS membership for One (1) Agent. Multiple users are not permitted. Agent is entitled to a three (3) week FREE TRIAL activation period immediately prior to the monthly paid subscription service. The Agent agrees to pay a monthly membership fee in the amount of One Thousand Three Hundred Ninety Five (\$1395.00) Dollars commencing on the first month after the free trial activation period. (See below for Special Conditions)*. The monthly membership shall automatically renew each month unless either party terminates this agreement, with or without cause, by giving the other party not less than thirty (30) calendar days written notice of termination prior to the expiration of the then-current month.

3. Software Installation and Training:

Agent agrees to pay a Seven Hundred Ninety Nine (\$799.00) Dollar non-refundable Implementation Fee referred to as "non-refundable fee". Agent agrees to attend and fully comply with the SQLMS installation and training requirements in the time frame as set forth below. Parties agree the non-refundable \$799.00 fee will cover the cost of installation of the SQLMS system, on a single Agent's computer, and Agent's training in the use of the SQLMS System. (See Schedule Below), and the cost associated with licensing Agent's fees and or submittal to various insurance carriers.

Agent agrees charges will be processed within one (1) business day of SQ Lead Management System's receipt of this document.

Agent agrees to a One Hundred Fifty (\$150.00) Dollar Software Installation fee, hereinafter "additional computer fee" for the installation of the software on additional computers. This fee is non-refundable.

Agent agrees to the following conditions in order for the FREE Trial Activation period to begin.

The Agent must complete the following in weeks 1 and 2:

1. Agent applications completed and submitted for processing
2. Software Installation & Set Up (Week 1)
3. Using the SureQuote Website Training (Week 1)
4. Selling with the SureQuote Lead Management System Training (Week 1)
5. Paramedical Service Training (Week 1)
6. Insurance company specific training for contracted carriers (Week 2)

4. Free Trial Activation Period – Weeks 3 through 5:

Upon completion of training in the required first two (2) weeks, Agent's access to the SQLMS will begin through the 3 Week Trial Activation. At this time Agent will have access to the SQLMS on a fully functional basis, including lead generation, online applications, automated paramedical ordering and status of pending case status.

5. SPECIAL CONDITIONS:

Group Promotional Conditions:

- Charge my card \$1,395 per month for my subscription
 Charge my card \$350 per week for my subscription

Agent's initials certify that Agent has read and accepted the provisions in each section below and intends to be bound by the terms:

(1) Agent agrees that this is a twelve month agreement unless cancelled with a 30 day written notice.

Agent's Initials: _____

(2) Agent's subscription to the services will automatically renew each month unless terminated with a 30 day written notice according to the terms of this End User License Agreement. The purchase order will serve as Agent's confirmation to renew subscription under the terms and conditions of the End User License Agreement.

Agent's Initials: _____

(3) SureQuote Proven System Guarantee: *If you follow SQLM's "proven system" as outlined below and are NOT satisfied with the results during your first month of activation (after your initial five (5) week introductory trial period) we will refund your first monthly subscription fee and allow you to cancel immediately with no further obligation. This guarantee excludes the \$799.00 Implementation Fee which is a NON refundable fee.*

Agent's Initials: _____

In order to qualify for the **SureQuote Proven System Guarantee**, the Agent agrees to:

1. Pay the non-refundable Implementation Fee;
2. Become licensed with at least one (1) SureQuote approved carrier;
3. Complete the initial five (5) week trial period which includes;
 - i. Software installation
 - ii. Using the SureQuote Website Training
 - iii. Selling with the SureQuote Lead Management System
 - iv. Paramedical Service Training
 - v. Company specific training
4. Use the SureQuote system a minimum of 60 hours during the first month of activation after the Introductory Trial Period as recorded in SureQuote.
5. Produce at least five thousand dollars (\$5,000) of paid annualized premium during the first 30 days after the Trial Activation Period as recorded in SureQuote.

Agent's Initials: _____

(4) If applicable to Agent's products/services, in addition to any minimum fees, you will be required to pay for all actual usage of the services. Please note that unused products/services under a monthly subscription account will not carry over from any given month to the following month. The billing method, as checked below, will be charged/invoiced at the rates listed above for all usage on your account.

Agent's Initials: _____

(5) Agent acknowledges that SQLMS considers the below activities prohibited, according to the End User License Agreement, unless you have SQLMS' prior written approval:

(a) Incorporating any portion of SQLMS' services into a permanent database for any purpose;

Agent's Initials: _____

(b) Downloading and/or copying an unreasonable or excessive amount of SQLMS records from SQLMS; SQLMS considers more than 50 records per user, per month to be unreasonable (this restriction only applies to usage under “unlimited” plans/packages for the following products/services: SQLMS

Agent's Initials: _____

(c) The resale or redistribution of any portion of SQLMS’ services (which includes displaying over a website or the Internet);

Agent's Initials: _____

(d) The use of SQLMS’ services to create structure or enhance any database in any form for resale or distribution;

Agent's Initials: _____

(e) The Storage or copying any of SQLMS’ records in such a way as to co-mingle such records with data from another third party data provider.

Agent's Initials: _____

(f) Agent agrees to the \$799.00 non-refundable Implementation Fee.

Agents Initials: _____

Agent's Authorized Signature

Date

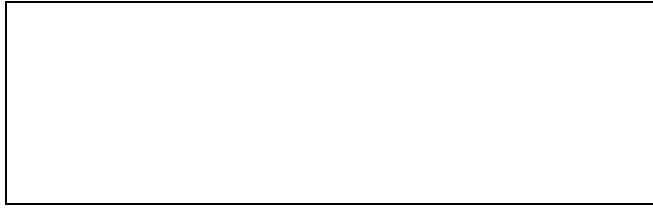
Printed Name, Corporate Title

6. Signature Box:

Please sign within the box below. Do NOT touch the sides of the box with your signature. This is the signature we will use for the electronic transmission of your policy applications to the insurance carrier(s).

I authorize SureQuote to use my digital signature to sign my applications submitted to its carriers.

Agents Initials: _____



7. Credit Card Authorization:

I hereby authorize Total Mortgage Protection, LLC to charge the credit card listed below in the amount(s) and at the frequency as described herein. I certify that I am an authorized purchasing Agent of the entity listed above and I am satisfied with this agreement and intend to be bound by it.

Authorized Signature

PLEASE PRINT NEATLY

Agent's Name and Title: _____
Card Type _____
Credit Card Number: _____
Expiration Date/ Code: _____ 3/4 Digit Security Code _____
Name on Card: _____
Billing Address: _____

8. Authorization to Proceed:

By signing below, Agent authorizes Total Mortgage Protection to proceed with account activation by enrolling Agent for services, as set out in detail herein, according to the price, terms and provision of this contract. I certify that I am an authorized Agent of the entity listed above.

Authorized Signature

Printed Name, Corporate Title

Date

SureQuote.com Lead Management System

END USER LICENSE AGREEMENT (EULA)

Notice to user:

This is a contract. By installing our software or using this information, you accept all the terms and conditions of this agreement and intend to be bound by it, including the product, pricing and billing information in the order confirmation ("Order Confirmation"), the terms of which are incorporated by reference.

SureQuote.com Lead Management System., ("SQLMS"), User License Agreement (the "Agreement") accompanies the SQLMS software product and related explanatory materials (the "Software"), which is designed to access SQLMS' web based application via internet access or browser based access. This Agreement and the term "Software" also includes any upgrades, modified versions, updates, or reasonable service replacements of the Software licensed to you by SQLMS. You ("Agent") are granted a limited, non-exclusive license to use the Software and the Information, provided you agree to the following:

1. Property.

The Software and Information are owned and copyrighted by SQLMS. No ownership rights beyond the licenses granted herein are conferred to either the Software or the Information and, except for the limited license provided, SQLMS reserves all rights in and to the Software and Information and all underlying data compilations and information contained therein, including but not limited to the exclusive rights under copyright and the right to grant further licenses. The Software and Information are for the sole use within Agent's own organization and by Agent's own employee or Agents. Other than expressly stated herein, Agent may not lend or transfer the Software or Information, or permit others to do so, without SQLMS' prior written consent. Violation of the foregoing provision shall constitute a default under this Agreement. Agent shall not use the Software or Information contained herein to create, enhance or structure any database in any form for resale or distribution. Agent acknowledges that the Software and Information are the proprietary property of SQLMS, and have been furnished to the Agent in trust, and are a valuable commercial product, the development of which has involved an expenditure of substantial time and money by SQLMS. Agent agrees both during and after the term of this Agreement not to disclose, use, disseminate, reproduce or publish any portion of the Software or Information in any manner other than as stated herein. It is the sole responsibility of Agent to maintain the confidentiality of all assigned usernames and passwords, and Agent shall be responsible for all charges relating to the use of said usernames and passwords whether or not authorized by Agent. Agent shall notify SQLMS in writing of all changes, deletion or additions to the identity of persons assigned usernames.

2. Compliance Audits.

SQLMS reserves the right to audit the Agent to ensure Agent's compliance with the terms and conditions of the Agreement, after providing Agent with reasonable notice thereof. SQLMS shall pay for and may choose the appropriate auditor or investigator in its sole discretion. If such auditor determines there has been a material breach in Agent's compliance with the terms of this Agreement, SQLMS may immediately terminate the agreement, and pursue its other legal remedies. Should Agent not cooperate with SQLMS' reasonable request to audit for compliance within thirty (30) days of notice thereof, Agent shall be deemed to have conclusively admitted to

a material breach in Agent's compliance for which SQLMS may immediately terminate the Agreement and pursue its legal remedies.

3. License; Download and Copying.

Subject to the terms and conditions of this Agreement (including Agent's obligation to pay for Software and Information access), SQLMS grants to Agent a non-exclusive, non-transferable license under SQLMS intellectual property rights in the Software and Information to use the Software (in Executable Code form) solely for Agent's internal business purposes. A reasonable amount of the Information from the on-line products may be downloaded to floppy diskette or hard disk for internal use only. The Information may not be incorporated into a permanent database for any purpose without the express written permission of SQLMS. This Agreement entitles Agent to install the Software on a single desktop PC owned or controlled by Agent. Agent is prohibited from installing the Software on a LAN or WAN without express written authorization from SQLMS. Network installations shall require additional fees. No other copying, redistribution or use is permitted. Agent shall not disassemble, decompile, manipulate or reverse engineer the Software or Information and shall take all necessary steps to prevent such disassembly, decompiling, manipulation or reverse engineering of the Software or Information. Agent will take all reasonable steps, in accordance with the best industry practices, to protect the security of the Software and Information and to prevent unauthorized use or disclosure.

4. Use Restrictions.

In no event shall Agent use the Software or Information for illegal purposes or to violate any federal, state or local statute, law or regulation, for debt collection, skip tracing, electronic telephone directory assistance, or in connection with any permissible purpose as defined by the Fair Credit Reporting Act (PL 91-508, 15 U.S.C. Sections 1681 et seq.), as amended. Agent agrees and warrants that Agent shall not use any element or component of the SQLMS Services to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report, nor as an alternative insurance product or approach without the pre-approved, written consent of SQLMS. Agent shall be solely responsible for obtaining any and all necessary licenses, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to insurance agency practices. SQLMS makes no representations or warranties about the legality or propriety of the use of the Software or Information in any jurisdiction, state or region. The Software or Information may not be used outside the United States without the prior written consent of SQLMS.

5. Consumer Privacy.

Agent agrees (a) Agent will not use for solicitation the name, mailing address or telephone number of a consumer that is designated within any SQLMS product or service as requesting protection from solicitation; (b) Agent will abide by all prevailing federal, state, and local laws and regulations governing fair information practices and consumers' rights to privacy; and (c) Agent will limit access to consumer information to those individuals who have a "need to know" in connection with Agent's business and will obligate those individuals to acknowledge consumers' rights to privacy and adhere to fair information practices.

6. Pricing.

SQLMS reserves the right to change the charges shown on the Order Confirmation at any time upon giving the Agent thirty (30) days prior written notice. SQLMS reserves the right to apply a limit to Agent's usage. Due to the various rate structures, usage for each database, file or

service is accumulated and charged separately, according to the terms specified on the Order Confirmation. RATES CHARGED, WHICH ARE BASED ON A MONTH TO MONTH SUBSCRIPTION FEE. THERE IS A MINIMUM BILLABLE TIME OF ONE MONTHLY FEE AND USAGE WILL BE BILLED IN INCREMENTS OF ONE MONTH INCRAMENTS.

All accounts are prepaid accounts, charges for usage will be deducted from the prepaid amount on a monthly basis. In the event the prepaid balance is depleted prior to expiration, Agent shall be billed for excess usage at the applicable rate as stated on the Order Confirmation for the remainder of the term. Any credit balance remaining at end of the term will not be refunded or applied to any renewal. All applicable sales, use and similar taxes and shipping fees will be added to the charges specified herein. Additional charges may apply for training users at Agent locations. Agent shall provide all telephone lines, charges, and hardware or software necessary to access the on-line service.

7. Billing.

Payment for all charges is due based upon the due date shown on the invoice or statement. Charges for the services provided will be accumulated by the Agent and will be invoiced normally before the month in which the service is provided. If any payment is not made when due, a charge equal to one and one-half percent (1½%) will be added to the balance due, not to exceed the maximum legal limit permitted by law. If Agent becomes sixty (60) or more days past due, access or shipment will be automatically disabled until all past due charges are paid. Agent will continue to be responsible for any monthly minimum charge during any period that access or shipment is suspended.

8. Term and Termination.

The initial term of this Agreement is twelve (12) months starting with the effective date stated in the Order Confirmation or the date Agent first receives Software or Information, whichever is sooner. The term shall automatically renew for additional successive twelve (12) month terms, unless either party terminates this Agreement, with or without cause, by giving the other party not less than thirty (30) calendar days' written notice of termination prior to the expiration of the then-current term. If Agent shall be in default under any provision of this Agreement, SQLMS may terminate this Agreement effective ten (10) days after giving Agent written notice of such default, unless Agent shall have remedied the default within such ten (10) day period.

Upon termination of this Agreement by either party, Agent, at its own expense, shall return all Software and Information, including manuals, CD-ROMs, and published information, to SQLMS at its home office within ten (10) business days after the effective date of such termination, and any amounts unpaid by Agent for the entire initial or renewal term shall be immediately due and payable. Failure to return the products to us will result in: (i) Your bill reflecting a perpetual license fee for the product(s), which is up to five times the amount of your agreement; or (ii) If all Software and Information have not been returned in accordance with the foregoing, Agent shall provide SQLMS or SQLMS' Agent access to Agent's premises for the retrieval of the Software and Information, and Agent shall pay the actual costs as reasonably incurred by SQLMS to retrieve the Software and Information.; and/or (iii) Failure to comply with section 8 (i) and (ii) may affect your credit rating.

9. Warranty of Disclaimer.

THE SOFTWARE AND INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, THIS DISCLAIMER MAY NOT APPLY. SQLMS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION IS COMPLETE OR FREE FROM ERROR, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE INFORMATION, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE.

10. Limitation of Liability.

SQLMS' TOTAL LIABILITY AND AGENT'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY AGENT TO SQLMS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT. SQLMS SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SQLMS IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

11. Indemnification.

Agent agrees to indemnify and hold SQLMS harmless from and against all claims of third parties arising out of or related to the use of the Software or the Information by the Agent, or attributable to Agent's breach of this Agreement; provided that SQLMS gives Agent prompt written notice of any such claim. SQLMS shall control the defense and any settlement of such claim, and Agent shall cooperate with SQLMS in defending against such claim.

12. General.

(a) This Agreement and the Order Confirmation constitutes the entire agreement, (the "Agreement"), between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to, the Software or Information. Agent agrees that any purchase order or similar document will be for ordering purposes only, and any terms and conditions on such purchase order or similar document shall be of no force or effect. This Agreement shall not be construed as if either party had prepared it, but rather as if it were prepared jointly.

(b) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida applicable to agreements executed and to be performed solely within such State. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Southern District of Florida, Palm County Branch and the County Courts of the State of Florida, Palm Beach County in any litigation arising out of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(c) The prevailing party shall be awarded its reasonable attorney's fees and costs in any lawsuit arising out of or related to this Agreement.

(d) No modification, amendment, supplement to or waiver of any provision of this agreement shall be effective unless in writing and duly signed by an authorized representative of all parties hereto. Agent acknowledges that no person has the authority to modify this Agreement or waive any of its terms on behalf of SQLMS except as expressly provided in this Agreement.

(e) Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied.

(f) Agent may not assign this Agreement or allow third parties, other than Agent's employees, to use the product or service and that the data provided under this Agreement without prior written consent of SQLMS.

(g) SQLMS shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond SQLMS' reasonable control.

THE USE OF THE SOFTWARE OR INFORMATION IS SUBJECT TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Authorized Signature

Printed Name, Corporate Title

Date