



LEAD EXCHANGE AGREEMENT

THIS LEAD EXCHANGE AGREEMENT (the “Agreement”) is entered into as of _____, 2016 (the “Effective Date”) between _____, an _____ corporation (“**Publisher Party**”), located at _____, and **eDirex Media, LLC.**, an Illinois Limited Liability Corporation (LLC) (“**Client Party**”), located at 2135 City Gate Lane, Suite 300, Naperville, IL 60563.

WHEREAS, **Publisher Party** generates requests for quotes (“**RFQ**”) for various business-to-business products and services; and

WHEREAS, the parties believe it would be mutually advantageous for **Publisher Party** to provide RFQs to the **Client Party** in order to enable **Client Party** to fulfill such requests via its vendor network in exchange for a fee as more fully described and subject to all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties have agreed as follows:

1. **Certain Definitions.** As used but not otherwise defined herein, the following terms shall have the following meanings:
 - a. “**Assigned Lead**” means a Lead which the Client Party assigns to one or more of its vendors in its vendor network.
 - b. “**Client Party**” means, with respect to a lead delivered by one party to another hereunder, the recipient party.
 - c. “**Client Vertical**” means a category or products or services identified by a Client Party from time to time as one for which it is willing to receive Leads hereunder.
 - d. “**Lead**” shall mean an RFQ for one or more Client Verticals received by the Publisher Party in the ordinary course of its “lead generation” business which has not been affirmatively rejected by the Publisher Party’s internal process.
 - e. “**Marks**” means a party’s trade names, trademarks, service marks and logos.
 - f. “**Net Revenue**” means the gross revenue received by the Client Party, less refunds by the Client Party on account of Assigned Leads that are returned by a vendor in accordance with the Client Party’s return policy. No other deductions from gross revenue shall be taken in calculating Net Revenue.
 - g. “**Publisher Party**” means, with respect to a lead delivered by one party to another hereunder, the party providing the lead.
 - h. “**Slots**” means the number of remaining client matches in the Publisher Party’s standard policy.
 - i. “**Vertical**” means a category or products or services for which a user has submitted an RFQ.



2. Services.

Subject to the terms and conditions of this Agreement, the Publisher Party will refer Leads to the Client Party exclusively and in such format as is specified on Exhibit A attached hereto or as otherwise agreed in writing by the parties from time to time.

3. Rights and Obligations of the Publisher Party.

- a. With respect to Leads, the Publisher Party may deliver such Leads to the Client Party provided that it shall do so immediately following its verification process and shall inform the Client Party of the number of Slots available.
- b. In connection with this Agreement, the Publisher Party will not (i) engage in the practice of search engine "spamming" (i.e., the inappropriate use of search engine optimization tactics such as doorway pages or cloaking); (ii) provide users with any incentive or compensation, other than quotes, to generate Leads to the Client Party; (iii) use any Marks of the Client Party, except as expressly set forth in this Agreement or authorized by the Client Party in writing; (iv) through its promotional efforts to generate Leads, misrepresent the Client Party or otherwise engage in any deceptive or misleading practices; or (v) falsify or attempt to falsify Leads submitted to the Client Party. For avoidance of doubt, nothing herein nor the provision of any Leads or other information by either party to the other constitutes permission to use any vendor Marks.

4. Rights and Obligations of the Client Party.

- a. The Client Party may at all times verify and/or contact the Lead via an automated or human verification source, subject to compliance with all applicable laws, rules and regulations.
- b. The Client Party may at all times contact Leads using such practices and procedures as are used by the Client Party with respect to its own directly-sourced RFQs, subject to compliance with all applicable laws, rules and regulations;
- c. The Client Party may determine, in its sole discretion, whether or not to convert a Lead into an Assigned Lead;
- d. The Client Party may (i) match Assigned Leads to the number of Slots designated by the Publisher Party, which, unless otherwise specified by the Publisher Party or mutually agreed by the parties, shall not exceed five (5) Slots, (ii) use or contact the Lead, directly or indirectly, to verify and assign such Lead to vendors in its vendor network, (iii) include in its communications with the Lead any promotional, marketing or other information regarding the Client Party or any other entity, or their respective products or services;
- e. The Client Party will not (i) link to any website of the Publisher Party in any way which might lead others to believe that the Publisher Party's website or any of its contents were created or are operated or offered by the Client Party or any party other than the Publisher Party, unless approved in advance in writing by the Publisher Party, or (ii) use any of the Publisher Party's Marks or any of the textual content of the Publisher Party's website as metatags or otherwise in the Client Party's own website, unless approved in advance in writing by the Publisher Party.

In connection with assigning a Lead, the Client Party may communicate to the user that the source of the Lead was the Publisher Party.



- f. In addition, except as specifically set forth in this Agreement, the Publisher Party will not (i) use the Leads for itself or on behalf of any third party, or (ii) resell or redistribute or attempt to resell or redistribute any Leads.
- 5. Reporting.** The Client Party, will provide the Publisher Party, with monthly offline (available within three (3) business days after month end) or ongoing online reporting which will identify each Lead that converted to an Assigned Lead.
- 6. Licenses.** Subject to the terms and conditions set forth in this Agreement,
- a. The Client Party hereby grants the Publisher Party a limited, fully-paid, non-exclusive, non-transferable, non-sublicensable license during the Term to use any materials, information and technology supplied by the Client Party to the Publisher Party solely for the purpose of referring Leads to the Client Party as contemplated by this Agreement; and
 - b. The Publisher Party hereby grants the Client Party a limited, fully-paid, non-exclusive, non-transferrable, non-sublicensable license during the Term, to use the Leads and such of the Publisher Party's Marks as provided and approved by the Publisher Party, solely for purposes of (i) fulfilling the Client Party's obligations hereunder, or (ii) preparing any internal analyses.
 - c. All uses of a party's Marks shall be in accordance with such party's quality control standards and trademark usage guidelines as established by such party from time to time. Should a party notify the other of any non-compliant use, the other party shall immediately remedy such noncompliance to the licensor's satisfaction. All use of a party's Marks, and all goodwill associated therewith, shall inure solely and exclusively to the benefit of such party.
- 7. Term and Termination.**
- a. The Term of this Agreement is for one (1) year from the execution date of this Agreement. The Agreement will automatically renew for additional one (1) year terms, unless either party provides written notice of intent not to renew at least thirty (30) days before the Term expires.
 - b. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the non-terminating party is in breach of this Agreement and such breach is not cured within such thirty (30) days notice period. Upon suspension of receipt or delivery of Leads or termination of this Agreement, each party shall immediately cease directing traffic to the other party and, within thirty (30) days of termination, each party shall pay to the other party any fees earned by such party through the date of such termination.
- 8. Ownership.**
- a. Nothing herein is meant to or shall effectuate a transfer of ownership in the intellectual property rights of either party and, as such, and in each case subject to the limited license (if any) granted hereunder, each party is and shall remain the exclusive owner of all right, title and interest in and to (i) its vendor relationships; (ii) its websites and any content displayed thereon; (iii) its Marks; (iv) all data contained



therein collected on its web site(s); (v) any other material, information or technology supplied or made available by such party to the other hereunder; and (vi) all intellectual property rights in the foregoing.

- b. The foregoing notwithstanding, it is expressly acknowledged that each party may receive, separately from this Agreement, information from Leads (“**Separately Sourced Data**”) that is the same as or similar to information that is disclosed by the other party hereunder. Each party shall have an ownership right in its Separately Sourced Data that is separate and distinct from the other party’s ownership rights in such same or similar data.
- c. Except as expressly provided in this Agreement, neither party may distribute, sell, reproduce, publish, display, perform, prepare derivative works or otherwise use any of the intellectual property of the other party without the express prior written consent of such party.

9. Representations, Warranties and Agreements. Each party represents and warrants to the other party and agrees that as of the execution and during the Term of this Agreement (a) it is and will remain a corporation in good standing and has all necessary rights and authority to enter into this Agreement; (b) it owns and shall own all intellectual property rights in its content and Marks used hereunder or has and will have all rights necessary to grant any rights or licenses hereunder, if any, (c) the execution of this Agreement and the performance of its obligations hereunder do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (d) the performance of its obligations hereunder (including its disclosure and use of any Lead contact information in accordance herewith) will comply with applicable laws, rules, regulations, privacy policies (as long as such privacy policies are in compliance with applicable laws) and any contracts with third parties. **EXCEPT FOR THE FOREGOING WARRANTIES, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE RELATED TO THIS AGREEMENT.**

10. Indemnification. Each party shall indemnify, defend, and hold harmless the other party and its affiliates, subsidiaries, successors and assigns against any claim, demand, action, judgment, loss, damage, liability, cost and expense (including reasonable legal fees and expenses) (“Losses”), which may arise from a claim by a third party based upon any breach by such party of its representations, warranties and agreements set forth herein; provided, however, that the indemnified party (a) promptly gives written notice of such claims to the indemnifying party; (b) gives the sole control of the defense and settlement of such claims to the indemnifying party provided, however, that the indemnifying party shall not enter into any settlement on the part of the indemnified party without the prior written approval of the indemnified party; and (c) provides to the indemnifying party all reasonable assistance.

11. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, DOWNTIME, OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED \$10,000. THE FOREGOING SHALL NOT APPLY TO LIMIT A PARTY’S INDEMNIFICATION OBLIGATIONS OR IN THE CASE OF A PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Confidentiality. The Client Party agrees that it shall not disclose to any third party any Lead information provided to the Client Party by the Publisher Party but shall treat such information as confidential information; provided, however, that the Client Party may disclose such Lead information to vendors in its



vendor network in connection with matching such lead to its vendors. Notwithstanding the foregoing, the Client Party may disclose Lead contact information to its third party service provider for verification purposes solely to the extent necessary for the service being rendered; provided that the Client Party has a confidentiality agreement in place with such service provider with terms at least as protective as those contained herein.

13. Miscellaneous.

- a. Publicity. Neither party shall issue any press release or make any public statement referencing the other party or this Agreement, without the prior written consent of the other party.
- b. Relationship of Parties. The parties' relationship is one of independent contractors and neither party is an agent or partner of the other.
- c. Notifications. Any notice, approval or other communication required or permitted under this Agreement must be submitted by overnight express mail, certified or registered mail (postage prepaid, return receipt requested) to the party's address set forth above.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior written and oral statements relating to the subject matter hereof. This Agreement may not be amended without the written consent of both parties.
- e. Governing Law; Disputes. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to its conflicts of law. Any legal proceeding commenced under or pursuant to this Agreement shall be brought exclusively in the state courts or federal courts located in Illinois, and each party hereby irrevocably submits to the jurisdiction of such courts and agrees not to assert in any such proceeding that such courts represent an inconvenient forum for the resolution of any suit or controversy.
- f. Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights or delegate any of its duties under this Agreement to any third party without the prior written consent of the other party, except to an affiliate or in connection with a change of control or sale of all or substantially all of its assets. Any attempted assignment, transfer, or delegation in violation of the foregoing provisions will be void.
- g. Severability. Should a court of competent jurisdiction find any provision of this Agreement unenforceable, such provision shall be deemed severed from this Agreement and the remaining provision of this Agreement shall continue in full force and effect.
- h. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original for all purposes and all of which, taken together, shall constitute one and the same instrument.
- i. Survival. The following Sections of this Agreement shall survive the termination of this Agreement: 6, and 8 through 14.

IN WITNESS WHEREOF, the parties have executed this Lead Exchange Agreement as of the Effective Date.

eDirex Media, LLC