

EXHIBIT 6

Received: from [72.11.147.58] (HELO endogenter.com)
by mail.hasit.com (Stalker SMTP Server 1.8b9d14)
with ESMTP id S.0022470904 for <[DELETED]>; Sun, 01 Jan 2006 23:37:40 -0800
From: mStyle <Lexington.ffjy@endogenter.com>
To: [DELETED]
Subject: Billboard Top 10 Ringtones & Horoscopes- No Charge
Date: 02 Jan 2006 02:37:24 -0500
Message-Id: <23633426@dslamokpydZ-bdwrg>
X-E: kzshtvrwfkG/ikdyn
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="09845039450394dslamokpydZ-bdwrgirmar"

EVERYBODY'S DOING IT!
GET YOUR NO CHARGE RINGTONE & HOROSCOPE

<input type="radio"/> My Things Black Eyed Peas	<input type="radio"/> Your Body Pretty Ricky
<input type="radio"/> Cold Digger Kanye West	<input type="radio"/> Shake It Off Mariah Carey
<input type="radio"/> Run It Chris Brown	<input type="radio"/> Don't Cha Pussycat Dolls

GET YOURS NOW! [CLICK HERE](#)

mStyle

THE FOLLOWING IS AN ADVERTISEMENT SENT BY A MSTYLE AFFILIATE.
IF YOU HAVE ANY QUESTIONS OR CONCERNS, YOU MAY CONTACT US AT THE FOLLOWING ADDRESS:
MSTYLE LLC, ONE HARRISWAY, TENTH FLOOR CAMBRIDGE, MASSACHUSETTS
TO UNSUBSCRIBE FROM FUTURE MAILINGS FROM MSTYLE [CLICK HERE](#).
SHOULD YOU WISH TO UNSUBSCRIBE FROM THE LIST NAMED NOW SENT YOU
THIS EMAIL, PLEASE FURNISH THE UNSUBSCRIPTION INFORMATION BELOW:

If you prefer not to receive e-promos from us in the future,
please visit: [HERE](#) Your receipt of our e-mails is subject to our [Privacy Policy](#).

If you would like to write us regarding any questions:

MemorialPlaceCenter
7633E63rdPL
STE300
Tulsa,OK74133-1202
918.398.8017

EXHIBIT 7

Received: from [72.11.146.11] (HELO cgwcorps.com)
by mail.hasit.com (Stalker SMTP Server 1.8b9d14)
with ESMTP id S.0022369496 for <[DELETED]>; Sat, 31 Dec 2005 22:17:44 -0800
From: Mobile Chat <Robbins.ffvy@cgwcorps.com>
To: [DELETED]
Subject: Get unlimited incoming chat Messages
Date: 01 Jan 2006 01:17:36 -0500
Message-Id: <11710421@dsalamokpydZ-lwylwly>
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="kT2vYq1La8mTtKX1XWQ4KXUoXhsEfJE"



THE ABOVE IS AN ADVERTISEMENT SENT BY SPICYMINT APPARATUS.
IF YOU HAVE ANY QUESTIONS OR CONCERNS, YOU MAY CONTACT US AT THE FOLLOWING ADDRESS:
SPICYMINT 1000 EASTMERE ST. SUITE 200, THUNDERBOLT, OH 45241
TO UNSUBSCRIBE FROM ANY FUTURE MAILINGS FROM SPICYMINT CLICK HERE.
SHOULD YOU WISH TO UNSUBSCRIBE FROM THE LIST ABOVE USE SENT YOU THIS
EMAIL, PLEASE FOLLOW THE UNSUBSCRIPTION INFORMATION BELOW

If you prefer not to receive e-promos from us in the future,
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If you would like to write us regarding any questions:
SummitWoods
300E BusinessWay
Suite200
Cincinnati, OH, 45241
614.283.9149

EXHIBIT 8

Received: from vgd.rh.rit.edu ([129.21.127.31] verified)
by mail.reasonabledoubt.com (CommuniGate Pro SMTP 5.1.8)
with ESMTP id 83173348 for delis@hypertouch.com; Thu, 06 Sep 2007 12:02:05 -0700
From: "funny" <sqrkfan@rit.edu>
To: [DELETED]
Subject: Loan for a low month payment
Date: Thu, 6 Sep 2007 15:01:37 +0400
MIME-Version: 1.0
Content-Type: multipart/related;
boundary="====_NextPart_000_0005_01C7F096.D2D12130"
X-Mailer: Microsoft Office Outlook, Build 11.0.5510
Thread-Index: AcfwltLRCmYHsvkrQ8m+VVUIUTnjEw==
X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.2869
Message-Id: <AE10FCC809FEDAC.D4807F84F1@rit.edu>

Thank you for your loan request, which we recieved yesterday, your refinance application has been accepted

Good Credit or Not, We are ready to give you a \$398,000 loan, after further review, our lenders have established the lowest monthly payments.

Approval process will take only 1 minute.

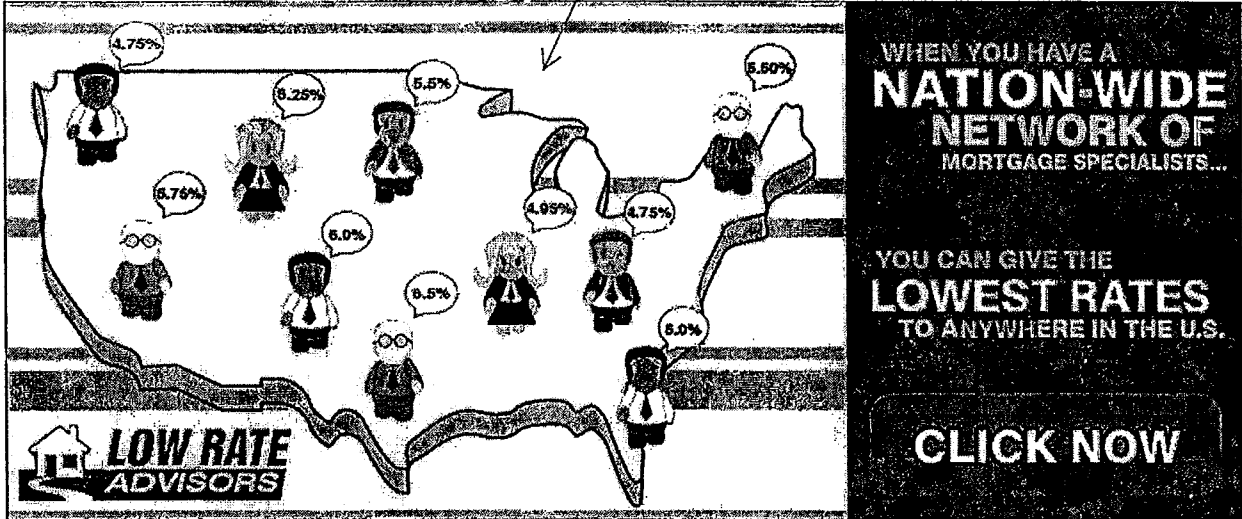
Please visit the confirmation link below and fill-out our short 30 second Secure Web-Form.

<http://hreeonefiverose.com/>

EXHIBIT 9

Received: from [72.11.144.10] (HELO gnbconnect.com)
by mail.hasit.com (Stalker SMTP Server 1.8b9d14)
with ESMTTP id S.0019620953 for <fenwick@hypertouch.com>; Wed, 30 Nov 2005 09:37:44 -0800
From: Low Rate Advisors <Patterson.tlws@gnbconnect.com>
To: fenwick@hypertouch.com
Subject: Mortgage rates dip to record lows.
Date: 30 Nov 2005 12:37:26 -0500
Message-Id: <12374971@dslamokpydZ-bajreyg>
X-E: kzshtvrwfkG/ihqylfn
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="09845039450394dslamokpydZ-bajreygirmar"

Note: spam's image is hosted by Azoogole at:
http://i.1100i.com/2116/Nov2005/mailers/2/images/720x300_677_1.gif



THE ABOVE IS AN ADVERTISEMENT SENT BY LOWRATE ADVISORS AFFILIATE.
IF YOU HAVE ANY QUESTIONS OR CONCERNS, YOU MAY CONTACT US BY THE FOLLOWING ADDRESS:
LOWRATE ADVISORS 1054 CENTRE ST. SUITE 572, THORNHILL, ON, L4J 1J8
TO UNSUBSCRIBE FROM ANY FUTURE MAILINGS FROM LOWRATE ADVISORS CLICK [HERE](#)
SHOWING YOU WISH TO UNSUBSCRIBE FROM THE LIST OWNER WHO SENT YOU THIS
EMAIL, PLEASE FOLLOW THE UNSUBSCRIPTION INFORMATION BELOW:

If you prefer not to receive e-promo's from us in the future,
please visit: [HERE](#) Your receipt of our e-mails is subject to our [Privacy Policy](#).

If you would like to write us regarding any questions:
AmherstCenter
300InternationalDr.
STE100
Williamsville,NY14221-5783
716.276.1025

EXHIBIT 10

Received: from nsl.centralecoast.com ([66.79.184.57] verified)
by mail.hasit.com (Stalker SMTP Server 1.8b9d14)
with SMTP id S.0073940776 for <>; Mon, 18 Feb 2008 20:33:12 -0800
From: Handbag on us <cec@centralecoast.com>
Subject: -Get a free Handbag- choose from top designers!
To: [DELETED]
Date: Mon, 18 Feb 2008 20:33:12 PST
Content-Type: text/html; charset=us-ascii
Content-Transfer-Encoding: 7bit
Message-Id: <S.0073940778@mail.hasit.com>

HANDBAG TEST PANEL



Summary of Program Requirements: 1) Must be a legal US resident; 2) must be at least 18 years old or older; 3) must have a valid email and shipping address; 4) Eligible members can receive the incentive gift package by completing two reward offers from each of the Top, Prime and Premium reward offer page options. Completion of reward offers most often requires a purchase or filing a credit application and being accepted for a financial product such as a credit card or consumer loan. Please visit our website to read the complete Terms and Conditions. This promotion is not valid to residents of Washington State and is void where prohibited by law.

This email is an advertisement. The manufacturers and retailers of the gift items offered through our programs have not endorsed this promotion and are not affiliated with the promotion in anyway. All trademarks, service marks, logos, and/or domain names (including the names of products and retailers) are property of their respective owners. If you wish to unsubscribe from this affiliate's list, please use the instructions provided by the affiliate. If you would like to place your email address on HandbagTestPanel.com's do not contact list, please visit <http://www.HandbagTestPanel.com/unsub.php> and input your email address, or you may write us at HandbagTestPanel.com 3830 Forest Drive, Suite 207, Columbia, SC 29204.

To unsubscribe, [click here](#).

Ready Campaigns
330 N. Main,
Kaysville, UT 84037

EXHIBIT 11

Received: from [201.43.29.68] (HELO 3DDD9F70)
by mail.hasit.com (Stalker SMTP Server 1.8b9d14)
with SMTP id S.0040181168; Thu, 27 Jul 2006 02:39:52 -0700

X-TPG-Antivirus: Passed

Received: from 192.168.0.6 (203-219-97-37.ok.com [203.219.97.37]) by mail3.ok.com (envelope-from
Schallertzsovsliid@megapath.net) (8.13.6/8.13.6) with SMTP id MYZTBZRZ23421043 for <[DELETED]>;
Thu, 27 Jul 2006 05:39:32 -0500

Message-Id: <8029741205.MYZTBZRZ23421043@mail3.ok.com>

From: "Ms Callis" <Schallertzsovsliid@megapath.net>

To: [DELETED], [DELETED], [DELETED],[DELETED],[DELETED],[DELETED]

Subject: Only \$688/Month for \$150,000! SmartChoice loan from Quicken Loans

Sender: "Ms Callis" <Schallertzsovsliid@megapath.net>

Mime-Version: 1.0

Content-Type: text/html

Date: Thu, 27 Jul 2006 05:39:32 -0500

oans include fixed and adjustable in CO. Springs, CO.

Finalize It Here

EXHIBIT 12

ATTACHMENT A

All Major ISPs and many state Attorney Generals warn against attempting to "opt out" of spam

<http://www.microsoft.com/dynamics/community/avoidspam.msp#>

Avoid replying to spammers.

Spam messages may tell you how to opt out of future mailings for example, by replying with "REMOVE" in the subject line. But many spammers deceptively include these instructions just to confirm they've reached a working e-mail address. Unless you know the message sender or you're unsubscribing from a mailing list you signed up for, you should delete these messages without responding.

<http://office.microsoft.com/en-us/help/HA010701261033.aspx>

Avoid replying to the sender

When you reply and type REMOVE in the subject line, this is a great way to let spammers know that yes, your e-mail address is up, running, and being used right now. It's like waving a white flag that says, "I read unsolicited e-mail. Please send more."

http://www.earthlink.net/about/press/fighting_spam/

Never reply to spam.

Legitimate companies will allow you to unsubscribe to an email list by hitting reply and typing remove from list in the subject line. For spammers, however, your reply is simply verification that they hit a valid email address, and you'll be forever on their list.

<http://sbc.antispam.yahoo.com/tips>

Never respond to unsolicited email - this can alert the sender that your email address is valid. Never click on a URL or web site listed in spam - this will also alert the sender that your email address is valid.

<http://www.att.com/gen/general?pid=1401>

If you receive spam, don't reply to the sender or follow any removal instructions that might be included in the e-mail.

<http://www.comcast.com/Customers/FAQ/FaqDetails.aspx?id=2397>

Do not reply to unsolicited e-mails.

<http://www.spamhaus.org/removeisformugs.html>

By sending back a 'remove me' opt-out request you are confirming to the spammer that your address is live, you are confirming that your ISP doesn't use spam filters, you are confirming that you actually

Opt-Out-Warning: 1

open and read spams, and that you follow the spammer's instructions such as "click this to be removed". You are the perfect candidate for more spam.

<https://www22.verizon.com/foryourhome/eRepairNet/DSLRepairANR/Common/SupportDetails.aspx?case=c2281>

Don't respond to spam. Some spam messages contain links that promise to remove your email address from a mailing list. However, when you select these links, you prove that your email address works, and the person who sent the message could sell your email address to other spammers.

<http://www.charter.com/Visitors/Support.aspx?SupportArticleID=63>

Do not attempt to unsubscribe from spam. This will only confirm to the spammers that the email account is being actively read. Once the spammers know an account is active, the amount of spam may actually increase

<http://www.netzero.net/support/security/info/control-spam.html>

Do not follow instructions to reply with the word 'remove' or 'unsubscribe' in the subject line or body of the message unless it is from a trusted source. This is often a ploy to get you to react to the email. Not only will spammers fail to unsubscribe you, they will have even more incentive to sell your address - which you've validated with your response.

Never click on a URL or web address listed within a spam email even if the message tells you that is how you unsubscribe, unless it is from a trusted source. This also alerts the sender that your email address is active and can result in more spam.

<http://www.stanford.edu/group/itss-ccs/security/junkmail.html>

Do not reply to spam! Some junkmail messages urge you to send an "unsubscribe" reply to their service if you want to get off their list. This is a common ploy for harvesting email addresses; instead of getting off their lists, you'll be added to others (your email address may even be sold to other direct marketers), and you'll find yourself getting more spam than before.

http://www.qwest.com/about/protection/checklist_computer.html

Don't reply to a spam message. You will only get more spam.

<http://www.messagelabs.com/About Us/News Events/Press Releases>

New York, NY, 5th October 2004 - MessageLabs, the leading provider of managed email security services to businesses, is today urging global email users not to click on the opt-out link on spam emails as it has intercepted a number of messages using this feature to turn PCs into open proxies for distributing further spam.

<http://ag.ca.gov/consumers/general/spam10.php>

Never respond to unsolicited email. Your response is likely to trigger more spam to your email address.

Opt-Out-Warning: 2

<http://www.oag.state.tx.us/consumer/spam.shtml>

Use the "remove" feature with great caution. A reputable business concerned about customer relations will honor your request to be removed from their list. However, it has been standard operating procedure among unscrupulous spammers for years to use the remove feature to identify active mailboxes. The reality is, when you use the remove feature, you may be inviting more, not less, spam. Here again, state and federal law have outlawed an undesirable practice, but that doesn't mean it will be discontinued.

<http://myfloridalegal.com/pages.nsf/Main/CF6B2EA408EF89A585256EBB006E8646?OpenDocument>

Do Not Respond to SPAM. Responding, even if you are only asking to be "removed" from a mailing list, can increase the amount of spam e-mail you receive because spammers know your address is active. Always be wary of e-mails, and links or pop-ups in e-mails, seeking personal information as legitimate businesses do not generally request information by e-mail.

http://www.mass.gov/?pageID=ocaterminal&L=4&L0=Home&L1=Consumer&L2=Privacy&L3=Junk+Mail&sid=Eoca&b=terminalcontent&f=stopping_junk_mail&csid=Eoca

Don't reply to the spammer! Most "spammers" not only will ignore your request to be dropped from the mailing list, but they also will interpret your response as a positive sign that the message was actually read. Don't encourage spammers by buying their products or responding to their E-mail.

<http://security.fnal.gov/handouts/DealingWithSpam.pdf>

Avoid Unsubscribe or Opt out Links

Many spam messages will contain links that claim if you click on them will remove you from their mailing list. What you are really doing is verifying that your email address goes to a real person.

http://www.michigan.gov/ag/0,1607,7-164-34739_20942-57953--,00.html

Do not open, and never respond, to junk e-mail. Although spammers say they will remove you from their list if you "opt out", many will use your response as an indicator that your account is active and will send you additional junk e-mail and sell your address to other marketers.

http://www.cio.ne.gov/tech_serv/email/ube/spamTips.html

Do Not Unsubscribe From SPAM

Do not click the Unsubscribe/Remove me from your list links on SPAM messages. This only notifies the Spammer that your email address is a valid one and they will send you more spam.

<http://dti.delaware.gov/information/cybersecuritydigiKNOW.shtml>

digiKNOW that when you respond to an unsolicited spam email and ask them to remove you, you usually get sent MORE spam?

Opt-Out-Warning: 3

EXHIBIT 13

**QUICKEN LOANS, INC./ROCK FINANCIAL – AZOOGLEADS.COM, INC.
MARKETING AGREEMENT**

Issue Date:	7/22/2005 (Effective Date is 08/1/2005)
Client/Subscriber:	Quicken Loans/Rock Financial
Contact:	Chris Meerschaert
Address:	20555 Vistor Parkway
Address:	Livonia, MI 48152
Phone:	734-805-7366
Fax:	734-805-8953
E-mail:	Christopher.Meerschaert@quickenloans.com
Company:	AzoogleAds.com, Inc.
Contact:	Peter Berkland
Address:	140 Allstate Parkway, Suite 605 Markham, ON, L3R 5Y8 Canada
Phone:	(905) 946-0300 ext. 2350
Fax:	(888) 666-3120
E-mail:	ragi@azoogleads.com

Definitions:	<p>"Company" – refers to AzoogleAds.com, Inc. owners and operators of www.lowrateadvisors.com, www.ratewiseusa.com, www.bluecollarmortgages.com, www.lowrateshop.com for the purposes of this agreement.</p> <p>"Client/Subscriber" – refers to Quicken Loans and/or Rock Financial for the purposes of this agreement.</p> <p>"Valid Qualified Submission" – Valid Qualified Submissions are unique, but not exclusive to Subscriber and must be from consumers who have responded to a Company advertisement and expressed interest in receiving a mortgage quote. The qualified submission must also meet the filter criteria agreed to by Subscriber.</p> <p>"CPA/Marketing Fee" – Fee paid by Subscriber to compensate Company for each "Valid Qualified Submissions" originating at www.lowrateadvisors.com, www.ratewiseusa.com, www.bluecollarmortgages.com or www.lowrateshop.com. Websites owned and operated by Company and delivered to Subscriber during the initial term. Subscriber acknowledges that Company may also forward such information to no more than three additional residential mortgage lenders/brokers.</p> <p>"Duplicate Qualified Submission" – Any Qualified Submissions from the same consumer for the same property address and product category received by Subscriber within the past 30 days.</p> <p>"Invalid Qualified Submission" – Any qualified submission that does not completely meet the filter criteria set by Subscriber, clearly contains false name (e.g., Bugs Bunny), inaccurate, invalid or disconnected telephone number(s) or e-mail address that prevents Subscriber from being able to contact the consumer.</p>
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Subscriber's Filter Criteria & Pricing	<p>REFI 100 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$155,000 LTV requirement -> 80% or lower Credit Rating -> EXCELLENT, GOOD & FAIR (when requested) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 200 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$75,000 but less than \$155,000 LTV -> no requirement Credit Rating -> EXCELLENT and/or GOOD (FAIR upon request) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 200 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$155,000 LTV -> 81% - 100% Credit Rating -> EXCELLENT and/or GOOD (FAIR upon request) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 300 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$20,000 - \$74,999 Minimum Home Value -> \$100,000 Credit Rating -> EXCELLENT and GOOD All states (Except IL, KY, LA, NC, NJ, TX, UT)</p> <p>Subscriber may amend filter criteria and daily Qualified Submission volume at any time. Filter amendment requests will be confirmed by Subscriber via email and will be implemented by Company within 2 business days of receiving the request. Amendments to daily Qualified Submission volume will be implemented on the same business day the request is received.</p>
Volume Commitment	Subscriber agrees to receive a maximum of 100 Qualified Submissions daily (Mon-Fri) from Company
Data Transfer	All Qualified Submissions shall be transmitted to Quicken Loans via https (secure) post. Each Qualified Submission must include the AZ1QL, AZ2QL, AZ3QL, AZ4QL, AZ1RK, AZ2RK, AZ3RK, or AZ4RK lead type code, as instructed below: AZ1QL - assign to all non-Michigan leads from www.lowrateadvisors.com AZ2QL - assign to all non-Michigan leads from www.ratewiseusa.com AZ3QL - assign to all non-Michigan leads from www.bluecollarmortgages.com AZ4QL - assign to all non-Michigan leads from www.lowrateshop.com AZ1RK - assign to all Michigan leads from www.lowrateadvisors.com AZ2RK - assign to all Michigan leads from www.ratewiseusa.com AZ3RK - assign to all Michigan leads from www.bluecollarmortgages.com AZ4RK - assign to all Michigan leads from www.lowrateshop.com
Billing / Payment Schedule / Refunds	Billing will occur on a monthly basis for the previous month's submissions. Payment will be due upon receipt. Qualified Submission Returns and Refunds of Marketing Fee. Subscriber will not be charged for duplicate Qualified Submissions that are returned within 24 hours of initial transmission. Subscriber may return bogus Qualified Submissions within forty-eight (48) hours of initial transmission. Any bogus Qualified Submissions that are not immediately returned (i.e. "failed") upon initial post attempt are subject to validation and approval by Company. If Company can prove that the Qualified Submission is in fact valid they may refuse a refund.

This MEDIA AGREEMENT ("Agreement") is entered into as of the signature date below ("Contract Date"), and effective 08/01/2005 ("Effective Date"), by and between AzoogleAds.com, Inc. ("Company") and Quicken Loans, Inc., a Michigan Corporation with principal offices located at 20555 Victor Parkway, Livonia MI 48152 ("Quicken Loans" or "Subscriber").

Whereas, Company is engaged in the business of providing opt-in media and advertising services to consumers who have expressed an interest in receiving, for their benefit, information about specified products and services; and

Whereas, Quicken Loans is engaged in the business that includes, but is not limited to marketing mortgage loan services via the Internet; and

Whereas Company and Quicken Loans wish to develop a program ("Campaign") for the purpose of which will be to direct consumers with particular credentials to Quicken Loans who have expressed an interest in receiving more information about or in applying for mortgage loan services;

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

The following terms and conditions (the "Standard Terms") shall be incorporated into the attached confirmation insertion order (hereafter, "IO") and together with the Standard Terms herein below (collectively, the "Agreement") as it pertains to this Agreement between Company and Subscriber.

1. **Terms of Payment:** Payments shall be in accordance with the terms set forth in this Agreement.

2. **Term:** The term of this Agreement shall be for a period of 90 days (90) days commencing on the Effective Date, unless terminated earlier in accordance with the provisions herein. Upon expiration of the initial one hundred twenty-day term, the Agreement shall automatically renew for an additional one-year period. The initial and any subsequent renewal terms are referred collectively as the "Term".

3. **Termination:** After the initial ninety-day term, either party, giving forty-eight (48) hours written notice to the other party, may terminate this Agreement at any time for any reason. During the initial ninety-day term, either party may terminate this Agreement at any time.

4. **Renewal:** Except as set forth in this Agreement, any renewal of the Agreement and acceptance of any additional advertising order shall be in writing and at the agreement of both parties. Pricing for any renewal period is subject to change by Company from time to time provided both parties prior to renewal agree to such change.

5. **Subscriber's Obligations:** Subscriber shall pay Company for all payment obligations arising hereunder within (15) days of receiving invoices from Company (the "Due Date"). Company will provide invoices to Subscriber by whatever means it may choose (including by mail, E-mail, and/or fax).

6. **Company's Obligations:** Company agrees to undertake and complete the services indicated in this Agreement (the "Services") in accordance with high industry standards. All advertising content including graphics, HTML code, scripts, images, stock photography, animations, are not to be downloaded or used for any other campaigns without permission, if provided at no cost by Company. In addition, Company shall keep an accounting of all Qualified Submissions passed to Subscriber under this Agreement in accordance with its ordinary and usual business practices. Subscriber shall have the right to audit the records of Company to determine whether it has actually provided the Qualified Submissions for which it expects payment under this Agreement.

7. **Representations and Warranties:** Company has not made and does not hereby make any representations, guarantees or warranties whatsoever with respect to the ultimate success of the services hereunder, and Subscriber agrees to all terms and conditions set forth in the Agreement. Notwithstanding, Company represents and warrants that it has obtained any and all requisite consent from consumers to pass their information to Subscriber for consideration as a Qualified Submission under this Agreement. Please see Section 2 above re: Cancellation by either party. Subscriber agrees that it shall not make, and hereby waives and releases, any claim(s) that campaign delivery rate should or could have been different than actually generated by Company under this Agreement.

8. **Data Hygiene and Defined Filtering Criteria:** Subscriber shall pay only for "Qualified Submissions" that meet the Defined Filtering Criteria. A Qualified Submission is defined as, and must meet, all of the following conditions: (i) the submission must come from a bona fide Visitor to the on of the Company's web sites (detailed above) who has expressed a legitimate interest in applying for or inquiring about a mortgage loans (e.g., the visitor must be at least 18 years of age, no "Daffy Duck" visitors); (ii) the Visitor must complete and submit all of the required information fields on the online application as seen on an example of which is attached hereto as Exhibit A; (iii) the Visitor must be contactable by Subscriber, (e.g., A Visitor who submits a valid name, E-mail address and phone number, a Visitor who submits a valid name and phone number or a Visitor who submits a valid name and email address); and (iv) the submission must be received by Subscriber during the term of this Agreement, prior to termination. For purposes of this Agreement, the Defined Filtering Criteria are Qualified Submissions who meet the parameters set forth in the Agreement as may be amended per written agreement of the parties during the Term.

9. **Transmission of Qualified Submissions:** Company shall transmit all Qualified Submissions to Subscriber in a manner that will assure, within reasonable industry standards, that the data is secure and protected, e.g. secure https post.

AzoogleAds.com Inc. / Quicken Loans Marketing Agreement
Initials: Company J.R. Quicken Loans [Signature]
7/26/2005

10. Limitation of Liability: Except as otherwise provided herein, Company shall not be responsible or liable for any errors in content or omissions or consequences, damages, costs, refunds or rebates of any kind arising from any interruption of service or other unavailability of Internet or Web site in which advertising is displayed for whatever reason. In the event a serving site does not deliver contracted advertising, Company will see that all made goods are passed to Subscriber. In the event Subscriber's site is unavailable, Company is not responsible for any losses due to server downtime. Except as otherwise provided herein, Company Ad Spaces, services, and software are provided "as-is" and "as-available" and Company disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose. Company shall not be liable for any Subscribers or content providers whose content appears in advertising placed by Company, nor the contents of any advertisements, web sites or web pages, except where Company creates such content. In no event shall Company be responsible for any consequential, special, or other damages or lost profits arising from any failure to timely run the advertising in accordance with the Agreement. Without limiting the foregoing, Company shall have no liability for any failure or delay resulting from conditions beyond the control of Company.

11. Indemnification: Each party ("Indemnitor") shall defend, indemnify and hold the other party and the other party's directors, officers, employees, agents, parents, affiliates and subsidiaries ("Indemnitee") harmless against all third-party claims, suits, costs, fees (including, but not limited to reasonable attorney fees), settlements payments, penalties, liabilities, damages and judgments ("Claims") incurred, alleged, claimed or sustained by third-parties, that arise from or relate to: (a) violation of applicable law asserted against the Indemnitee to the extent caused, in part or in whole, by the acts or omissions of the Indemnitor in the course of its performance of this Agreement (including, but not limited to, laws pertaining to privacy rights); (b) a breach of this Agreement; and (c) malpractice or misfeasance in the performance of the Indemnitor's underlying (i.e., the advertised) content, advertisements, products and/or services (but only with respect to content, advertisements, products and services authorized and approved by the Indemnitor) but excluding claims resulting, in part or in whole, from the Indemnitee's acts or omissions. Should any Claim give rise to a duty of indemnification under the provisions of this Agreement, then the Indemnitee shall promptly notify the Indemnitor, and the Indemnitee shall be entitled, at its own expense, and upon reasonable notice to the Indemnitor, to participate in, control the defense, compromise and to defend such Claim. The Indemnitor may not settle any claim without the consent of the Indemnitee, except upon terms and conditions offered or consented to by the Indemnitee, which consent shall not be unreasonably withheld. Neither participation nor control in the defense shall waive or reduce any obligations to indemnify or hold harmless.

12. Limited License:

- A. Quicken Loans grants to Company a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to use only those Quicken Loans intellectual property marks, trademarks, service marks, trade names, trade dress, logos, graphics and icons specifically designated and provided by Quicken Loans ("Marks") solely in connection with the marketing, advertising, and promotion of the Quicken Loans advertisements posted on the Company's Web site (which advertisements must be approved by Quicken Loans). Company's use of the Marks will at all times be subject to the prior written approval of Quicken Loans, which approval shall not be unreasonably withheld or delayed. Company shall comply with all reasonable guidelines provided by Quicken Loans with respect to the graphic reproduction, appearance, and "look and feel" related to the marketing and representation of Quicken Loans, its products and services, and its Marks. (See Quicken Loans Trademark Guidelines below) All usage of the Marks shall include the appropriate trademark/service mark symbols and Company shall not remove such symbols.
- B. Quicken Loans reserves all rights, title, and interest in and to the Marks not specifically granted to Company. The Marks are the valid and exclusive property of Quicken Loans, and Company's right to use the Marks is limited to and arises only out of the license granted hereunder. The goodwill associated with the use of the Marks shall inure solely to the benefit of Quicken Loans. Company shall not assert the invalidity, unenforceability, or contest the ownership by Quicken Loans of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Quicken Loans' right, title or interest in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- C. The licenses granted by this agreement cannot be sub-licensed, assigned or otherwise transferred by Company to any third person or entity without the express prior written consent of Quicken Loans. The licenses granted by Quicken Loans to Company under this Section 15 shall automatically and immediately terminate upon any termination of this Agreement.
- D. Company shall not (i) have any authority to make or publish any statement, claims, representation or warranty about Quicken Loans' products or services which could be deemed to be a binding offer, obligation or guarantee by Quicken Loans (other than as expressly authorized by Quicken Loans); (ii) misrepresent the Quicken Loans' Web site or services, or imply any type of affiliation or relationship other than that of advertiser; (iii) attempt to assist Quicken Loans in the procurement or origination of mortgage loans arising from visitors to or leads from the Company's Web site. Company's web site must have bona fide content and may not simply use or employ domain names which are similar to the Marks, the Destination Site or to Quicken Loans' web sites in order to obtain leads (e.g., domain names based on misnomers, pseudonyms, misspellings, typos, similar phonics etc. relation to the Quicken Loans web sites are not permitted), nor may Company use search engine placements (e.g. purchase of key terms) that are based on the Marks, or domain names based on misnomers, pseudonyms, misspellings, typos, similar phonics etc. relation to the Quicken Loans web sites, or (iv) provide cash, points, or gifts to visitors as an incentive to complete an action on Quicken Loans.
- E. Other than the payment of the CPA/Marketing Fee, Company shall have no claims to any additional compensation, commissions or business derived by or through Qualified Leads.
- F. Participation in QLAP does not constitute an employment, broker or agency relationship between Company and Quicken Loans nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.

13. Miscellaneous:

A. Integration: This Agreement represents the full and entire Agreement among the parties, and supersedes all prior agreements, whether written or oral. The parties warrant, promise and represent, that in executing this Agreement they are not relying upon any oral representations, promises, or statements and that they are not relying upon any promises, statements or representations contained in any other written document.

B. Modification and Amendment: This Agreement shall not be modified or amended except by written instrument, signed by each of the parties hereto, and expressing such amendment or modification.

C. Attorney's Fees and Costs: If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of their attorney costs and fees incurred.

D. Choice of Law: This Agreement shall be construed, enforced and governed by the laws of the State of Michigan. Company shall only bring suit against Quicken Loans for any dispute arising out of this Agreement in a court of law in the State of Michigan. No Party shall make a motion to dismiss or transfer any case filed in accordance with this subsection on the basis of improper venue, personal jurisdiction, or of the convenience of any Party or witness.

E. Interpretation: In the event of inconsistency between the Agreement and the Standard Terms, the Standard Terms shall control. **(S.R.)**
F. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

G. Waiver: No term or condition of this Agreement shall have been deemed to have been waived, nor shall there be an estoppel against the enforcement of this Agreement, except by written instrument of the party to be charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as any other than that specifically waived.

H. Privacy of Users: Subscriber will act in accordance with our publicly available privacy policy, according to the attached exhibit B.

14. Cancellations: If either party shall materially fail to perform its responsibilities under this Agreement, the other party shall notify the defaulting party, in writing, within five (5) days of default, specifying the nature of the default. If the defaulting party shall fail to remedy such default within fifteen (15) days (the "Cure Period") after delivery of such notice, the Agreement may be terminated thereafter by the non-breaching party. Notwithstanding terms of this provision, Subscriber is responsible for all payments under this contract for services duly performed by Company.

15. Representations and Warranties of Subscriber: Subscriber is solely responsible for and shall retain complete right of control over the content of the Offer, the Advertisements, and any content, email messages, products, and/or services associated with the Campaign, including content of any web pages associated with the Campaign (the "Advertising Content"). Subscriber is solely responsible for any and all liabilities, losses, costs, claims, and expenses arising out of or relating to the Offer, the Advertisements, the Campaign, and the Advertising Content. Subscriber warrants and represents that: (a) Subscriber owns and/or has the right and authority to permit the use, reproduction, distribution, and transmission of the Advertisements and the Advertising Content; (b) the Offer, the Advertisements, the Campaign, and the Advertising Content are factually accurate and do not contain any fraudulent or deceptive materials, or material which misrepresents, ridicules or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation or handicap; (c) the Offer, the Advertisements, and the Advertising Content do not promote or make claims that are not easily provable, nor do they falsify the Offer or message being communicated; and (d) the use, reproduction, distribution, or transmission of the Offer, the Advertisements, the Campaign, and the Advertising Content do not violate any foreign or domestic, federal, state, or local law or regulation, or any rights of any third party, including but not limited to, any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, or constitute false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, or any other right of any person or entity.

16. Data Collection: Subscriber understands and accepts that Company retains ownership rights of all "opt-in" marketing data collected from Company online marketing campaigns. Company prominently displays a 3rd Party "opt-in" statement on marketing content as part of the data collection process. Notwithstanding, Subscriber is granted a permanent, sub-licensable, non-exclusive, worldwide, royalty free right and license to use the information contained in any and all Qualified Submissions it receives from Company pursuant to this Agreement.

17. Independent Contractor: Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties hereto is hereby expressly disclaimed. Except as set forth in this Agreement, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

18. Notice: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or sent by registered or certified mail, postage prepaid and return receipt requested, or by the United Parcel Service or other reputable overnight and delivery service, to the addresses of the parties set forth below. Any notice under this Agreement shall be deemed given if by personal service upon receipt; if by United States Mail, forty-eight (48) hours after deposit; if by reputable overnight delivery service, twenty-four (24) hours after timely deposit. A Party may designate from time to time a different or additional address for noticing purposes under this provision by giving the other party ten (10) days written notice of the same.

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Exhibit B

Quicken Loans' Privacy Policy for Partners

In addition to the obligations under the Agreement between Quicken Loans and its Partner, Quicken Loans requires that its Partners comply with certain policies in order to safeguard the confidentiality of Personally Identifiable Information relating to Quicken Loans customers. For this reason, Quicken Loans has adopted the following Privacy Policy for Partners that must be adhered to as a condition of Partners doing business with Quicken Loans.

THE PRIVACY POLICIES FOR PARTNERS ARE INTENDED TO APPLY ONLY TO QUICKEN LOANS' BUSINESS CONDUCTED IN THE UNITED STATES.

Definitions

- **Partner** – For the purpose of this document only, a "Partner" is any third party that has a contractual agreement to provide marketing products or services to Quicken Loans or Quicken Loans' customers, and/or has access to Personally Identifiable Information. Except as expressly stated in this Policy, this Policy shall not be interpreted or construed to create an association, agency, joint venture or legal partnership between Quicken Loans and such third parties or to impose any liability attributable to such a relationship upon either party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party.
- **Quicken Loans Customer** – Users who view Quicken Loans-owned/controlled Web sites, register at Quicken Loans-owned/controlled Web sites, order or use Quicken Loans products, services or software trials. Pursuant to specific Quicken Loans-Partner agreements, a Partner may have particular rights to use Personally Identifiable Information.
- **Personally Identifiable Information** – For the purpose of this document, Personally Identifiable Information relates to information about Quicken Loans Customers that, among other things, identifies or can be used to identify, contact, or locate the person to whom such information relates. Personally Identifiable Information includes, but is not limited to name, address, phone number, fax number, email address, social security number and credit card information. To the extent unique information (which by itself is not personally identifiable), such as a personal profile, unique identifier, and IP address is associated with Personally Identifiable Information, then such unique information will also be considered Personally Identifiable Information. Personally Identifiable Information does not include information that is collected anonymously or demographic information not connected to an identified individual, provided that certain types of such non-identifiable information may still be subject to restrictions on use and disclosure by law, e.g., tax return information.

Partners' General Responsibilities

- Partners must agree to comply with this Privacy Policy for Partners and to clearly communicate and enforce this Policy among their employees, agents and any third parties used to perform any of the Partners' obligations under their Agreement with Quicken Loans or this Policy.
- Partners shall treat Personally Identifiable Information as confidential and proprietary information of Quicken Loans and to protect it from disclosure to any third party (that is not an agent of the Partner contracted to do work pertaining to the Agreement), subject to this Policy, their Agreement with Quicken Loans, and otherwise required by law.
- Partners shall limit their collection and use of Personally Identifiable Information to the expressed business purpose(s) set forth in the relevant Agreement(s) between the Partners and Quicken Loans.
- Partners shall employ appropriate security measures to maintain the integrity and confidentiality of Personally Identifiable Information, and take reasonable precautions to protect it from loss, misuse or accidental or unauthorized access or alteration.
- Partners shall ensure that only authorized employees and agents, who are trained in the proper handling of Personally Identifiable Information and who are subject to obligations to maintain the confidentiality and restricted use of such information, have access to Personally Identifiable Information.
- Partners must transmit Personally Identifiable Information in a secure manner and store it in a secure environment.
- Except where Personally Identifiable Information is "co-owned," or the customer provides Personally Identifiable Information to the Partner without restriction, Partners shall not rent, sell, or otherwise disclose Personally Identifiable Information. In those circumstances where Partners "co-own" Personally Identifiable Information, or the customer provided such information to the partner without restriction, Partners may rent, sell, or otherwise disclose Quicken Loans Personally Identifiable Information only if they provide a method for Quicken Loans Customers to "opt out" of such activity (see *Opt Out Cho'* e below).
- Quicken Loans encourages its Partners to adopt privacy policies and practices (beyond what is covered here in this Policy) at least as protective as those used by Quicken Loans.

AzoogLeAds.com Inc. / Quicken Loans Marketing Agreement
 Initials: Company TRK Quicken Loans ML
 7/26/2005

EXHIBIT 13 PAGE 52

- Partners shall comply with applicable law in their use and disclosure of all information provided to them by Quicken Loans, whether or not such information falls within the definition of Personally Identifiable Information.
- Partners who collect Personally Identifiable Information related to Quicken Loans customers shall identify to customers the organization(s) collecting this information and describe to customers how this information will be used.

Suppression

- Quicken Loans maintains in-house suppression file(s) that include Personally Identifiable Information relating to those individuals who have indicated the circumstances under which they may not want to be contacted or solicited by Quicken Loans. Partners who work on Quicken Loans' behalf, i.e. outsourcers or vendors, shall comply with Quicken Loans' policies relating to the use of such suppression file(s) to suppress names and addresses in the services they perform and the databases they use, maintain, and/or manage on behalf of Quicken Loans.
- Except where Personally Identifiable Information is "co-owned," Partners shall not use Personally Identifiable Information maintained in Quicken Loans' in-house suppression files.
- Partners who conduct mail solicitation to prospective customers on behalf of Quicken Loans shall utilize the Direct Marketing Association's Mail Preference Service.

Telemarketing

- Partners who conduct telemarketing activities on Quicken Loans' behalf shall comply with all applicable laws and regulations including "Do Not Call" laws.
- Partners who conduct telemarketing activities on behalf of Quicken Loans shall employ the Direct Marketing Association's Telephone Preference Service, as well as any applicable federal and/or local/state managed preference services when phoning prospective customers.
- Partners who conduct telemarketing activities on Quicken Loans' behalf shall comply with Quicken Loans' Do Not Call Policy as described below.

Do-Not-Call Policy

- Quicken Loans maintains a Do-Not-Call list of customers (including their telephone numbers) who have requested not to receive further telephone solicitations from Quicken Loans (or its outsourcers).
- Quicken Loans (and its outsourcers) must not make telephone solicitations to the homes of customers on the Do-Not-Call list.
- If a customer states that he or she does not want to receive telephone solicitation calls, the customer's home telephone number must be added to Quicken Loans' Do-Not-Call list.
- In the absence of a specific request by the customer to the contrary, a residential customer's Do-Not-Call request shall apply to Quicken Loans (or its outsourcers) and will not apply to affiliated entities that do not use the Quicken Loans identification in their marketing.
- Quicken Loans (and its outsourcers) must keep a record of a customer's Do-Not-Call request for ten (10) years from the time the customer makes the request.
- The Do-Not-Call Rules do not apply to calls placed to business telephone numbers.

Fax

- Partners who work on Quicken Loans' behalf to conduct fax activities shall comply with all applicable laws and regulations relating to fax marketing activities.
- Partners who work on Quicken Loans' behalf to conduct fax activities shall not send any unsolicited facsimile to any recipient who does not have a prior business relationship with Quicken Loans, unless the recipient has given Quicken Loans prior express permission to receive such a facsimile.

Email

- Partners who conduct email marketing activities on Quicken Loans' behalf shall not send unsolicited email to any recipient who does not have a preexisting relationship with Quicken Loans or who has not consented to receive such email. Consent from a prospective customer is considered to be given when such a prospect opts in to receiving communications from Quicken Loans or opts in to a program where the prospect chooses to receive communications from companies like Quicken Loans, i.e. companies engaged in financial services. Marketing email sent on Quicken Loans' behalf shall contain notice of how to opt-out of future marketing email communications. All E-mails sent out on Quicken Loans' behalf must comply with the CAN-SPAM Act of 2003.

Opt Out Choice

- Quicken Loans customers may choose their contact preferences for the manner in which Quicken Loans will use Personally Identifiable Information. Partners that provide products or services on Quicken Loans' behalf must agree to employ procedures in a timely manner to honor these preferences.
- Partners that provide co-branded Web sites with Quicken Loans, shall give customers of the co-branded Web site the opportunity to choose their preferences for the manner in which the co-branding Partner will use Personally Identifiable Information for marketing and list rental purposes.
- Partners, to whom Quicken Loans refers Quicken Loans Customers, or provides Personally Identifiable Information, shall give customers the opportunity to choose their preferences for the manner in which the Partner will use Personally Identifiable Information for marketing and list rental purposes.

Reviews

- Partners that provide products or services on Quicken Loans' behalf, i.e. outsourcers or vendors, shall reasonably cooperate with Quicken Loans so as to allow Quicken Loans to verify their compliance with Quicken Loans' Privacy Policies for Partners and shall allow Quicken Loans to audit their records and practices to determine compliance with such Policy.
- All Partners must be able to demonstrate compliance with these policies.

Ad Servers

Quicken Loans hires companies that serve ads on Quicken Loans' Web sites; these companies are known as ad servers.

- Quicken Loans shall not disclose Personally Identifiable Information, which Quicken Loans collects, to ad servers.
- Ad servers shall offer an opt-out mechanism to customers, that when used, will prohibit ad servers from associating Personally Identifiable Information with customers' anonymous customer profile.
- Quicken Loans shall have the option of disclosing the ad server by name in its privacy statement(s) along with links to the ad server's privacy statement and opt-out mechanism(s).

When an Quicken Loans Customer Becomes a Partner's Customer

- Quicken Loans' Web sites may include services or information provided by Partners, for example, insurance companies. Quicken Loans is not responsible for any information provided to or transactions entered into by customers with such Partners. In the event Quicken Loans' Web site customers provide information or engage in transactions with such Partner, the terms governing the collection and use of any Personally Identifiable Information provided in connection therewith shall be governed by the terms of such Partner's privacy policies and/or practices, and Quicken Loans shall have no liability therefor.
- Pursuant to an Quicken Loans-Partner agreement, Quicken Loans and the Partner may independently control Personally Identifiable Information. In such cases, the Partner's privacy policies apply to the Partner's practices.

Marketing to Children

Quicken Loans' Web sites are not intended for children under 13 nor does Quicken Loans knowingly collect personal data from children. Partners may not market Quicken Loans' site to their customers who may be children, nor link Quicken Loans sites to those intended for children.

Compliance with U.S. Laws and Regulations

Partners shall comply with all applicable federal, state, and local laws and regulations.

Policy Changes

Quicken Loans may, in its sole discretion, amend this policy from time to time, as required by law or otherwise.

TO:
AzooglesAds.com, Inc.
Jeff Botnick

TO:
Quicken Loans, Inc.
Attn: Chris Meerschaert
20555 Victor Parkway
Livonia, Michigan 48152

With a copy to:
Richard Chyette
Senior Corporate Counsel
Quicken Loans, Inc.
20555 Victor Parkway
Livonia, Michigan 48152

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective the date first above written.

AzooglesAds.com, Inc.

Quicken Loans, Inc.

By: Jeff Botnick

By: Chris Meerschaert

Title: VP Business Development

Title: Partner Manager

Date: 7/26/05

Date: 07/22/2005

CONFIDENTIAL

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is entered into as of the Effective Date (below) by and between the undersigned parties.

As used in this Agreement:

"Proprietary Information" means non-public information and related materials (whether written or oral) that a party to this Agreement ("Disclosing Party") designates as being its confidential and/or proprietary information to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential and/or proprietary by the Receiving Party. "Proprietary Information" includes, without limitation, information disclosed during the term of this Agreement in tangible or intangible form; constituting or concerning the Disclosing Party's customer, employee and vendor lists and other information relating to existing and potential customers, employees and vendors; financial data including costs and margins; price lists; and pricing policies and plans; hedging policies and plans; research, ideas, inventions, and concepts; engineering or technical expertise; designs, drawings, diagrams; flow charts, schematics, and specifications; financial and banking information/statements; audit reports; credit, accounting, or marketing information, data, statements and reports; forms; methods, techniques, processes and procedures; software and systems, including software in various stages of development and design; business plans, marketing plans, ideas, analysis, compilations, summaries, forecasts, predictions, and projections; web-related data including web performance, hits, visits and conversion ratios; intellectual property, trade secrets and know-how. Confidential Information includes the information regarding the circumstances under which parties have agreed to exchange Confidential Information under this Agreement. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

"Purpose of the Disclosure" means solely to facilitate discussions about, and the evaluation of, a potential business relationship or business combination between the parties.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. **Property of Disclosing Party.** All right, title and interest in and to the Proprietary Information shall be and remain vested in the Disclosing Party. Nothing in this Agreement shall grant Receiving Party any license or right of any kind with respect to the Proprietary Information, other than to review and evaluate such information solely for the Purpose of the Disclosure set forth above. All Proprietary Information is provided on an "AS IS" basis, and all representations and warranties, express or implied, are hereby disclaimed.

2. **Receiving Party's Obligations.**

(A) Receiving Party agrees that it shall:

(i) not disclose Proprietary Information of the Disclosing Party to third parties; not use such information for a purpose other than for the stated Purpose of the Disclosure; nor copy such information for a purpose other than for the stated Purpose of the Disclosure;

(ii) employ reasonable security precautions and efforts (such precautions and efforts to be at least as secure as the precautions and efforts the Receiving Party takes to protect its own Proprietary Information, but in any event, no less than reasonable care) to safeguard the secrecy and confidentiality of the Proprietary Information, and to prevent unauthorized access, reproduction, disclosure, and/or use of any of the Proprietary Information, other than for the Purpose of the Disclosure and then only in compliance with the provisions hereof and subject to any applicable laws (e.g., export control laws governing technical data).

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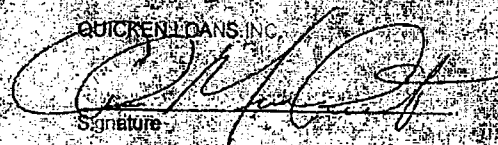
- (iii) disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors of Receiving Party who need to know such information in order to carry out the Purpose of the Disclosure who are under the control of the Receiving Party and who are apprised that disclosure of such Proprietary Information is made pursuant to and subject to this Agreement; and in the event the employment or engagement of any such person is terminated, Receiving Party agrees to use its reasonable efforts to recover any Proprietary Information in such person's possession, custody or control;
- (iv) not remove any copyright notice, trademark notice, confidential and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Proprietary Information;
- (v) not to disassemble or decompile software, or otherwise attempt to reverse engineer the design and function of any of the Proprietary Information, nor will it develop, manufacture, produce, and/or distribute any software product or business system derived from or which otherwise uses any of the Proprietary Information;
- (vi) promptly notify Disclosing Party in writing of any unauthorized use or disclosure of the Proprietary Information, including a detailed description of the circumstances of the disclosure and the parties involved; and
- (vii) in the event that Receiving Party is required to disclose any portion of any Proprietary Information received from the Disclosing Party by applicable law, regulation, court order or legal process, the Receiving Party may do so, provided the Receiving Party shall immediately notify the Disclosing Party in writing and the Receiving Party shall provide the Disclosing Party with reasonable cooperation and assistance in obtaining a suitable protective order, and in taking any other steps reasonably necessary to preserve the confidentiality of any such Proprietary Information.
- (B) Notwithstanding the provisions of Section 2(A) above, the Receiving Party has no obligation to maintain the confidentiality of any Proprietary Information which: (a) Receiving Party can demonstrate was known by Receiving Party prior to the disclosure thereof by Disclosing Party; (b) properly came into the possession of Receiving Party from a third party which was not under any obligation to maintain the confidentiality of such information; (c) has become part of the public domain through no act or fault on the part of the Receiving Party in breach of this Agreement; or (d) Receiving Party can demonstrate was independently developed by or for Receiving Party without the use of Proprietary Information.
3. **Term.** Receiving Party's obligations hereunder with respect to Proprietary Information disclosed by the Disclosing Party shall commence upon the Effective Date and shall terminate two (2) years after the Effective Date hereof. Promptly upon such termination or sooner upon the Disclosing Party's request, Receiving Party shall return or certify the destruction or return of all Proprietary Information and shall not retain any copies thereof.
4. **Competition.** Neither party has an obligation under this Agreement to enter into any other agreement with the other party. Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in the Proprietary Information as long as it shall not thereby breach this Agreement. Additionally, each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party to be disclosed in the Proprietary Information.
5. **Equitable Relief.** Receiving Party agrees that any unauthorized use of the Proprietary Information by Receiving Party shall cause Disclosing Party irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the Disclosing Party shall be entitled to seek equitable relief including but not limited by the cost of attorney fees.
6. **General.** This Agreement constitutes the complete and exclusive agreement and understanding between the parties with respect to the Proprietary Information, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral with respect to the subject matter hereof. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. No statement in writing subsequent to the date of this

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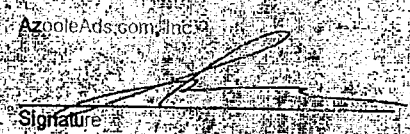
Agreement purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing by duly authorized representatives of each party in a document making specific reference to this Agreement. In the event of any conflict between the terms and conditions of this Agreement and any other document with respect to the purposes contemplated by this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement and the Proprietary Information shall not be assigned, sold or disposed of by either party in any manner whatsoever without the Disclosing Party's prior written consent and any attempted or purported assignment of this Agreement or the Proprietary Information (by way of merger, or sale of operations, or otherwise) without Disclosing Party's consent shall be prohibited and void. The relationship of the parties created by this Agreement is that of independent parties and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other in any manner or capacity whatsoever.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to choice of law provisions. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect. No action arising out of this Agreement, regardless of form, may be brought by either party more than two (2) years after the cause of action has accrued.

This Agreement shall be effective as of July 1, 2005. ("Effective Date")

QUICKEN LOANS INC.


Signature
Name: Chris Meerschaert
Title: Partner Manager
Address: 20555 Victor Parkway
Livonia, MI 48152

AzooleAds.com, Inc.


Signature
Name: Jeff Bolnick
Title: VP, Business Development
Address: 140 Allstate Parkway, Suite 505
Markham, ON L3R 5Y8 Canada

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PROOF OF SERVICE

F.R.C.P. 5 / C.C.P. § 1013a(3)/ Cal. R. Ct. R. 2.260

I am a resident of, or employed in, the County of Los Angeles. I am over the age of 18 and not a party to this action. My business address is: Steptoe & Johnson LLP, 633 West Fifth Street, Suite 700, Los Angeles, California 90071.

On July 7, 2008, I served the following listed document(s), by method indicated below, on the parties in this action: **FIRST AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF – Violation of California Business & Professions Code §§ 17529.5 and 17200 et seq., trespass to chattels; DEMAND FOR JURY TRIAL**

SEE ATTACHED SERVICE LIST

BY U.S. MAIL

By placing the original / a true copy thereof enclosed in a sealed envelope(s), with postage fully prepaid, addressed as per the attached service list, for collection and mailing at Steptoe & Johnson LLP, 633 W. Fifth Street, Suite 700, Los Angeles, California 90071, following ordinary business practices. I am readily familiar with Steptoe & Johnson LLP's practice for collection and processing of documents for mailing. Under that practice, the document is deposited with the United States Postal Service on the same day as it is collected and processed for mailing in the ordinary course of business.

BY OVERNIGHT DELIVERY

By delivering the document(s) listed above in a sealed envelope(s) or package(s) designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached service list, to a facility regularly maintained by the express service carrier or to an authorized courier or driver authorized by the express service carrier to receive documents, who received these documents at 633 W. Fifth Street, Suite 700, Los Angeles, California, 90071.

BY PERSONAL SERVICE

- By personally delivering and handing the document(s) listed above to the person(s) identified on the attached service list.
- By personally delivering the document(s) listed above to the office address(es) as shown on the attached service list and leaving said document(s) with a clerk or other person in charge, or if no one is in charge leaving it in a conspicuous place in the office(s).
- By personally delivering the document(s) listed above to the address(es) as shown on the attached service list and leaving said document(s) with someone of suitable age and discretion residing at said address(es).

BY ELECTRONIC SERVICE

(via electronic filing service provider)

By electronically transmitting the document(s) listed above to LexisNexis File and Serve, an electronic filing service provider at www.fileandserve.lexisnexis.com, from the email address _____@steptoe.com, at approximately _____. To my knowledge, the transmission was reported as complete and without error.

**BY ELECTRONIC SERVICE
(to individual persons)**

By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address _____@steptoe.com at approximately _____. To my knowledge, the transmission was reported as complete and without error.

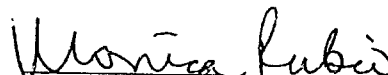
BY FACSIMILE

By transmitting the document(s) listed above from Steptoe & Johnson LLP in Los Angeles, California to the facsimile machine telephone number(s) set forth on the attached service list. Service by facsimile transmission was made pursuant to agreement of the parties, confirmed in writing, or as a courtesy to the parties.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the above is true and correct.

Executed on July 7, 2008 at Los Angeles, California.

Monica Rubio
Type or Print Name


Signature

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SERVICE LIST
Hypertouch Inc. v. Azoogole, Inc., et al.
Case No. CV08-03739 GHK

Henry M. Burgoyne III, Esq.
Karl S. Kronenberger, Esq.
Jeffrey M. Rosenfeld, Esq.
Margarita Calpotura, Esq.
KRONENBERGER BURGOYNE LLP
150 Post Street, Suite 150
San Francisco CA 94108
Telephone: (415) 955-1155
Facsimile: (415) 955-1158
hank@kronenbergerlaw.com
karl@kronenbergerlaw.com
jeff@kronenbergerlaw.com
margarita@kronenbergerlaw.com

**ATTORNEYS FOR DEFENDANT
AZOOGLEADS.COM, INC.**

Pamela K. Fulmer, Esq.
Nancy T. Nguyen, Esq.
DLA PIPER US LLP
153 Townsend Street, Suite 800
San Francisco CA 94107
Telephone: (415) 836-2541
Facsimile: (415) 836-2501
Pam.fulmer@dlapiper.com

**ATTORNEYS FOR DEFENDANT INTUIT
INC.**

James G. Snell, Esq.
BINGHAM MCCUTCHEN LLP
1900 University Avenue
East Palo Alto, CA 94303-2223
Telephone: (650) 849-4882
Facsimile: (650) 849-4618
james.snell@bingham.com

**ATTORNEYS FOR DEFENDANT
QUICKEN LOANS INC.**