

EXHIBIT "D"

➤ insertion order

201 avenida fabricante, suite 100
 san clemente, ca 92672
 bloosky account executive > Mike Genovese
 p 888-529-3603
 f 888-552-4945
 e. mikeg@bloosky.com

- | | |
|---------------------------------|---|
| 1.) Date Received ✓ | 11.) Push Live ✓ ✓ <i>sent 8/24</i> |
| 2.) Description/offer type ✓ | 12.) Pixel Placement ✓ |
| 3.) Subject Lines ✓ ✓ | 13.) Pixel Tracked ✓ <i>cookie - 8/24</i> |
| 4.) From Lines ✓ ✓ | 14.) Creatives Uploaded ✓ ✓ |
| 5.) CampgnDetails ✓ ✓ | 15.) Compliance Review ✓ ✓ |
| 6.) Unsub Link ✓ ✓ | 16.) Compliance Approval ✓ ✓ |
| 7.) Flags/Source/Offer Attr ✓ ✓ | 17.) Suppression ✓ ✓ |
| 8.) Action Tracking ✓ ✓ | 18.) Date Launched <i>9/25/09</i> |
| 9.) Threshold ✓ ✓ | 19.) <i>text creative</i> ✓ ✓ |
| 10.) Offer Flow ✓ ✓ | Note: _____ |

advertiser information

advertiser: <u>Vignroffers</u>	billing contact: _____
advertiser contact: <u>Eric Mortensen</u>	address: _____
address: <u>3214 N Univ ave ste 615</u>	address2: _____
address2: _____	city, state, zip: _____
city, state, zip: <u>Provo UT 84604</u>	phone: _____
phone: <u>801-772-1950</u>	fax: _____
fax: _____	email: _____
email: <u>eric@vomedaiinc.com</u>	

campaign specifics > check all that apply.

campaign name: Foreclosure 100 and work at home headhunters hosted

qualifying action: 2nd and 3rd pg cc non-hosted

payment terms: monthly net 7 exclusive

start date: 08/19/2009 - end date: tbd/ /

cpa: \$37 Foreclosure 100 and \$96 Work at home headhunters

media

- email
- search
- banners
- contextual
- other: _____

suppression file retrieval

- email weekly
- download via link
- download via log-in

special notes:

> authorized signatures

today's date: 8, 20, 09

> bloosky interactive

Signature > _____

Title > _____

today's date: 8, 20, 09

> advertiser

Signature > _____

Printed Name > Jeff Cole

Its Operations Representative

important note: Advertiser agrees to the Terms and Conditions attached to this document This agreement may be executed via facsimile and in counterparts.

please fax signed insertion order to:

advertiser terms & conditions

> terms and conditions

These Terms and Conditions shall govern this Insertion Order (the "IO"), which is entered into as of the date on the signature page above by and between Bloosky Interactive ("Bloosky") and the Advertiser identified above (collectively, the "Parties"). The Parties expressly agree that this IO shall solely govern their relationship and that any Terms and Conditions on Advertiser's website ("Advertiser's Terms") shall be null, void and non-binding on either Party despite any actions indicating consent to or acceptance of Advertiser's Terms, including, but not limited to, Bloosky clicking a button on Advertiser's website suggesting acceptance of Advertiser's Terms.

> 1. advertising services

Advertiser shall provide Bloosky with its advertisement, which must include all creative and substantive materials required to market the offer, including (i) all product and/or service descriptions, (ii) graphic images and/or logos, (iii) email from and subject lines, (iv) language and text for the advertisement, (v) links, (vi) key words and (vii) any and all other creative content

Advertiser grants to Bloosky, including its third party publishers and affiliates, a worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit, distribute, and promote the advertisement, including any and all trademarks, service marks, trade dress, logos, copyrights, publicity rights or other intellectual property utilized in the Advertisement

Advertiser shall maintain an email suppression file ("suppression file") as required by the CAN-SPAM Act of 2003, in order to remove consumers who have "opted out" of receiving future advertisements from Advertiser. Along with its advertisement, Advertiser shall provide Bloosky with its current suppression file in the manner provided above. Afterwards, on a recurring basis, Advertiser shall provide Bloosky with an updated suppression file, in the manner provided above, on every fifth (5) calendar day thereafter, or sooner. Advertiser shall permit Bloosky to "seed" Advertiser's suppression data in order to ensure that consumers who have opted out of receiving advertisements from Advertiser are indeed removed.

Along with this IO, Advertiser shall provide Bloosky with a copy of its Privacy Policy and Terms of Use. In the event Advertiser modifies or changes its Privacy Policy or Terms of Use, Advertiser shall provide written notice to Bloosky, along with a copy of the modified Privacy Policy and/or Terms of Use, at least seven (7) business days prior to Advertiser's implementation of the modified Privacy Policy and/or Terms of Use.

Advertiser shall provide Bloosky with written notice of any proposed changes to or replacement of an advertisement (including any images or links) or landing page at least three (3) business days prior to the change or replacement

Upon request, Advertiser shall provide Bloosky with any and all documentation that supports any claims made in an advertisement within five (5) business days of the request. Thereafter, Advertiser shall cooperate with any follow-up questions by Bloosky relating to such documentation, including, but not limited to, making available any and all of Advertiser's employees who are involved with, knowledgeable of or responsible for any claims made in an advertisement or the documentation supporting such claims. Advertiser acknowledges that any delays by it in fulfilling its obligations set forth in this paragraph will delay Bloosky's ability to place an advertisement on its network

Bloosky's sole obligation shall be to place the advertisement on its network, subject to the provisions of this IO. Bloosky has advised Advertiser, and Advertiser acknowledges, that Bloosky's affiliates and independent contractors participating in its network are not obligated to carry, transmit, market or publish any advertisement. Accordingly, placement of an advertisement shall be subject to the right of any affiliate or independent contractor to decline any advertisement

Bloosky expressly reserves the right to refuse or cease to deliver any advertisement, or cancel any IO, that it deems, in its sole discretion, is inappropriate for any reason or no reason

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Upon Advertiser's request, Bloosky may assist Advertiser in the creation and development of creative materials and/or a landing page, and host Advertiser's landing page. Advertiser shall have final control over any such creative materials that Bloosky helps create or develop, and may modify, alter or change any such creative materials or landing page; provided, that such rights shall remain subject to the terms contained herein, including, but not limited to, Bloosky's right to refuse to deliver an advertisement, and Advertiser's obligation to notify Bloosky of any changes to creative materials or a landing page after a campaign begins. Advertiser shall be solely responsible for the creative materials and landing page, and Bloosky disclaims any and all warranties related to any creative materials or landing pages provided to Advertiser, including, but not limited to, any warranty that the creative materials or landing page comply with applicable laws, rules or regulations

> 2. tracking of campaigns

Both Bloosky and Advertiser utilize a tracking system that will log consumer responses and report actions by URL, Origin ID, or Affiliate ID code. For purposes of computing the amounts owed by and billed to Advertiser, Bloosky shall use the figure collected by its tracking system or Advertiser's tracking system, whichever is higher.

In the event Advertiser disputes an action or claims that an action is invalid or non-viable, it shall return the disputed action within five (5) business days after receipt of the disputed action, along with a written explanation of Advertiser's rationale for rejecting an action, which shall include at a minimum, for each disputed action: (i) date and time submitted, (ii) IP address, (iii) Order ID, (iv) Sub ID, (v) referring URL (if available); (vi) reason for decline, (vii) contact information, (viii) address information, (ix) email address, (x) telephone number (if applicable), and (xi) credit card number (if applicable). Bloosky shall, in good faith, consider such documentation, but shall have final authority in determining the total count of actions for billing purposes. Failure to raise a complete and timely objection shall waive any such objections.

> 3. payment and invoices

Advertiser shall pay Bloosky for advertising published by Bloosky on a cost per action or "CPA" basis in accordance with the terms of this IO. Bloosky shall submit invoices to Advertiser on a monthly basis. On or before the seventh (7th) calendar day following the date of an invoice, Advertiser shall remit payment by wire transfer or check to Bloosky, at the address listed above, unless otherwise set forth on page one of this IO.

In the event Advertiser fails to pay all or a portion of an amount due in an invoice, Bloosky may immediately remove any and all of Advertiser's advertisements without notice. Payments not made within thirty (30) days following the date of an invoice shall accrue interest at a rate of 1.5% per month or the maximum allowed by law, whichever is less.

> 4. term and termination

This IO shall continue for the term set forth above, provided that either Party may terminate this IO upon ten (10) business days prior written notice. Either Party may terminate this IO immediately in the event of a material breach of this IO by the other Party.

Bloosky reserves the right to terminate this IO immediately in the event that: (i) the campaign does not meet minimum campaign performance criteria then currently in place; (ii) Advertiser violates the payment terms set forth herein; (iii) Advertiser's advertisement violates any law, rule or regulation; or (iv) Bloosky is required, by law or court order, to cease or terminate Advertiser's advertisement.

> 5. miscellaneous provisions

Each Party represents and warrants it has the power, right and authority to enter into this IO; to grant the rights and licenses granted herein; and to perform the acts required in this IO. Each Party represents and warrants that it will fully comply with all applicable laws, rules and regulations with respect to its respective business, including, but not limited to, the CAN-SPAM Act of 2003, and laws regulating deceptive trade practices and advertising.

Advertiser represents and warrants that: (i) its advertisement complies with all applicable laws, rules and regulations, including laws governing false or deceptive advertising; (ii) it has a reasonable basis for all claims made within its advertisement and possesses appropriate documentation to substantiate such claims; (iii) Advertiser shall fulfill all commitments made in its advertisement; (iv) no advertisement is targeted to children; and (v) under no circumstances will the Advertiser provide for the download onto a consumer's site of spyware, malware or similar such harmful software.

During the term of this IO and for six (6) months hereafter, Advertiser shall not knowingly solicit any on-line publisher, Web Site, or email provider that is affiliated with Bloosky, unless a previously existing business relationship between Advertiser and such publisher can be demonstrated

Both Parties agree to indemnify and hold each other and their respective members, officers, directors, employees and agents (collectively, the "Indemnitees") harmless from and defend each such Indemnitee against any damages, liabilities, losses, taxes, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs) of any kind or nature whatsoever as the same are or may be incurred to a third party, which may be sustained or suffered by any Indemnitee in connection with any present or future threatened, pending or contemplated investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, to which any such Indemnitee is or was a party or is threatened to be made a party, and that arises from or is related to a material breach of this IO.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS IO. With the exception of the indemnity obligation set forth above, willful misconduct and/or fraud, the aggregate liability of the Parties to one another shall not exceed the amounts paid by Advertiser to Bloosky pursuant to this IO.

EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR REPRESENTATIONS REGARDING POTENTIAL REVENUES, ACTIONS OR CONVERSION RATES.

This IO shall be governed by the laws of the State of Utah without regard to choice of law rules. The Parties consent to exclusive jurisdiction and venue in the state or federal courts in a Utah Court of competent jurisdiction. In the event of a legal action between the Parties that arises from or relates to this IO, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs

The Parties to the IO are independent contractors. Neither party is an agent, representative, partner or employee of the other party. Neither party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. The IO will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either party.

The Parties recognize and acknowledge that they have acquired and/or will acquire confidential information and trade secrets (hereafter "Confidential Information") from and/or concerning the other Party, and their parents, subsidiaries, affiliates, and acquired businesses. The Parties shall not, during or after the Term, use or disclose any Confidential Information to any person, firm, corporation, association, or any other person or entity for any reason or purpose whatsoever, directly or indirectly, except as required to perform their respective duties hereunder, or as required or permitted by law. In the event of termination of this IO, whether voluntary or involuntary, and whether initiated by Advertiser or Bloosky, or upon request of either Party at any time, the Parties shall deliver to one another all documents and data pertaining to the Confidential Information and shall not take or remove any documents or data of any kind or any reproductions (in whole or in part) or extracts of any items relating to any Confidential Information. Neither Party shall, at any time during or after the term of this IO, use, copy, publish, summarize, or remove from any Confidential Information, except, during the term of this IO, to the extent necessary to carry their respective duties and responsibilities under this IO.

The prevailing party to any dispute under this agreement shall be entitled to an award of all fees and costs.

No delay or omission by either Party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

This IO contains the entire understanding of the Parties with respect to the terms and conditions of Advertiser's placement of the above referenced advertisement with Bloosky, and supersedes all prior agreements, negotiations and understandings relating to Advertiser's placement of the above referenced advertisement with Bloosky, including any oral or written agreements between Advertiser and Bloosky or its affiliates and/or subsidiaries. This IO cannot be amended or modified except by a written instrument signed by Advertiser and an authorized signatory of Bloosky.

This agreement is non-exclusive for both Parties; either Party may enter similar agreements with third parties