

WEBSITE DEVELOPMENT, LEAD FUNNELS, HOSTING AND SERVICES AGREEMENT

This Website Development, Lead Funnels, Hosting and Services Agreement (this “**Agreement**”) is made February 17, 2020, by and between leadPops, Inc., a California corporation, whose address is 2665 Ariane Dr., Ste. 201, San Diego, California 92117 (the “**Company**”) and _____, a _____, whose address is _____ (the “**Client**”). For good and valuable consideration, the receipt and adequacy of which is acknowledged, the Company and Client agree as follows:

1. **Recitals.** This Agreement is made with reference to the following recitals of essential facts:

1.1. The Company has an account with Rackspace US, Inc. (“**Rackspace**”) which provides, among other things, cloud-based website hosting services.

1.2. The Company will develop mortgage loan officer websites for the Client that will be linked to Client’s website located at _____ .com and that will be customized for Client’s authorized mortgage loan officers as described herein and will include the layout, linking specifications, features and functionality described in **Exhibit A** attached hereto (collectively, the “**Website(s)**”).

1.3. The Client desires that the Company provide basic CRO (as defined below) services for Client’s realtor partners as set forth below.

1.4. Pursuant to the terms and conditions of this Agreement, Client desires to engage the Company, and Company desires to be engaged, to develop and host the Websites through Rackspace, to provide services related to the use of the Websites and to provide the CRO services for Client’s realtor partners.

2. **Services.** Subject to the terms and conditions herein, during the Term (as defined below), Company will provide Client with the following services (the “**Services**”):

2.1. **Website Development.**

2.1.1. **Material to be Supplied by Client.** Client will deliver to Company certain information including text, images and other content (the “**Client Content**”) to be included in the Websites in a format specified by Company.

2.1.2. **Company’s Adaption of Materials.** Company will adapt the Client Content to substantially conform to the “mock-up” web pages attached hereto as **Exhibit B**.

2.1.3. **Acceptance.** Company will submit to Client, for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, the final Websites including the Client Content and based on the layout of the mock-up web pages attached as **Exhibit B**. Client shall explore and test and approve or disapprove the final Websites within five (5) business days after receipt. Any disapproval shall be accompanied by a reasonably detailed summary of the issues and proposed corrective actions, but such disapproval may only be based on non-conformance with the mock-ups in **Exhibit B**. In the event Client fails to give an approval (or disapproval) or request additional time within the five (5) business day period, Company shall notify Client and give Client an additional five (5) business day period. In the event Client still does not give an approval (or disapproval) or request additional time, it shall be deemed an approval and a waiver of all claims, to the maximum extent permitted by law. Following receipt

of the detailed summary of the issues, at Company's sole cost and expense, Company shall remedy all non-conformities and re-deliver the final Websites, including the Client Content, in accordance with the applicable requirements set forth in this Agreement as promptly as commercially possible and, in any case, within five (5) business days. If the Company remedies any non-conformities, Client shall approve or disapprove of the revised Website within five (5) business days after receipt pursuant to the procedure set forth above. Failure to give an approval (or disapproval) or request additional time within the five (5) business day period shall be deemed an approval of the revised Website. Upon approval, Company will make the Websites available to end users on the Rackspace servers.

2.1.4. Grant of License. Client hereby grants to Company a non-exclusive, worldwide, royalty-free right and license during the Term to edit, modify, adapt, translate, exhibit, publish, publicly perform and display, reproduce, distribute, create derivative works of and otherwise use the Client Content solely to the extent necessary to render the Services under this Agreement.

2.1.5. Time of the Essence. Company acknowledges that time is of the essence with respect to Company's obligations hereunder and that prompt and timely performance of all such obligations in accordance with all timetables and other requirements, schedules, and deadlines in this Agreement is strictly required.

2.2. Hosting. The Company will host the Websites through Rackspace.

2.3. Website Backups. Company will maintain disaster recovery plan and backups of the Websites as set forth on **Exhibit C**. In the event of a failure of the Rackspace cloud, servers, hardware or software, the Company will use the most recent backup of the Website maintained by Company to re-launch the Website in a commercially reasonable time.

2.4. Training. During the Term, Company will:

2.4.1. Group Coaching. provide Client and Client's authorized mortgage loan officers ("MLOs") with one 30-60 minute group marketing online coaching webinar per month.

2.4.2. Training Seminars. at Client's request, provide Client with a one to two-day (as mutually agreed) training session at a Client's United States based office, up to four times per year, based on a mutually agreed to schedule and location (no more than one location per session). If at the time the training session is scheduled, Client has ordered Websites for and/or signed up over five hundred (500) MLO's (per **Exhibit D**), there will be no hourly cost to Client for the training session(s). If Client has five hundred (500) or less MLOs at the time the training session is scheduled, the hourly rate for the training shall be \$100/per hour. Except as it relates to Company's personnel attending such sessions, Client shall be responsible for any and all costs and expenses for Client and its attendees, including any travel and lodging related expenses.

2.5. Lead Funnels and Landing Pages. During the Term, Company will provide Client with "Lead Funnels" and "Landing Pages" solely for use on Client's website, along with integrations for Velocify and/or other CRM systems that Company has set integrations with, as set forth on **Exhibit A**, and other mutually agreed upon applications, as agreed by the parties in writing.

2.6. Consulting Services. During the Term, Company will provide the following consulting services: Company will provide, via telephone and/or email, up to one (1) hour per month of search engine optimization ("SEO") and conversion rate optimization ("CRO") consulting services to Client's marketing team. SEO and/or CRO consulting services in excess of one (1) hour will be charged at the rate of \$150 per hour.

2.7. Change Order Procedure. If, at any time, Client wishes to implement any revisions to the Websites that deviate in any material respect from the mock-ups included as **Exhibit B** (other than updates to the Client Content in any portion of the Website), Client shall submit to Company a written change order request (“**Request**”) containing such revisions in detail. Company shall within ten (10) business days of receipt of the Request, submit to Client a proposed change order (“**Change Order**”), including a price quote, hours projected and containing the scope of the revisions to be performed. Upon Client’s written agreement to the Change Order, it shall thereupon become an addendum to this Agreement.

2.8. Client Realtor CRO Services. During the Term, Company will provide CRO consulting services to Client on behalf of Client’s participating realtor partners. Client shall pay the Company fees for such services in accordance with the applicable fee and payment schedule for realtors set forth in **Exhibit D** attached hereto. CRO services for realtors (as compared to CRO services for MLO’s) will consist of the following: with the permission of each participating realtor partner of Client, Company will add a banner/button on each realtor’s website (creative to be provided by Client) with a link to one (1) of the Mortgage Funnels created by Company for Client, which funnel will be integrated with Client’s Velocify CRM. Client shall provide to Company all log-in/administrative access and other information to as is necessary for the Company to access each realtor’s website and perform the services set forth in this Section 2.8. Company will have no obligation or liability to any realtor partner of Company, except for liability resulting from Company’s negligence or willful misconduct.

2.9. Non-Exclusive Services. The Services described herein are provided for Client on a non-exclusive basis. Client acknowledges and agrees that Company may provide services for other customers (including, without limitation, competitors of the Client) which are similar to the Services, including website development, hosting and website solutions with the same or similar functionality to the Websites, and that the Company may replicate, use and exploit all knowledge, experience, know-how (including processes, ideas, concepts and techniques), structures, designs and individual modules and templates developed in connection with or as a result of or used with the Services.

3. Fees for the Services.

3.1. Fees. Client shall pay the Company all fees for the Services (the “**Fees**”) in accordance with the applicable fee and payment schedule set forth in **Exhibit D** attached hereto. Client’s MLOs and realtors use of the Websites shall not relieve Client of any of its obligation to make payments to Company as described herein. Client further acknowledges and agrees that it shall be responsible and primarily liable for all activities and obligations of all its MLOs with respect to the Websites and Services. Company reserves the right to modify its fees charged hereunder for the Services during any 365-day period after providing the Client with sixty (60) days’ prior written notice thereof provided that no such modification to the fees charged hereunder exceed a three-percent (3%) increase in fees from any previous 365-day period, in which Client has the right to terminate this Agreement with thirty (30) days’ notice without incurring any termination fees whatsoever. Any additional fees described in Sections 2.6 and/or 2.7 will be billed separately, and the Client agrees to pay the Company for the cost of such fees as described herein.

3.2. Payment of Fees. The Company will deliver to the Client monthly invoices for any Fees payable by Client which invoices shall be due and payable within thirty (30) days of Client’s receipt thereof, unless those charges are disputed. In the event that Client in good faith disputes in writing charges billed by Company to Client within thirty (30) days of delivery of an invoice, then Client may withhold only that portion of an invoice that it disputes in good faith. Within ten (10) days of notifying Company of a dispute, Client shall describe in writing the basis for withholding payment. The Parties agree to make reasonable efforts to resolve any billing dispute within thirty (30) days of Client’s notice described

in the previous sentence. If disputes cannot be resolved within the prescribed timeframe, either Party shall have the right, upon written notice, to submit the dispute for resolution. In addition to any other remedies available to the Company under this Agreement or applicable Laws (as defined below), any undisputed amount not received by the Company as and when due under this Agreement (including the Fees) will accrue interest until paid in full at the rate which is the lesser of (i) 1.5% per month, or (ii) the maximum rate allowed under applicable Law. All payments under this Agreement will be made without any offset, deduction or withholding, including for or on account of any tax or imposition. The Fees do not include any taxes, including without limitation, excise taxes and other similar taxes imposed by governmental entities, all of which will be Client's sole responsibility except those imposed on Company's income.

3.3. EARLY TERMINATION FEE. EXCEPT AS SET FORTH IN SECTION 3.1 ABOVE, UPON TERMINATION OF THIS AGREEMENT BY CLIENT PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY AGREED UPON RENEWAL TERM EXCLUDING TERMINATION BY CLIENT FOR COMPANY'S BREACH OF THE AGREEMENT WHICH IS NOT CURED AS SET FORTH HEREIN, CLIENT SHALL PAY TO COMPANY AS AN EARLY TERMINATION FEE, THE EQUIVALENT OF ONE MONTH'S PAYMENTS DUE AS SET FORTH ON THE PAYMENT SCHEDULE ON EXHIBIT D (FOR MLOS AND REALTORS). BY WAY OF EXAMPLE, IF A RENEWAL TERM HAS 100 MLOS AND THIS AGREEMENT IS TERMINATED PRIOR TO THE EXPIRATION OF THE RENEWAL TERM, THE EARLY TERMINATION FEE IS \$9,700 (100 MLOS * 1 MONTHS*\$97/MONTH).

4. Term and Termination.

4.1. Term. The initial term of this Agreement will commence on the Effective Date and, subject to termination as provided below, will continue for a period of sixty (60) days (the "**Initial Term**"). This Agreement will automatically renew for additional, successive, one-month terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal to the other party at least thirty (30) days before the end of the then current term. The Initial Term and any Renewal Term(s) may collectively be referred to as "Term".

4.2. Termination by Company. Notwithstanding anything herein to the contrary, Company may, in its sole and absolute discretion, immediately terminate this Agreement if, in Company's reasonable opinion, Rackspace ceases doing business or the Company is unable, for any reason outside of Company's control, to host the Websites or any other services with Rackspace.

4.3. Termination. This Agreement may be terminated (i) by mutual agreement of the parties; or (ii) in connection with an Event of Default (as defined below). A termination will not be deemed to be an exclusive remedy nor a waiver of either party's rights or remedies upon any Event of Default. In no event shall termination of this Agreement release either party's obligations that accrued prior to the effective date of the termination.

4.4. Event of Default. Each of the following shall constitute an "**Event of Default**" under this Agreement:

4.4.1. A breach of this Agreement by either party, or of any representation, covenant or warranty made by either party in this Agreement and failure to cure such breach within 30 days after receiving written notice from the non-breaching party.

4.4.2. The failure of the Client to timely pay any amounts due pursuant to this Agreement.

4.4.3. An assignment for the benefit of creditors; either party becoming bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. Section 101, or any successor statute or similar state or foreign

law (unless, in the case of a petition filed against such party, such petition is dismissed within thirty (30) days after its original filing); the appointing of a trustee or receiver to take possession of substantially all of either party's assets; or the attachment, execution or judicial seizure of substantially all of either party's assets (unless such attachment, execution or judicial seizure is discharged within thirty (30) days after such attachment, execution or judicial seizure).

4.5. Effect of Termination. Upon termination of this Agreement by Client, (i) Client shall immediately pay Company all fees and expenses unless those charges are disputed, together with accrued interest, if any, due but unpaid at the time of termination, (ii) each party shall immediately cease using and destroy or return to the other party all copies and originals of the other party's Confidential Information (including copies and documents and materials containing any of the foregoing) made available in connection with this Agreement, (iii) each party shall permanently erase all materials and any Confidential Information of the other party from its computer systems; and (iv) each party shall confirm in writing to the other that it has complied with the foregoing. Notwithstanding the foregoing, provided a party does not access the Confidential Information for business purposes or in violation of this Agreement, such party may retain any electronic copies of Confidential Information that are created pursuant to its electronic backup and archival processes.

5. Compliance with Terms of Service. Client acknowledges that the Company is bound by that certain Terms of Service between Company and Rackspace (the "**Rackspace Terms**"), as may be amended, and which is located at: <https://www.rackspace.com/information/legal/cloud/tos> a current version of which is attached hereto as Exhibit E and incorporated herein by reference as if set forth fully herein. Client agrees to fully comply with all of the terms and conditions of the Rackspace Terms and Company's Terms of Service, as may be amended by Company as a result of a change in Rackspace's terms of use ("**Company Terms of Service**"). Any obligation of the Company to Rackspace pursuant to the Rackspace Terms shall be considered flow-down terms and incorporated into this Agreement by reference such that the Client agrees to be bound by such obligations. When necessary to make the context of the clauses of the Rackspace Terms applicable to the parties, the terms "Rackspace", "we", "us" or "our", or other terms used to describe Rackspace in the Rackspace Terms shall, as applicable, mean the Company, the terms "you", "yours" or other terms used to describe the Company, shall mean the Client, and the terms "Terms of Service" or "Agreement" shall mean this Agreement. In the event of any inconsistency between this Agreement and Company's Terms of Service, the terms of this Agreement shall control. Client agrees that it shall cause its MLOs, realtors, agents, employees and contractors to agree to comply with the terms and conditions of this Section 5. Client agrees to be responsible for any actions or inactions taken by its MLOs, agents (acting in their capacity as such), employees and/or contractors as if such actions were taken by the Client itself.

6. Representations, Covenants and Warranties of Client. The Client represents, covenants and warrants to the Company that:

6.1. The Client: (i) is a company organized, validly existing and in good standing under the laws of the State of Nevada, and has all of the requisite power and authority to enter into this Agreement; (ii) the execution, delivery and performance by the Client of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Client and do not conflict with or cause a default with respect to the Client's obligations under any other agreement and will not require the consent of any third party or governmental entity or agency, or if such consent is required, it has been obtained; and (iii) this Agreement has been duly executed and delivered by a duly authorized representative of the Client.

6.2. The Client will at all times comply with all terms and conditions of the Company's Terms of Service, and will cause its MLOs, agents, employees and contractors to comply with such terms and conditions.

6.3. The Websites shall not contain, and the Client shall not (and shall not permit its authorized MLOs to) transmit, distribute, post, store, link, or otherwise traffic in any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable Laws or right of a third party, including, without limitation, any proprietary, contract, moral, publicity or privacy right or any other third party rights, including Intellectual Property rights (as defined below). Client further warrants and represents that the Client Content and any content used or displayed by or on behalf of Client's MLOs on the Websites does not contain any matter that is defamatory or which may cause injury or result in damage to any third party and that any and all such material and content does not contain any material that is false, misleading or deceptive.

6.4. The Website will not be used directly or indirectly to transmit, distribute, post, store, link, or otherwise traffic in content, information, software, or material that (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by the Company in its discretion, (ii) is false, misleading, untruthful or inaccurate, (iii) constitutes unauthorized or unsolicited advertising, (iv) impersonates any person or entity, or (v) includes anyone's identification documents or sensitive financial information in violation of any applicable Laws. The Client will not distribute or execute any action directed by any type of injurious code, including but not limited to: (a) trojans, (b) key loggers, (c) viruses, (d) malware, (e) botnets, (f) denial of service attacks, (g) flood or mail bombs, (h) logic bombs, or (i) other actions which the Company reserves the sole right to determine to be malicious in intent, and will use Client's commercially reasonable efforts not to receive communications or data gleaned from any of the foregoing.

6.5. The Client will comply with all applicable local, state, national and international laws and regulations, including but not limited to, RESPA, TILA, Telemarketing and Consumer Fraud and Abuse Prevention Act, Telephone Consumer Protection Act, California Consumer Privacy Act, Americans with Disabilities Act, and any rules or regulations implementing any of the preceding federal laws, analogous state laws and regulations, and other federal communications and marketing laws and regulations (collectively, "**Laws**"). Although Company may provide to Client example disclaimers, disclosures, and consents as may be necessary to comply with federal and state laws, Company shall not be responsible for such compliance. Client hereby agrees to indemnify and hold harmless Company from any such violation.

6.6. All Client Content (as defined below) provided hereunder or in connection with the development and use of the Website is wholly original to the Client or the Client has acquired the necessary consents and/or rights from third parties to contribute such Client Content and include it in the Website. The Client has obtained and will obtain any and all consents and authorization(s) necessary for hypertext links from the Website to other third-party websites.

6.7. The Client shall not: (i) run any unsolicited mail messages, including "junk mail", auto-responder, "spam" or other advertising material to individuals who did not specifically request such material, or (ii) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website.

6.8. The Client shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), (ii) modify, translate, or otherwise create derivative works of any part of the Website or Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that it receives hereunder.

7. Representations and Warranties of the Company. The Company represents, covenants and warrants to the Client that:

7.1. (i) It is a corporation organized, validly existing and in good standing under the laws of the State of California, and has all of the requisite power and authority to enter into this Agreement; (ii) the execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Company and do not conflict with or cause a default with respect to Company's obligations under any other agreement; and (iii) this Agreement has been duly executed and delivered by a duly authorized representative of the Company.

7.2. It will perform the services under this Agreement using personnel of required skill, experience, and qualification and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under the Agreement.

7.3. The final Websites including the Client Content as delivered by Company and on the date accepted by Client, will not contain (i) any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software, or (ii) any time bomb, drop dead device, or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Client of its lawful right to use the Website and the Client Content.

7.4. When delivered and for the Initial Term and any Renewal Terms following Client's final acceptance of the Website and the Client Content, the Website will be and will function in all respects in conformity with this Agreement. If any non-conformity is discovered during such period, Company shall promptly remedy such non-conformity at Company's sole cost and expense.

7.5. The Company is in compliance with all applicable Laws, including those regarding the collection, use, storage, transfer, or disposal of Personal Information, including but not limited to the Gramm-Leach-Bliley Act (GLBA). The Company shall not disclose Personal Information to any third-party. "**Personal Information**" means information provided to Company by or at the direction of Client, information which is created or obtained by Company on behalf of Client, or information to which access was provided to Company by or at the direction of Client, in the course of Company's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers). Personal Information shall be deemed to be Client's Confidential Information.

8. Ownership. Except with respect to Client Content provided to Company for use on the Websites as described herein, the Websites and all designs, end user interfaces, software (in object and source code), scripts, animation sequences, programming code and data and any and all Intellectual Property related to, used with, displayed or supplied by the Company in connection with the Websites and Services, or which the Company grants the Client any access, is and shall be the sole and exclusive Intellectual Property of the Company. The Client shall not copy, translate, reverse engineer, decompile, disassemble, sell, distribute, sublicense, display, publicly perform, host, outsource, disclose or otherwise commercially exploit or make available to any third party any Intellectual Property of the Company, or modify, enhance, or otherwise change or supplement any Intellectual Property of the Company, in any way. Upon termination of this Agreement, Client will discontinue all use of the Websites and any Company Intellectual Property. "**Intellectual Property**" means any and all intellectual property rights and proprietary information of every kind and nature, in any country, including, without limitation, all past, present, and

future (and derivative works of and from): (a) rights to inventions (whether patentable or otherwise), patents, patent applications, and industrial property rights; (b) information however documented that may be a trade secret within the meaning of the trade secret laws of the state of California or the United States of America; (c) rights to trademarks and trade names, whether or not registered, slogans, logos, and similar items; (d) rights associated with works of authorship, including exploitation rights, copyrights, moral rights, and circuitry of electronic components (whether or not registered or registerable); (e) rights to software, methods, techniques, know-how and other proprietary rights or intellectual property rights of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications currently filed or to be filed, relating to any of the foregoing.

9. Client Content. The Client acknowledges that responsibility for all content provided by or on behalf of Client to the Company for the performance of the Services, in connection with the development of the Websites or otherwise included in or displayed on the Websites, including the Client Content, is the sole and exclusive responsibility of the Client and that the Company will not be responsible in any way for any Intellectual Property infringement or violation, or the violation of any other person's rights of privacy or publicity or the violation of any Laws, including but not limited to infringement or misappropriation of any Intellectual Property or any other proprietary or other rights of any third party, arising out of or relating to the Client Content. The Client acknowledges and agrees that the Company may elect at its sole discretion to monitor the Client Content. The Company has the right, but not the obligation, to remove Client Content which is deemed, in the Company's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any Laws.

10. Indemnification.

10.1. Client Indemnity. The Client will defend, indemnify and hold harmless the Company and its shareholders, officers, directors, employees, representatives, agents, attorneys, successors and assigns, from and against any and all claims, causes of actions, actions, suits, demands, losses, liabilities, damages, court judgments, awards and the related costs and expenses, including attorneys' fees and costs (collectively, "**Claims**"), for which any of them may become liable or may incur in any action, claim, or proceeding arising from or relating, directly or indirectly, to: (i) Client's breach of this Agreement or of any of the Client's representations, warranties, covenants or agreements set forth in this Agreement; (ii) any violation of any Laws by the Client or by any affiliate, agent, employee, representative, MLOs, or contractor of the Client; (iii) any activity, work or thing done, permitted or suffered by the Client or by any affiliate, agent, employee, representative, MLOs, or contractor of the Client; (iv) any negligence or willful misconduct of the Client or of any affiliate, agent, employee, representative, MLOs, realtor customer or contractor of the Client; (v) any actual or alleged infringement or violation of any Intellectual Property of the Company caused by or resulting from Client; or (vi) the Client Content or any other content of the Website or the Website's use, including any infringement or alleged infringement of any Intellectual Property rights of a third party that arise out of or are related to the Client Content, or any use or application of the Website which is solely caused by the Client. The Client will defend any Claim(s) made subject to this provision. The Client will not settle any Claim or action on the Company's behalf without the Company's prior written consent and in the event the Company and the Client agree to settle a Claim or action, the Client agrees not to disclose the terms of the settlement without first obtaining the Company's written consent, which consent may be conditioned or withheld in the Company's sole discretion.

10.2. Company Indemnity. The Company will defend, indemnify and hold harmless the Client and its shareholders, officers, directors, employees, representatives, agents, attorneys, successors and assigns, from and against any and all third party Claims, for which any of them may become liable or may incur in any action, claim, or proceeding arising from or relating, directly or indirectly, to: (i) Company's breach of this Agreement or of any of the Company's representations, warranties, covenants or agreements set forth in this Agreement; (ii) any violation of any Laws by the Company

or by any affiliate, agent, employee, representative, or contractor of the Company; (iii) any activity, work or thing done, permitted or suffered by the Company or by any affiliate, agent, employee, representative or contractor of the Company; (iv) any negligence or willful misconduct of the Company or of any affiliate, agent, employee, representative or contractor of the Company; or (v) any actual or alleged infringement or violation of any Intellectual Property of the Client or any third party resulting from Company. The Company will defend any Claim(s) made subject to this provision. The Company will not settle any Claim or action on the Client's behalf without the Client's prior written consent and in the event the Client and the Company agree to settle a Claim or action, the Company agrees not to disclose the terms of the settlement without first obtaining the Client's written consent, which consent may be conditioned or withheld in the Client's sole discretion.

11. Confidentiality.

11.1. Confidential Information. In connection with performing its obligations under this Agreement, each party (in this instance, the “**Receiving Party**”) may receive Confidential Information (as defined below) of the other party (in this instance, the “**Disclosing Party**”). “**Confidential Information**” shall mean all information disclosed in confidence, prior to the Effective Date or at any time during the Term, by or on behalf of either party to this Agreement, either directly or indirectly, relating to the products or business of the parties, including, without limitation: (a) confidential and proprietary information whether or not marked as "Confidential" or the equivalent thereof; (b) Intellectual Property; and (c) information of third-parties as to which the Disclosing Party has an obligation of confidentiality. Notwithstanding the foregoing, information (other than information relating to the terms of this Agreement) will not be deemed Confidential Information if and to the extent: (i) it was already known to the Receiving Party (and not disclosed under any other non-disclosure agreement between the parties) prior to the date of this Agreement as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the Receiving Party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; or (iv) it was independently developed by the Receiving Party without use of or reference to the Confidential Information. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose Confidential Information if it has been approved for release by written authorization of the owner of the Confidential Information; or it is required to be disclosed by a regulator, or pursuant to final binding order of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information has been given reasonable notice of the pendency of such an order and the opportunity to contest it.

11.2. Duty of Confidentiality. The Receiving Party acknowledges and agrees that all Confidential Information, whether disclosed to it prior to the Effective Date or pursuant to this Agreement, is confidential and proprietary to the Disclosing Party. The Receiving Party acknowledges that it has no ownership or proprietary rights in the Confidential Information of the Disclosing Party. The Receiving Party shall maintain the Confidential Information in strict confidence and shall not: (a) disclose any Confidential Information to any third party except employees of the Receiving Party who have expressly agreed in writing to be bound by the terms of this Agreement; or (b) make use of any Confidential Information in any manner, other than as stated in this Agreement, without Disclosing Party's prior written consent. Each Party shall notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other Party, within thirty (30) days of such disclosure, referencing the place and date of oral or visual disclosure, and including therein a brief description of the Confidential Information disclosed.

11.3. Destruction or Return of Confidential Information. Upon the Disclosing Party's request, the Receiving Party shall promptly destroy or return to the Disclosing Party all Confidential Information and shall, other than copies that are not readily accessible and are created pursuant to automatic data

backups, retain no materials relating thereto, including copies of, notes on or abstract of any Confidential Information. The Receiving Party will confirm in writing to the Disclosing Party that such return or destruction has occurred in accordance with this Agreement.

11.4. Injunctive Relief. The parties expressly acknowledge and agree that the breach or threatened breach of this Section 11 may cause irreparable harm and damage to the non-breaching party for which the non-breaching party may have no adequate remedy at law and which is reasonably foreseeable to have a material adverse effect upon the non-breaching party. Accordingly, in addition to any other remedies at law or in equity, the non-breaching party will be entitled to obtain a temporary, preliminary and/or permanent injunction in order to prevent or restrain any such breach without the need to post bond or any form of security as a condition of the granting of such injunctive relief.

11.5. Force Majeure. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes, or blockades in effect on or after the date of this Agreement, national or regional emergency, or caused directly or indirectly by breakdown or unavailability of computer hardware or parts thereof, connections, power supply, the failure of telecommunication or digital transmission links or any other cause or causes beyond the Company's control (each of the foregoing, a "**Force Majeure Event**"), in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event, provided, a Force Majeure Event will not excuse Client from making payments due for services performed. Client may terminate this Agreement if a Force Majeure Event affecting Company continues substantially uninterrupted for a period of 30 days or more.

12. NO WARRANTY; LIMITATION OF LIABILITY.

12.1. NO WARRANTY. EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND WEBSITES ARE PROVIDED "AS-IS", "WITH ALL FAULTS," AND "AS-AVAILABLE". THE COMPANY DOES NOT WARRANT THAT (I) THE SERVICES AND/OR WEBSITES WILL MEET THE CLIENT'S OR CUSTOMERS' NEEDS OR WILL OPERATE IN THE COMBINATION THAT THE CLIENT OR ITS CUSTOMERS SELECT FOR USE OR THAT ANY RESULTS MAY BE OBTAINED FROM THE WEBSITES; (II) THE SERVICES AND AND/OR WEBSITES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES OR WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLIENT ACKNOWLEDGES THE COMPANY IS MAKING NO WARRANTIES (EXCEPT THOSE EXPRESSLY PROVIDED HEREIN) IN CONNECTION WITH THIS AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND THE COMPANY WILL NOT BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEBSITE. NEITHER PARTY SHALL HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT

NEITHER PARTY NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTIES.

12.2. LIMITATION OF LIABILITY. THE COMPANY SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, THE WEBSITE OR, PROGRAMS OR INFORMATION THROUGH FRAUDULENT OR UNAUTHORIZED MEANS OR DEVICES, EXCEPT FOR THOSE RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING UNDER THIS AGREEMENT OR THROUGH THE USE OF THE WEBSITE, FOR ANY AMOUNTS REPRESENTING LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST SALES, LOSS OR INACCURACY OF DATA, LOSS OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Miscellaneous.

13.1. Further Assurances. Each party shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

13.2. Relationship. Neither party will become or be deemed a partnership, joint venturer, employee, or agent of or with the other by reason of this Agreement. Neither party shall have the right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of the other party, except as may be expressly authorized from time to time by such other party in writing and then only to the extent of such authorization.

13.3. Governing Law; Jurisdiction. This Agreement and performance under this Agreement shall be governed exclusively by the laws of the State of Nevada without regard to any considerations of conflicts of law.

13.4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each party agrees that the delivery of the Agreement by electronic or facsimile transmission will have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

13.5. Successors and Assigns. This Agreement (including any right or interest under this Agreement) may not be assigned, delegated, sublicensed or transferred by either party, whether by operation of law, merger, reorganization, sale of stock or otherwise, without the express written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, and their respective successors, heirs, and permitted assigns.

13.6. Modification; Waiver. No supplement, modification or termination of any term or condition of this Agreement shall be binding unless executed in writing by both parties. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

13.7. Headings. The headings of the Sections of this Agreement have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

13.8. Complete Agreement. This Agreement contains the entire agreement between the parties hereto, and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. Each party acknowledges that there are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any representations, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein and accordingly all representations, covenants or conditions implied by statute or common law are excluded to the fullest extent permitted by law.

13.9. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Agreement.

13.10. No Construction Against Drafter. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Agreement.

13.11. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by reputable overnight carrier or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, the day after mailed if sent overnight or three (3) days after deposited in the United States mail to the parties at the addressees provided above. A party may change its mailing address by notice as provided by this Section.

13.12. Survival of Certain Provisions. Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement that: (i) the parties have expressly agreed shall survive any such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The provisions of Sections 5-14 (inclusive) shall survive the expiration or earlier termination of this Agreement.

13.13. Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation administered by JAMS. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree to binding arbitration, before a single arbitrator, conducted by JAMS pursuant to the JAMS Arbitration Rules and Procedures (the “**Rules**”). The arbitration shall be heard by one arbitrator to be selected in accordance with the Rules, in the State of the defending Party. Judgment upon any award rendered may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary, if either party desires to seek injunctive or other equitable relief that does not involve the payment of money, then those claims shall be brought in a state or federal court in the State of the defending Party, and the parties hereby irrevocably and unconditionally consent to personal jurisdiction of such courts and venue in the State of the defending Party in any

such action for injunctive relief or equitable relief.

13.14. Attorneys' Fees. In the event any litigation, arbitration, or other proceeding (“**Proceeding**”) is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding will be entitled to recover from the other party all costs, expenses, actual and reasonable attorney’s and expert witness fees, relating to or arising out of (a) such Proceeding (whether or not such Proceeding proceeds to judgment), and (b) any post judgment or post award proceeding including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award will contain a specific provision for the recovery of all such subsequently incurred costs, expenses, actual and reasonable attorneys' and expert witness fees.

13.15. Effective Date. This Agreement shall become effective on the last signature date set forth below.

leadPops, Inc.,
a California corporation

a _____

By: _____

By: _____

Name: Andrew Pawlak _____

Name: _____

Title: CEO _____

Title: _____

Date: 02/17/2020 _____

Date: _____

Exhibit A

LO Website Features and Functionality

- ConversionPro Marketing LO Websites
- Unlimited Lead Generation Funnels
- Customized with authorized loan officer name, contact information and other mutually agreed upon details
- CRM Integration (with a current leadPops CRM integration partner)
- In the event the Client requests a different type of integration, custom integrations and/or custom features, additional costs and charges shall apply

Exhibit B

Mock-Up Web Pages

[To be attached]

Exhibit C

Backup The Websites consist of files, databases and servers.

File Backups: Complete daily backup in Rackspace Cloud, kept for 7 days. Each website can be restored individually if needed.

Databases. Daily incremental and weekly full cloud backup. Databases run in replicated HA mode. Daily local backup kept for two days.

Servers: Imaged weekly and recoverable from image in case of failure.

Exhibit D

Fees

1. Corporate Website Pricing:

\$997 setup; \$147/month

MLO Directory & Profile Pages: $\$25 \times 150 = \$3,750$

Total: \$4,747 (\$2,374 due at signup, \$2,373 once live)

MLO Profile Pages:

\$25 one-time setup per MLO Profile Page; no monthly (no cost if you set these up yourselves)

2. Price per Client Mortgage Loan Officer (MLO)

MLOs pay for their own websites.

Website Pricing & Discounts Based on Volume:

- 1-10 websites: \$348 setup; \$147/month (standard AIME discount)
- 11-49 websites: \$315 setup; \$132/month
- 50-199 websites: \$225 setup; \$122/month
- 200-999 websites: \$197 setup; \$97/month
- 1,000+ websites: let's discuss your needs

3. Price per Client Realtor CRO Services described in Section 2.8:

Term:

Set-up fee to remain between \$25.00 and \$100.00 (per web page) depending on the work required with outliers to be evaluated and discussed in advance between Company and Client; \$25/month each. CRO services provided on a month-to-month basis with no minimum or maximum number of participating Realtors.

Exhibit E

RackSpace Terms of Service