

You should carefully review this "Affiliate Agreement". By clicking "Sign Up Now", you agree to be bound by all terms and conditions instituted by the CanLeads.com program and services. If you have any questions about how to complete the registration form, you may contact Canleads.com at info@canleads.com

#### TERMS OF AGREEMENT:

WHEREAS the parties to this Agreement, Opie Marketing Group, Inc. ("Opie") and your "Company", hereby enter into this Agreement and express their desire to affiliate themselves for the named purposes set forth in this Agreement. In so doing, the parties will establish links between their independent websites for their mutual benefit and to accomplish the purposes set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, duties and obligations set forth in this Agreement, the parties agree as follows:

1. In this Agreement, we, us, or our constitutes "Opie" and all its related websites including but not limited to CanLeads.com, and LoanBanx.com, You and your means the "Affiliate" listed under "Company" and its property (which includes its website).
2. Web Affiliation means the linkage between the Affiliate's website and Opie Marketing Group Affiliate Network websites including but not limited to LoanBanx.com.
3. By approving this agreement you confirm acceptance of all the terms and conditions of your this agreement. By clicking on the "Sign Up Now" button, you are stating and confirming that you have read and understand the terms set forth in this Agreement, and that you are explicitly affirming your acceptance of this Agreement, including your agreement to be bound by all of its terms and conditions.
4. You must complete an online Affiliate Application through our website to initiate enrolment as an independent Affiliate of Opie Marketing Group, Inc. All new Affiliates must be approved. Subsequently, we will evaluate your application and will notify you of our decision as to your acceptance or rejection. You understand and agree that we are under no obligation to accept your application. Additionally, we may cancel our acceptance of your application for any reason and in our sole discretion. Reasons justifying unsuitability include but are not limited to (a) In our sole discretion, our opinion and determination that your website contains inappropriate images or content, or images or content that are in any way illegal, harmful, threatening, libelous, defamatory, obscene, racially or ethnically or otherwise objectionable, and similar reasons; (b) Any image or content which contains imagery or text which promotes illegal activity, promotes or encourages violence, promotes or encourages violence of any type, conveys or depicts explicit sexual messages or images, and any activity which infringes or encourages other to infringe on any trademark, copyright, or other intellectual property rights. Such objectionable material will hereafter be referred to as "Content Restrictions".

5. We will give your website access to button links/text links to our site, banner or banner-type advertisements, and our logo and words which identify us. These items are referred to in this Agreement as "Links". You are permitted to display these Links on your website, subject to the terms and conditions found elsewhere in this Agreement; however, you may not modify them at all without prior written approval from us. By using the Links, you agree that you will fully cooperate in establishing and maintaining our Links. You also agree to display the Links prominently throughout the website as fits your needs, and we apply reasonableness and good faith in approving all such Links for your use.

It is imperative that Links connecting users of your site to our site may not alter the appearance or functionality of our website. We shall retain the right to monitor your website, in an ongoing manner, to determine if you are complying with the terms of this Agreement.

6. It is our obligation to provide you all information necessary to allow you to make appropriate Links from your website to our website. We must prior approve all of these Links before you can use them. We will accept the data input by consumers who follow the Links from your site to the our website. Periodically, we will establish certain requirements for consumer data, and we reserve the right to reject such data from consumers if it does not comply with our requirements.
7. Opie Marketing Group, Inc. and its dedicated resources provide the customer service to the consumers who follow the Links from your website to ours. We will track the use volume (activity generated) from your website to our network of websites including LoanBanx.com, and will provide you with a reporting mechanism to monitor your effectiveness of these links. We will summarize this activity and make reports (unaudited) available to you through our website, from time to time and in our discretion as to frequency and content. It is incumbent on you to ensure that the Links between your site and our site are formatted properly in order accurate tracking, reporting, and commission payment.
8. Opie Marketing Group, Inc. hereby reserves the right to collect data from any consumer concerning their preferences and tastes, and to use such data in connection with any online, offline, or electronic mail offering directed to consumers.
9. A fee will be paid to you as posted in the commission schedule on our website at CanLeads.com and out network of sites such as LoanBanx.com for each completed set of data provided to our website by the specific consumer who has followed a Link from your site. We may change the fee at any time, in our sole discretion. We will notify you of the change in the fee pursuant to the provisions of this Agreement. No fee will accrue to you if the user guided to our website cannot be tracked by our system.
10. Fees we owe you will be paid to you on a monthly basis. We will send you the fees due you on or before 30 days following the end of the following month. We will withhold all taxes, if any, as required by law. The monthly fees otherwise due you will be reduced by amount of any data sets which consumers provide via a Link which are deemed invalid by lender participants

in our system or for any of the following reasons, or which those participants reject because they are:

- a. duplicative of others already transmitted by them to us;
- b. do not contain complete information to allow contact with the consumer;
- c. do not contain complete information, such that we or our lender participants determine not to coincide with data for actual consumers who have the capacity to enter into credit contracts;
- d. for any other reason in our reasonable discretion; however, the rejection (and our chargeback against the amount due you) is based on our good faith belief that communication with a consumer, or the likelihood of a consumer credit transaction is impossible based on the information provided by the consuming filling our the information form on our website.

11. Any customer who enters into a transaction at our website(s) as a result of the Links from your website shall be considered the customer of Opie Marketing Group, Inc.
12. Opie Marketing Group, Inc. hereby grants you the non-exclusive and revocable right to all of the following, provided however that such right is not transferable: (a) to access our website through Links solely in accordance with the terms of this Agreement, and (b) to use our trade names, trade marks, logos, and similar identifying materials – solely in connection with such Links, and for the sole purpose of generating visits to our website from your website. You are not permitted to change such identifying materials in any manner. You are entitled only to use them to the extent you are and remain an affiliate in good standing as determined by our policies and procedures.
13. You may use our marketing materials for the sole purpose of generating visits to the eLeadCenter.com website. We may revoke your rights granted by this provision at any time by giving you notice in accordance with the terms of this Agreement. Upon the termination of this Agreement, you have no further rights to the use of our marketing materials, and you agree to destroy or return any copies of all such materials promptly. Any permitted use granted by this provision shall terminate on the effective date of the termination of this Agreement.
14. You give Opie Marketing Group, Inc. a non-exclusive license to use your names, titles, logos, trademarks and service marks (“your materials”) to market, publicize and promote, in any manner, our services; however, we are not required to do so. You herein represent and warrant that you are the sole, licensed owner of “your materials” and have the right to grant us such license. Additionally, you represent that the granting of such license to us will not result in a breach, infringement, or other wrongful use cause of action by any other person. You further agree to hold us harmless from any liability, costs, expenses, or damages, including attorney fees for our own defense, in the event that some other party challenges your ownership of your materials. This license granted to us by this provision shall terminate upon the effective date of termination of this Agreement.
15. You are solely responsible for the development, operation and maintenance of your website, and for all materials that appear on your website. You agree

that we have no responsibility or liability for the foregoing.

16. You are solely responsible for ensuring that all materials posted on your website do not infringe upon or violate the rights or ownership of any other person, and that such materials are not illegal in any manner. We shall not be responsible or liable if you use another person's proprietary materials in violation of any law. In the event that we suffer any expenses or damages arising from your wrongful use, you hereby indemnify and hold us harmless for all such expenses and damages, including but not limited to attorney's fees.
17. This Agreement becomes effective upon our acceptance of your Application. This Agreement will end when terminated by us in accordance with the terms herein. Either party may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. E-mail notice by us to your e-mail address listed in our records – or by you to our e-mail address listed in your records - is sufficient notice for us to terminate this Agreement.
18. If this Agreement is terminated by us because you have violated the terms and conditions, or because you have violated our content requirements, then the termination shall be "for cause" and you have no right to receive any Fees, including those which were earned prior to the effective date of termination. If this Agreement is terminated for any other reason, the only fees you are entitled to receive are those for consumer data originating from the Links where the data transmission occurred while this Agreement was in effect. We may withhold your final fees payment for a period of time following termination in order to perform a proper accounting of fees owed, and you shall cooperate with us in this matter. As long as your cooperation is given, such period of time shall not exceed 120 days.
19. We may change any of the terms and conditions in this Agreement at any time and in our sole discretion. It shall be sufficient notice to you if we notify you by e-mail to your address in our records, or if we post on our website the notice of change or notice of a new Affiliate Agreement. All such changes shall take effect forty eight (48) hours after we give notice as set forth above, unless other time frames are indicated in our notice to you. You may terminate this Agreement if you will not accept any of the revised terms. Your continued participation as an Affiliate after the effective date of a change or new Affiliate Agreement will constitute your legal acceptance.
20. You and we are independent contractors. Nothing in this Agreement shall be construed to create any other sort of legal relationship. There is no joint venture, partnership, agency, employment, franchise or other relationship between us. You will not make any statement or indication in any materials, including on your website, that is inconsistent with the above.
21. You hereby grant us the right to issue press releases and similar announcements regarding our Affiliation, and to represent that you are an Affiliate, without obtaining your prior consent. We shall portray your status as an Affiliate in a true and accurate manner.

22. We make no representation or warranty that the operation of our website will be error-free or uninterrupted, and we will not be liable for the consequences of the same. Additionally, we make no warranties, express or implied, that the Web Affiliation or any product or service we provide through the Web Affiliation - including but not limited to a warranty of fitness merchantability, or non-infringement, and warranties implied from course of dealing, trade usage, etc.
23. We shall not be liable to you, or to any person connected to you, for any indirect, consequential or special damages, or for any lost revenue, lost profits, or lost data arising from this Agreement or your involvement in our program, regardless of the circumstances. In addition and specifically, our total liability to you, or to any person connected to you, shall not exceed the most recent month's fees payable to you under this Agreement.
24. As a result of your Affiliation to our program, we will likely disclose to you information which we consider to be confidential. Such confidential information shall include but not be limited to changes to the terms of this Agreement made only for your site and not generally available to other Affiliates, website, business and financial information concerning our programs, customer and vendor lists, pricing and sales information, and information which we designate to you as confidential during the term of this Agreement.
25. You shall not disclose any confidential information. Such confidential information shall remain absolutely confidential and secret, and shall not be used, directly or indirectly, by you for any purpose. The only exception shall be such information as is generally known and available to the public, or if required by law to be on file as a public record.
26. You agree to indemnify, defend and hold us harmless (including our officers, directors, shareholders, employees, agents, affiliates, successors and assigns, from any and all claims, liabilities, damages, losses or expenses – including attorney fees incurred by us – of any type, to the extent that such actions are based on (a) any claim, actual or threatened, that our use of your trademarks, etc., infringe on the rights of any other person; (b) the breach of any representation or warranty made by you in this Agreement; or (c) any claim related to your website, regardless of who brings the claim against you.
27. You warrant that this Agreement has been duly executed and is valid in every way. You warrant that this Agreement is hereby delivered to us, and constitutes your legal and binding obligation. You warrant that this Agreement is enforceable against you in accordance with its terms, and that the execution, delivery and performance by you pursuant to this Agreement are within your legal capacity. You warrant that there is no further approval or consent of another person necessary to make this Agreement valid and binding, and that it has been duly authorized by all requisite actions on your part. You also warrant that this Agreement does not constitute a default under any law or Order to which you are subject, or under the terms of any other agreement which applies to you or is binding upon you.

28. You represent that you have conducted an independent evaluation of your participation as an Affiliate, and that you are not relying on any representation, guarantee, writing, or statement from any person except as set forth in this Agreement. You further acknowledge and represent that you have carefully and completely read this Agreement. You understand that we may (directly or indirectly and at any time) solicit customer referrals on terms different from those contained in this Agreement. We may also operate websites that are in competition with or similar to your website .
29. This Agreement will be governed by the Province of Ontario (Canada). This Agreement is binding on you and will inure to the benefit of, and be enforceable against, your and our successors and assigns. Either party's failure to enforce the performance of any provision herein shall not constitute a waiver of any right to subsequently enforce the same provision or any other provision of this Agreement.
30. This document constitutes the full and binding Agreement between you and Opie Marketing Group, Inc. Remember, by clicking on the "Signup Now" button, you are affirmatively stating that you have read and understand all of the terms set forth in this Agreement, that you accept the terms of this Agreement and agree to be bound by them. You agree that by clicking on the "Signup Now" button shall constitute your legal signature for purposes of executing and making effective this Agreement.