

Ameriquest Mortgage Company Lead Purchase Agreement

This AGREEMENT is made and entered into as of January 28, 2002 between Ameriquest Mortgage Company, a Delaware corporation ("Company") and Leit/Extreme ("Vendor") with reference to the following facts:

A. Vendor owns and operates the QuoteGuru.com website located at www.QuoteGuru.com (the "Website"), which enables a user ("Consumer") to input personal information concerning their individual mortgage needs ("Consumer Information") which Vendor collects, organizes and distributes through its Website to participating lenders and service providers.

B. Company is in the business of providing mortgage loans to consumers and desires to obtain access to the Consumer Information in accordance with the terms and conditions set forth in this Agreement.

In reliance on the foregoing facts, and in consideration of the mutual covenants and agreements set forth below, the Company and Vendor have agreed as follows:

1. Vendor Services. In consideration of Company's payment of the fees set forth in Paragraph 3 below and in Attachment A, Vendor shall do the following:

1.1 Transmission of Consumer Information. Vendor shall timely transmit to Company Consumer Information obtained by Vendor through the Website for Company's business purposes. Consumer Information shall be transmitted electronically by Vendor as required by Company as set forth in Attachment B. Each such individual's Consumer Information shall be referred to herein as a "Consumer Lead."

1.2 Company Support and Reporting. Vendor shall ensure that the Website is continuously operated and maintained in a first-class manner, that Company has 24-hour access to the Website and that Consumer Leads are timely transmitted to Company as provided for in paragraph 1.1 above and in Attachment B. In the event of a disruption of Website service for any reason, Vendor shall respond in a timely fashion to remedy any such disruption. Upon request by Company, Vendor shall furnish Company with a report verifying all Consumer Information and Consumer Leads transmitted to Company.

2. Company's Obligations. Company acknowledges that Vendor shall only provide Consumer Leads to Company on condition that Company agrees as follows:

2.1 Company Is in the Business of Providing Loan Services. Company represents and warrants to Vendor that Company is engaged in the business of loan origination or lending with respect to consumer and mortgage loans and other credit products and that it shall only use the Consumer Information for such purposes or as may otherwise be permissible under applicable state, local or federal laws.

2.2 Communication with Consumers/Customer Service. Provided that a Consumer Lead satisfies Company's lending criteria (as set forth in Attachment A and further as determined by Company in

its sole discretion), Company will contact and respond to Consumer Leads in a timely and professional manner.

2.3 Compliance with Applicable Laws. Company shall at all times comply with applicable state and federal laws in connection with its solicitation of Consumers referred by Vendor.

3. Fees and Refunds.

3.1 Fees. Company shall pay to Vendor the fees set forth on Attachment A (attached hereto and incorporated by reference). Fees shall be due and payable within 30 days of the end of each month.

3.2 Refund of Fees. In the event that any Consumer Lead transmitted to Vendor contains false or misleading Consumer Information, or omits to contain sufficient Consumer Information, to enable Company to respond meaningfully to such Consumer Lead, Company shall be entitled to a refund of any fee paid by Company for such Consumer Lead.

3.3 Invoices. Invoices should include the Vendor name and a unique invoice number. Invoices should be sent to the billing contact, Jennifer Egan at the following address:

Ameriquist Mortgage Company
Suite 460
1100 Town and Country Road
Orange, California 92868
Attention: Jennifer Egan

Invoices may also be emailed to Jennifer Egan at jegan@ameriquist.net or faxed to 714-647-0236.

4. Representations and Warranties. The Vendor represents and warrants that its website(s): (i) does not violate any law or regulation of any governmental agency, (ii) does not infringe in any manner on any copyright, patent, trademark, trade secret or any other intellectual property rights of any third party, (iii) does not breach any duty or rights of any person or entity including, without limitation, rights of publicity or privacy, or has not otherwise resulted in any user fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, (iv) is not false or misleading, (v) is neither involved in hate activity, nor promotes violence or discrimination, based on race, sex, religion, nationality, disability, sexual orientation, or age, and/or (vi) is neither pornographic, defamatory, libelous, slanderous or threatening.

5. Non-Disclosure, Data Ownership, and Privacy.

5.1 Confidential Information. Any confidential information or proprietary information provided by one party, including, without limitation, any description of advertising, and the pricing of any such advertising, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

