

Gary Crandell P.C

From: "Jeffrey Applebaum" <japplebaum@bellsouth.net>
To: <andrew@delpradoholdings.com>
Sent: Wednesday, October 11, 2006 11:26 AM
Attach: RMCRIncIO (2).doc
Subject: FYI

FYI



1. TERMS AND CONDITIONS:

This insertion order (the "Insertion Order" or "IO") is entered into by and between **ZAZOOM NETWORK, LLC**, A Delaware Corporation, whose principal place of business is 10869 North Scottsdale Road, Suite No. 103-PMB176, Scottsdale, Arizona 85254, and **RMCR Inc** whose principal place of business is 3700 Airport Road, suite 408 Boca Raton, FL 33431. Company and Client shall be referred to collectively in this Insertion Order as the "parties."

This Insertion Order sets forth the parties' respective rights and obligations with respect to the above-referenced advertising campaign (the "Advertising Campaign") as set forth more particularly in section 3.2 below.

2. COMPANY'S OBLIGATIONS AND PAYMENT:

2.1 ZaZoom's Obligations

RMCR acknowledges that ZAZOOM's sole obligation under this Insertion Order (Exhibit A-1) is to conduct the Advertising Campaign described in section below.

ZAZOOM shall promote RMCR Inc's products through their proprietary web domain www.yourfreecreditreportonline.com as well as any other domains that ZAZOOM deems worthy of RMCR Inc's products

2.2 Billing terms

ZAZOOM agrees to pay RMCR Inc for all products purchased by users through ZAZOOM's web domains.

Unless otherwise noted, ZAZOOM shall pay RMCR Inc bi-monthly, net 15.

3. REPORTING:

Reporting on conversion (sales), leads and/or clicks statistics are the responsibility of RMCR Inc.

Reports will be online accessible via ZAZOOM's unique login supplied by RMCR Inc. Reports will reflect daily and cumulative gross conversion numbers for each tracking link. Additionally, ZAZOOM will use its own tracking methods, typically a pixel.

4. ZAZOOM'S REPRESENTATIONS AND WARRANTIES

ZAZOOM represents and warrants that they will not publish, distribute, or otherwise provide to Company for use hereunder any Content that:

- (a) Infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- (b) violates any law, statute, ordinance or regulation regarding the creation and marketing of online materials including, without limitation, those governing false and/or deceptive advertising;
- (c) is defamatory or trade libelous;
- (d) is pornographic or obscene; or
- (e) Contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

ZAZOOM represents and warrants that neither the Content to be provided nor any headers shall be false or misleading or contain false or misleading information.

ZAZOOM represents and warrants that the Content will not include e-mails containing or including a falsified sender domain name or non-responsive IP address.

Initial RMCR Inc. _____

Initial ZAZOOM _____

(Exhibit A-1)
ZAZOOM NETWORK, LLC ADVERTISER INSERTION ORDER

Client Name: RMCR Inc.
Contact Name: Jeffrey Applebaum
Address: 3700 Airport Road, suite 408
City, State, Zip: Boca Raton, FL 33431
Phone #: 561-922-2150
Fax #:
E-mail Address: JApplebaum@RunMyCreditReport.com
Web Address: www.RunMyCreditReport.com

The following is a list of products that ZAZOOM NETWORK will be purchasing from RMCR Inc.

Product: AIG Personal Identity Coverage Extra
Cost: \$2.4937
Terms: Monthly, per user

Product: AIG Personal Identity Coverage Basic
Cost: \$2.3387
Terms: Monthly, per user

Product: Experian Daily Monitoring
Cost: \$2.60
Terms: Monthly, per user

Product: Single Credit Report
Cost: \$ _____
Terms: One time initial fee

Stats checking:
Internal reporting system provided by RMCR Inc

Billing terms:
Bi-monthly, net 15

Exclusivity terms:
One year, both parties, automatic renewal
Thirty day grace period, 100k gross monthly revenue.

RMCR Inc

ZAZOOM NETWORK, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ZAZOOM represents and warrants that the Content will not include e-mails containing or including a false or misleading subject line that attempts to disguise or conceal the content of the e-mail.

To the extent that the Content includes e-mails, ZAZOOM represents and warrants that all such e-mails shall contain or include valid and responsive contact information of the sender.

ZAZOOM represents and warrants that it shall not provide e-mail addresses in violation of the CAN SPAM Act or any other state or international law governing the transmission of mass electronic communications.

5. CLIENT CONTENT

5.1 Limited License to Publish Content

RMCR Inc hereby grants ZAZOOM a royalty-free and paid-up license to publish the Content in accordance with this Insertion Order and the Advertising Campaign.

6. PRIVACY:

The parties represent and warrant that they are fully compliant with applicable privacy laws, and all federal, state, and international rules and regulations governing privacy. The parties shall also provide notice for, and fully disclose, their respective privacy policies and practices to visitors to their website(s). Client warrants that engaging in the services provided by the Company pursuant to this Insertion Order shall not violate Client's privacy policy.

7. CONFIDENTIALITY:

7.1 Definition of "Confidential Information"

As used herein, "Confidential Information" shall mean:

- (a) Either party's proprietary information;
- (b) Information marked or designated by either party as confidential;
- (c) Company suppression lists disclosed between the parties pursuant to this Insertion Order;
- (d) Information otherwise disclosed by either party in a manner consistent with its confidential nature;
- (e) The terms and conditions of this Insertion Order, including pricing information; and
- (f) either party's information that is conveyed to the other party, whether or not in written form and whether or not designated as confidential, that is known, or should reasonably be known, by the other party to be treated as confidential.

7.2 Non-Disclosure Obligations

The parties acknowledge that, as a result of the provision of services pursuant to this Insertion Order, one party may disclose Confidential Information ("Disclosing Party") to the other party ("Receiving Party"). Therefore, the Receiving Party agrees that it will make no disclosure of the Disclosing Party's Confidential Information without obtaining the Disclosing Party's prior written consent. Additionally, the Receiving Party will restrict disclosure of Confidential Information to its employee(s), authorized agent(s) and/or independent contractors to whom disclosure is reasonably required, and such employee(s), authorized agent(s) and/or independent contractor(s) shall be explicitly bound by these confidentiality obligations and will use reasonable care, but not less care than they use with respect to the Receiving Party's own Confidential Information of like character, to prevent disclosure of any Confidential Information.

7.3 Duration of Confidentiality Obligations

Nothing contained in this Insertion Order shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed under this Insertion Order. This Section shall survive any termination of this Insertion Order and shall remain in effect thereafter for a period of three (3) years.

7.4 Breach of Confidentiality Obligations

The Receiving Party agrees that monetary damages for a breach of confidentiality under this Section may not be adequate and that the Disclosing Party shall be further entitled to injunctive relief.

Initial RMCR Inc. _____

Initial ZAZOOM _____

8. INDEMNIFICATION:

Advertiser agrees to indemnify, defend and hold harmless Company, and its parents, subsidiaries, agents, affiliates, employees, directors and officers, from any and all liability, claim, loss, damage, demand or expense (including reasonable attorneys' fees) asserted by any third party due to, arising from, or in connection with: (a) any breach by Advertiser of the terms of this Insertion Order including, without limitation, any representation or warranty contained herein; (b) any fraudulent or negligent conduct committed by Advertiser; (c) any claim alleging that the Content infringes the intellectual property rights of a third party; and (d) any claim alleging that Advertiser violates or violated any federal or state law concerning privacy, deceptive advertising, consumer protection, or similar laws.

9. MISCELLANEOUS:

9.1 Governing Law- This Insertion Order shall be governed by, interpreted, and construed in accordance with the laws of Arizona, notwithstanding its choice of law provisions.

9.2 Entire Agreement

This Insertion Order sets forth the entire understanding and agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter of this Insertion Order and may be changed only by a subsequent writing signed by both parties.

9.3 Exclusivity

As mentioned above, exclusivity between both parties is mutual on a yearly basis with automatic renewal. Requirements are that ZAZOOM and RMCR Inc maintain a monthly \$100k gross revenue balance.

9.4 Confidentiality of Terms of Insertion Order

Client shall not disclose any of the terms and conditions of this Insertion Order to any third party without the express prior written consent of Company.

9.5 Consent to Jurisdiction.

In the event of any dispute or claim arising out of or related to this Insertion Order, the parties hereby agree that any lawsuit or other legal claim must be filed in the state or federal courts for Florida, and Client expressly waives any and all challenges to such venue(s). Client hereby agrees, which such agreement is irrevocable, to submit to the jurisdiction of the state and federal courts in the above county and district. Client hereby waives all questions of, and objections to, personal jurisdiction for the purposes of carrying out this section.

9.6 Suppression list maintenance

ZAZOOM agrees to maintain a regularly updated suppression list containing current unsubscribe requests in conformance with CAN-SPAM. Advertiser agrees to:

- (1) Check such suppression list on a daily basis;
- (2) maintain similar suppression lists for opt-out requests that Advertiser receives directly from its e-mail recipients;
- (3) process all unsubscribe requests, no matter the source, within five (5) days of its receipt of such requests and maintain electronic records evidencing the date and time of removal of such e-mail address(es) from its list and/or database; and
- (4) Either supply to Company daily-updated suppression lists or provide access to a secure password protected website where such information may be obtained.

Initial RMCR Inc. _____

Initial ZAZOOM _____

RMCR Inc

By: _____

Name: Jeffrey Applebaum

Title: President

Date: October 11, 2006

ZAZOOM NETWORK, LLC

By: _____

Name: _____

Title: _____

Date: _____