

MARKETING AGREEMENT

THIS AGREEMENT is made as of the date last written below, by and between ZAZOOM NETWORK LLC, a Delaware limited liability company with offices at 7600 Double Tree Ranch Road, Suite 130, Scottsdale, AZ 33431 ("ZaaZoom") and RMCR INC., a Delaware corporation with offices at 3700 Airport Road, Suite 408, Boca Raton, FL 33431 ("RMCR") with reference to the following:

WITNESSETH:

WHEREAS, RMCR is in the business of developing and selling various credit-related consumer products;

WHEREAS, ZaaZoom is in the business of online marketing and advertising;

WHEREAS, the parties have agreed to enter into a strategic e-commerce marketing relationship under which ZaaZoom will promote and sell certain of RMCR's products to consumers.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE PARTIES

A. ZaaZoom will actively market and promote those certain products of RMCR that are identified on Schedule A, attached hereto and incorporated herein by reference (as may be amended from time to time by agreement of the parties)(the "Products"), through ZaaZoom's proprietary website, www.yourfreecreditreportonline.com, and such other websites and/or domain redirects and ZaaZoom may from time to time determine in its sole business judgment.

B. ZaaZoom shall determine in its sole discretion the price points at which it markets and sells the Products to consumers, but shall afford RMCR a right of consultation with regard thereto.

C. RMCR shall supply ZaaZoom with the Products at the costs set forth in Schedule A, and shall use reasonable commercial efforts to timely fulfill product orders resulting from ZaaZoom's marketing efforts. RMCR shall use commercially reasonable efforts to ensure that any credit report information provided to consumers is accurate, and that any personal information provided by consumers is maintained in a secure manner.

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D. ZaaZoom shall be responsible for invoicing, collection and customer service for Product orders placed on or through its websites by consumers; RMCR shall be responsible for customer service as it relates to questions about the Products, such as the use of the credit monitoring product.

2. PAYMENT AND PERFORMANCE STANDARD

A. ZaaZoom shall pay RMCR the amounts set forth in Schedule A for such products it orders from RMCR within 15 days of the date of order. Payment shall be made via company check or via bank to bank wire, as determined by ZaaZoom.

B. Within ninety (90) days of execution hereof, the gross monthly receipts to RMCR from ZaaZoom under this Agreement are targeted to be not less than One Hundred Thousand Dollars (\$100,000.00) per month. In the event ZaaZoom fails to meet said monthly minimum in any given monthly period following the ninety day ramp-up period, RMCR may elect to provide ZaaZoom with notice of intent to terminate this Agreement. In the event such notice is given, ZaaZoom shall be given one further monthly accounting cycle to meet the minimum sales target. Should ZaaZoom fail to generate gross sales of less than \$100,000.00 to RMCR in said further monthly cycle, then RMCR shall have the right to immediately terminate this Agreement.

C. In the event that ZaaZoom fails to make timely payment to RMCR pursuant to this section 2, RMCR shall notify ZaaZoom in writing of such failure, and ZaaZoom shall then have thirty (30) days from such notice in which to cure. Should there be a failure to cure, then ZaaZoom shall be in default under this Agreement. In the event of default, RMCR shall, in its sole discretion, have the right to immediately terminate this Agreement.

3. EXCLUSIVITY

A. RMCR will not allow the Products to be sold or marketed by any other third party affiliate network [and shall not engage the services of any other online marketing company to promote or sell the Products??] during the term of this Agreement.

B. ZaaZoom will not market or promote any product or service directly competitive with the Products during the term of this Agreement.

4. TERM

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This Marketing Agreement shall commence on the Effective Date and shall remain in effect for a period of One (1) year. Thereafter, this Marketing Agreement shall be renewed automatically on a year to year basis, unless one party notifies the other of its desire to terminate this Marketing Agreement at least sixty (60) days prior to the expiration of the Initial Term or then current renewal term, as applicable.

5. INTELLECTUAL PROPERTY

RMCR hereby grants ZaaZoom license to make use of such of RMCR's trademarks, service marks, trade names, product description and product logos as ZaaZoom may require to perform its marketing services hereunder. Upon expiration or termination of this Agreement, said license shall terminate. Neither party shall acquire any ownership rights in the copyrights, trademarks, service marks, trade names, trade secrets or other intellectual property of the other by virtue of this Marketing Agreement or the performance of services hereunder. Neither party will take any action or make any claim to any Intellectual Property belonging to the other party, whether during the Term or thereafter, which is inconsistent with this Paragraph.

6. TERMINATION

A. Either Party may terminate this Marketing Agreement, effective upon the delivery of written notice of such termination to the other party, if: (i) the other party becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under each jurisdiction's bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within thirty (30) days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; or (ii) there is a continued and material breach by the other party of any of the terms and conditions of this Marketing Agreement, provided that the party not at fault has given the other party thirty (30) days prior written notice of such breach, such other party has not remedied the breach and it is possible for the defaulting party to take such remedial action.

B. In the event of termination, for whatever reason, the parties' obligations under Section 2 and Section 10 shall survive.

7. REPRESENTATIONS AND WARRANTIES

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A. Each party represents and warrants that it has the right, title, interest and authority to enter into this Marketing Agreement and to fully perform its obligations hereunder, and that the rights granted hereunder shall not violate the rights of any third party. Each party represents and warrants that its conduct hereunder shall conform to all applicable federal, state and local law and regulation.

B. Except for liability for indemnity, neither party will have liability for any damages other than direct damages. NEITHER PARTY MAKES ANY WARRANTY REGARDING THE QUALITY OF THEIR GOODS AND SERVICES. NEITHER PARTY MAKES ANY WARRANTY THAT ALL ERRORS OR FAILURES IN THEIR RESPECTIVE SITES WILL BE CORRECTED. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BEYOND THE WARRANTIES CONTAINED IN THIS PARAGRAPH, THE PARTIES DO NOT WARRANT THAT THEIR SITES ARE ERROR-FREE OR THAT OPERATION OF THEIR SITES WILL BE SECURE OR UNINTERRUPTED. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY REPRESENTATION OR WARRANTY MADE TO ANY END USER OR THIRD PARTY BY THE OTHER PARTY, OR ANY AGENT OF THE OTHER PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR FAILURE OF ITS NETWORK OR SUPPORT SERVICES. THESE LIMITATIONS SHALL SURVIVE AND APPLY NOTWITHSTANDING THE VALIDITY OF THE LIMITED REMEDIES PROVIDED FOR IN THIS Marketing Agreement.

8. INDEMNITY

Each party hereby indemnifies and holds harmless the other party, its parent, affiliated and subsidiary companies, their officers, managers, directors and employees ("Indemnities") from any and all liabilities, claims, causes of actions, suits, losses damages, fines, judgments and expenses (including reasonable attorney's fees) which may be incurred by the Indemnities arising out of any breach of the covenants, warranties, representations and agreements herein, or out of the misuse or inaccuracy of any consumer credit or personal information by the other party.

9. RELATIONSHIP OF PARTIES

Nothing in the Marketing Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, joint venture or formal business entity of any kind;

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and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

10. CONFIDENTIALITY

A. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary". If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure and reduced in writing and delivered to the receiving party within ten (10) days of such disclosure.

B. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Marketing Agreement; (ii) is or become publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any of its subsidiary; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

C. The receiving party agrees that it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Marketing Agreement and/or at any time thereafter in perpetuity, without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

D. Upon the request of the disclosing party, the receiving party will promptly return all Confidential information furnished hereunder and all copies thereof.

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E. The Parties agree that all publicity and public announcements concerning the formation and existence of this Marketing Agreement shall be jointly planned and coordinated by and among the Parties. Neither party shall disclose any of the specific terms of this Marketing Agreement to any third party without the prior written consent of the other party, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, any party may disclose information concerning this Marketing Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

F. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

11. FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Marketing Agreement on account of, any delay or failure to perform as required by this Marketing Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

12. NOTICE

Any notice required to be given under this Marketing Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested or by Federal Express.

13. JURISDICTION/DISPUTES

This Marketing Agreement shall be governed in accordance with the laws of the State of Florida. All disputes under this Marketing Agreement shall be resolved by litigation in the courts of the County of Palm Beach, State of Florida, including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept

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service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

14. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Marketing Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

15. ASSIGNABILITY

Neither party may assign this Marketing Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld.

16. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Marketing Agreement.

17. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Marketing Agreement.

18. INTEGRATION

This Marketing Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement for marketing services. This Marketing Agreement shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Marketing Agreement.

19. COUNTERPARTS



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This Marketing Agreement may be executed in one or more counterparts, and, upon execution of at least one counterpart by each Party, all counterparts so executed shall constitute one agreement, binding on all of the Parties herein, notwithstanding that all of the Parties herein are not signatories to the original or to the same counterpart.

20. ATTORNEY FEES AND COSTS

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Marketing Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Marketing Agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

21. MISCELLANEOUS

The terms and conditions of this Marketing Agreement have been negotiated at arm's length among sophisticated Parties herein. As a result, the rule of "interpretation against the draftsman" shall not apply in any dispute over interpretation of the terms and conditions of this Marketing Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

RMCR INC.

By: [Signature]
Title: president
Date: 10/13, 2006

ZAZOOM NETWORK LLC

By: [Signature]
Title: Member
Date: 10/13, 2006

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SCHEDULE A
Product and price list

<u>Product</u>	<u>Price per unit</u>
Credit Report	\$ _____
Identity Theft Protection	\$2.30
Credit Monitoring Service	\$2.40

RMCR INC.

By: [Signature]
Title: President
Date: 10/13, 2006

ZAZOOM NETWORK LLC

By: [Signature]
Title: Member
Date: 10/13, 2006

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**ADDENDUM TO
MARKETING AGREEMENT
BETWEEN ZAAZOOM NETWORK, LLC and RMCR INC.**

This ADDENDUM is entered into this 19 day of december, 2006 between ZaaZoom Network, LLC a Delaware limited liability with offices at 7600 Double Tree Ranch Road Suite 130, Scottsdale AZ 33431 ("ZaZoom"), and RMCR, Inc., a Delaware corporation with offices at 3700 Airport Road, Suite 408, Boca Raton, FL 33431 (RMCR).

RECITALS:

WHEREAS, RMCR is in the business of developing and selling various credit related consumer products:

WHEREAS, ZaaZoom is in the business of online marketing and advertising;

WHEREAS, the parties desire have agreed to enter into a strategic e-commerce marketing relationship under which ZaaZoom will promote and sell certain RMCR's products to consumers

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following addendum to their existing Marketing Agreement date October 13th, 2006:

1. With respect to paragraphs 2.B the Marketing Agreement, it is mutually agreed that there will be an additional (90) days added to the existing time period in which ZaaZoom must meet the minimum monthly revenue requirement. The total time period from date of execution will be updated to (180) days.

2. It is mutually agreed that a reciprocal marketing agreement with Azoogic Inc. on behalf of RMCR's products are to be effective no later than 5 business days from the signing of this addendum

3. It is mutually agreed that the retail price to the consumer for processing fee for all of RMCR's products be amended from \$5.95 to \$0.99 and be effective no later than 5 business days from the signing of this addendum and shall stay in force until the parties mutually agree otherwise.

4. All the other terms and conditions of the Marketing Agreement will be applicable.

RMCR Inc.

By: [Signature]

Title: President

Date: Dec 19, 2006

ZaaZoom Networks, LLC

By: _____

Title: _____

Date: _____