



January 11, 2009

Tom Kern  
Crime Stoppers U.S.A.  
c/o Crime Stoppers of Central Indiana  
7549 West Morris Street  
Indianapolis IN 46231

Dear Tom,

3WINS Consulting is very pleased to learn the CSUSA Board has agreed to build a partnership between our two organizations and we are very excited about the possibilities and the opportunities for everyone involved. Knowing that an agreement was to be in place for January 1<sup>st</sup>, 2010, we believe the simplest way to form that agreement would be a Letter of Agreement that details the larger working points in the relationship and affords us both an opportunity to express specific priorities prior to the creation of the final contract.

What follows is the working points taken directly from the proposal provided CSUSA in September and will cover areas of term, responsibility, scope, authority, indemnity and compensation. Our intent is simple: 3 WINS is proposing a long-term partnership with CSUSA to provide expertise and resources in the areas of promotion, branding, media development and relations while providing safe sources of sustainable revenue. In every sense, we wish to become an extension of Crime Stoppers USA. Please note there are no references made to term and, hopefully, this is seen as an indication of our willingness, our belief in the program and our trust that CSUSA sees the long-term benefit in this association.

3WINS proposes an agreement that sees 3WINS provide:

- The ability to act as an agent of CSUSA when working with clients and vendors;
- Team lead in all fundraising efforts, branding and imaging;
- Consultation in areas of training, conferences, meetings and content;
- Focused and engaging media

In return, 3WINS is looking for CSUSA to agree to:

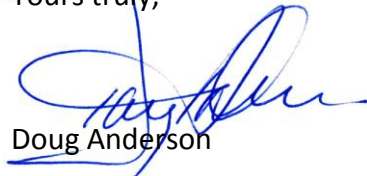
- Annual performance reviews with 3WINS;
- Indemnification from any activity associated with our relationship;
- Compensate 3WINS at a rate of 25% of gross revenue earned from any income associated with 3WINS efforts;
- Compensate 3WINS for all approved expenses including travel, internet, communication and costs;

Naturally, CSUSA would retain final approval on any and all projects and the individual pieces developed for CSUSA (i.e. CSUSA national website and content) would remain the property of CSUSA; the models and strategies would remain the property of 3 WINS. Of equal importance, is finding an exit strategy should CSUSA and 3 WINS wish to end the agreement; naturally, this would have to be fair to everyone involved. Please know we are approaching this relationship as though 3WINS would oversee anything where a Crime Stoppers logo and revenue would come together.

Please know we're honored to be considered as a partner to your program and we remain most anxious to begin. If the terms above meet with your approval, please sign below and we'll begin work on the formal contract. Should there be any revisions required, please adjust and send back to us and we'll work to accommodate wherever possible.

We look forward to hearing from you.

Yours truly,



Doug Anderson

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As Approved:

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Doug Anderson  
3WINS Consulting Inc.

Date

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Tom Kern  
Crime Stoppers USA

Date