

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

vs.

**REX VENTURE GROUP, LLC
d/b/a ZEEKREWARDS.COM, and PAUL
BURKS,**

Defendants,

No. 3:12-CV-519

DECLARATION AND RELEASE

CLAIMANT: [NAME]

CLAIM NO. [#####]

ZEEKREWARDS USERNAME(S): [#####]

The claimant named above (“Claimant”), having submitted the claims referenced above (collectively, the “Claim”) to Kenneth D. Bell (the “Receiver”), as Receiver for the Rex Venture Group, LLC d/b/a ZeekRewards.com, any of its subsidiaries, whether incorporated or unincorporated, and any businesses or business names under which it does business (the “Receivership Defendant”), hereby declares to the Receiver, under penalty of perjury, that Claimant did not receive any payment or other transfer on account of the Claim or amount of the Claim (the “Claim Amount”) as described in the Claim Determination from the Receiver or any entity or other person through the date of this Declaration and Release, other than as is denoted on the Claim Determination.

Claimant, on behalf of Claimant and Claimant’s heirs, successors and assigns, and contingent only upon receipt of a pro rata share of the Claim Amount as described in and pursuant to the terms of the Claim Determination (the “Consideration”) from the Receiver after receipt by the Receiver of this signed Declaration and Release, hereby remises, releases, and forever discharges the Receiver and his agents, employees, professionals, successors and assigns, and the Receivership Defendant’s estate (all of the foregoing, collectively, the “Released Persons”) of and from any and all claims arising out of or relating to the Claim, the circumstances that gave rise to the Claim, and any other transactions or dealings with the Receivership Defendant or any entity or other person affiliated with the Receivership Defendant

relating to the Claim, which the Claimant now has, or hereafter can, shall, or may have, for or by any reason of any cause, matter, or thing whatsoever, prior to and including the date of execution hereof.

Notwithstanding any rights or remedies available to Claimant under applicable law, Claimant acknowledges and agrees to return immediately any property to the Receivership Defendant's estate that is later found by the Receiver or determined by a court (1) to have been distributed in error, or (2) to exceed Claimant's pro rata share of customer property distributed by the Receivership Defendant's estate, and will indemnify and hold harmless the Released Persons from and against any damages, costs or losses that may result from any assertion by any such other entity or other person of any such claims.

Claimant hereby consents to the jurisdiction of the United States District Court for the District of North Carolina for all purposes, including personal jurisdiction, related to the Claim, this Release, and ZeekRewards, and hereby agrees to be bound by its decisions, including, without limitation, a determination as to the validity and amount of the Claim against ZeekRewards and any Claim or counterclaim which ZeekRewards has asserted or does assert against me.

Claimant further acknowledges the sufficiency of the Consideration and that Receiver may deliver such Consideration in multiple installments. Notwithstanding anything to the contrary herein, to the extent the Consideration is delivered in multiple installments, the releases set forth herein shall take effect only with respect to the portion of the Claim which has been satisfied by such portion of the Consideration.

This Release does not release any claims against any current or former employee, officer, member or managing member, or member of the Receivership Defendant or any of its subsidiaries or affiliates, except with respect to any work performed by such employee, officer, or director in connection with respect to the liquidation and marshaling of the assets of the Receivership Defendant under the supervision of the Receiver.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of Claimant: _____

(Only include By and Title By:
if Claimant is not a natural person) Title: