



LEAD GENERATION AGREEMENT

This Lead Generation Agreement (the "Agreement") is entered into effective this ____ day of _____ ("Effective Date"), by and between _____ ("Lead Buyer") and Social Web Pros ("Lead Supplier").

GENERAL PROVISIONS

A lead is defined as follows:

- Email leads as submitted by prospective customers using the hosted web form. All leads are forwarded to both the Buyer and Supplier for tracking purposes.

The Lead Supplier assumes all costs of advertising, domains, web hosting and labor involved in generating the leads. The Lead Buyer is compensating Lead Supplier for all email and phone leads generated by Social Web Pros

EXCLUSIVITY

All leads are generated directly by the Lead Supplier and sold exclusively to Lead Buyer for the duration of this agreement. Leads will not be resold to any other entities as long as the terms of this agreement are met as defined below.

LEAD FEES

Lead Buyer understands and agrees that all phone leads received will be considered legitimate and will be treated as valid. Lead Buyer agrees to pay the Lead Supplier a flat monthly fee of \$2,000 (for 15 to 20 leads) and Buyer will not be charged per call, or on a percentage of any sales made. On that basis, no credits are issued for leads that don't turn to closed sales.

BEST EFFORTS

Lead Buyer understands that Lead Supplier is only providing sales leads, not sold customers. It is the responsibility of the Lead Buyer to make the sale and capture the appointment. Lead Buyer agrees to put forth best efforts to secure and provide ethical and professional services and otherwise fulfill all appointments made as the result of Lead Supplier's marketing services.

Parties agree to use phone calls, text messaging and email to ensure the highest degree of communication for the purpose of responding to any and all prospective customers in a timely fashion.

PAYMENTS

This agreement will be considered valid upon the signed agreement of both parties and the receipt of the first monthly flat fee of \$2,000. Subsequent payments shall be made on the 1st of each month. If this agreement is executed in the middle of the month payment will be prorated or due date will commence on the date it is signed.

This agreement, once executed, will remain in place for a period of 30 days after which the parties agree to reassess their respective business goals, marketing priorities, and pricing moving forward.

The terms of this agreement may be suspended or terminated without further notice if payments are not received within 5 business days of their due date. All leads may be directed to another service provider at the sole discretion of the Lead Supplier in the event that the terms of this agreement are not carried out by Lead Buyer or Buyer becomes unable to provide services for any reason.

INDEPENDENT CONTRACTOR

This Agreement shall govern the relationship of the parties, which shall be that of an independent contractor. Nothing in this Agreement shall be construed so as to create an employer—employee relationship. Lead Supplier is an independent contractor in relation to Lead Buyer.

No agency relationship, joint venture or partnership is created by this Agreement. Lead Supplier shall have no authority, express or implied, to enter into contracts with third parties or make representations on behalf of Lead Buyer without its express written consent.

Lead Supplier understands he/she is an independent contractor and is therefore solely responsible for all self-employment taxes and any federal, state and local taxes or fees that may arise from the independent contractor relationship.

TERM AND TERMINATION

This agreement will be in effect from the initial start date commencing on the date it is signed and receipt of 1st monthly fee by Lead Supplier for a period of 30 days ending. The agreement can end at any time by either party, with a written (email) notice if either party has provided written notice to the other of any breach of this agreement and allowed 7 days to remedy said breach. There will not be a refund if cancelled in the middle of the month.

MODIFICATION

This agreement may not be amended without mutual consent. Any amendments to this agreement must be in writing and signed by both parties.

CONFIDENTIALITY

Each party acknowledges and agrees that any information relating to the other party's business which is not generally known to the public is confidential and proprietary information. Neither party will disclose the Confidential Information to third parties without prior written agreement.

This business agreement, relationship, or operating practices shall not be made public on any Website, Internet forum, social networking site, message board, or any other public media without the express written consent of both parties.

INDEMNIFICATION

(a) Lead Supplier - The Lead Supplier shall indemnify and hold harmless the Lead Buyer from and against any and all third-party claims, demands, losses, damages and reasonable expenses (including, without limitation, reasonable legal fees) arising from or in connection with the conduct of this agreement.

(b) Lead Buyer - The Lead Buyer shall indemnify and hold harmless the Lead Supplier from and against any and all third-party claims, demands, losses, damages and reasonable expenses (including, without limitation, reasonable legal fees) arising from or in connection with the conduct of this agreement.

ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject hereof.

LEAD BUYER Name _____

Company Name _____

Street Address _____

City State Zip _____

Office Phone: _____

Cell: _____

Email: _____

SIGNATURE: _____ DATE: ____/____/____

LEAD SUPPLIER

SOCIAL WEB PROS

2435 Ventura Blvd

Suite D

Camarillo Ca. 93010

Office: 805 701-0646

Email: moreleadsperiod@gmail.com

SIGNATURE: _____ DATE: ____/____/____