

PAY PER CALL LEAD GENERATION AGREEMENT

This Lead Generation Agreement (the "Agreement") is entered into by and between designated **Towing Company** ("Lead Buyer") and **S.E.O. Tropolis** ("Lead Supplier").

GENERAL PROVISIONS

A lead is defined as follows:

1. A phone lead that has been forwarded directly to the Lead Buyer. All phone leads are also tracked and recorded for quality and accounting purposes.

The Lead Supplier assumes all costs of advertising, domains, web hosting and labor involved in collecting the leads. The Lead Buyer is purchasing qualified phone leads.

Phone leads will be call forwarded to the Lead Buyer's by Lead Supplier source tracked business number.

All leads are generated directly by the Lead Supplier and sold exclusively to Lead Buyer. Leads will not be resold to any other entities for the bespoke territory as long as there is a positive Lead Fee Balance as defined below.

Lead Buyer understands and agrees that all phone leads received will be considered legitimate and will be charged as such. However, the Lead Buyer may dispute bogus leads and both Lead Buyer and Lead Supplier will review recorded phone records. Credit for disputed leads will only be given under the following conditions or circumstances:

- Lead is received containing bogus contact information such as phone number, etc.
- Lead received is Misdials or Fax Calls.
- Lead is received from competitor, sales, marketing or some other entity not looking for specific services provided by Lead Buyer.
- Lead is received that is outside the scope of agreed upon lead types. (i.e. Leads not associated with Towing and/or Roadside Assistance Services)
- Duplicate Leads / Repeat callers.
- 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 FEES

The Lead Buyer will pay the Lead Supplier a **flat-rate for each lead** for {Towing / Roadside Assistance Related Leads}.

In flat fee of for each relevant lead. In addition, there is a one-time technology fee to establish the leads campaign for each Lead Buyer (Towing Company) and in addition, there may be a one-time technology fee to establish the leads campaign for each Lead Buyer and ongoing maintenance/optimization by our programmers and advertising experts.

PAYMENTS

Essentially, this is a Pre-Paid Lead Generation program. Once a new lead is received, the Lead Fees are deducted from

prepaid Lead Buyer's Paypal, Bank or Credit Card account. If at any point the Lead Fee Budget should be exhausted to

\$0.00, all incoming leads will be put on hold until Lead Buyer authorizes more funds. Once the lead budget is exhausted to \$100 a notification is sent to the Lead Buyer to top-up the account to ensure leads are provided without interruption. In the event the lead budget is not topped-up, this will ultimately result in the loss of leads and the campaign will be provided to another Lead Buyer (_____ Company).

Pre-Paid Lead Fee Budget to get started: \$Varies by Location and Call Blocks Ordered

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 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 is ongoing from the initial start date. The agreement can be ended at any time by either party, with a written (email) notice. Any remaining budget in the Lead Buyer (Towing Company) account for pre-paid leads will be exhausted until the balance is \$0.00. (There are no refunds of prepaid funds, only lead generation customer calls will exhaust the balance.)

MODIFICATION

This agreement may be amended from time to time by S.E.O. Tropolis and will agree to provide a 14-day to any customers with _____ (niche type) lead contracts placed prior to any changes to the agreed terms.

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 Online 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 SUPPLIER

S.E.O. Tropolis AKA Prosperous Presence

Ohio Limited Liability Company

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