

LEAD GENERATION AGREEMENT

Location: _____ Date: _____

Parties:

This Lead Generation Agreement (the "Agreement") is made between:

1. Lead Provider: _____
2. Client: _____

Recitals:

WHEREAS, Lead Provider specializes in generating consumer interest and potential customer leads ("Leads") for Client's products and/or services; WHEREAS, Client desires to engage Lead Provider to provide such Leads under the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions

"Lead" means a potential customer contact information that meets the criteria specified by Client. "Deliverables" means all Leads and related data provided by Lead Provider to Client.

2. Services

Lead Provider agrees to generate and deliver Leads to Client in accordance with the specifications, volume, and quality standards agreed upon in writing by the Parties.

3. Delivery and Acceptance

Leads will be delivered via electronic means as agreed. Client shall have a reasonable period to review and accept Leads. Acceptance shall not be unreasonably withheld.

4. Payment and Fees

Client shall pay Lead Provider the fees set forth in the applicable purchase order or invoice. Fees are due net thirty (30) days from invoice date unless otherwise specified.

5. Term and Termination

This Agreement shall commence upon execution and continue until terminated by either Party upon thirty (30) days prior written notice. Termination shall not affect obligations incurred prior to termination.

6. Representations and Warranties

Each Party represents that it has the full power and authority to enter into this Agreement. Lead Provider represents that all Leads delivered are obtained in compliance with applicable laws and regulations.

7. Compliance with Laws

Lead Provider shall comply with all applicable federal, state, and local laws relating to lead generation, data privacy, telemarketing, and consumer protection (including but not limited to the Telephone Consumer Protection Act (TCPA) and CAN-SPAM Act).

8. Confidentiality

Each Party agrees to keep confidential all proprietary and non-public information received from the other Party, using at

least the same degree of care as it uses to protect its own confidential information.

9. Data Protection and Privacy

Lead Provider shall implement reasonable technical and organizational measures to protect personal data in compliance with applicable privacy laws and shall not sell or transfer personal data to unauthorized third parties.

10. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates, officers, and employees from and against any claims, damages, liabilities, losses, costs, or expenses arising out of any breach of this Agreement or violation of applicable laws.

11. Limitation of Liability

Except for indemnification obligations or breach of confidentiality, neither Party shall be liable for consequential, incidental, special, or punitive damages, even if advised of the possibility of such damages.

12. Independent Contractor

Lead Provider is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

13. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

14. Force Majeure

Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, government action, labor disputes, or internet service disruptions.

15. Notices

All notices under this Agreement shall be in writing and delivered by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation, to the addresses provided by the Parties.

16. Assignment

Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except to a successor in interest of the entire business and assets.

17. Amendments and Waivers

No amendment or waiver shall be effective unless in writing and signed by authorized representatives of both Parties.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Entire Agreement

This Agreement, including any schedules or exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations and understandings.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original, and may be executed electronically or by PDF, all of which together constitute one agreement.

LEAD PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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