

## LEADBOT LLC AGENT AGREEMENT

In consideration of the mutual promises and conditions set forth in this Agent Agreement by and between Leadbot LLC ("LEADBOT LLC") and the person whose name is subscribed to the accompanying Agent Application ("Agent") (LEADBOT LLC and Agent also referred to herein individually as "party" and collectively as "parties"), the parties hereto agree to the following:

### 1. LEADBOT LLC Obligations

LEADBOT LLC agrees to provide or perform the following:

- (a) Provide leads to Agent via email, of people requesting quotes for insurance, all in accordance with this Agent Agreement and the Terms and Conditions for LEADBOT LLC'S website, located at <http://leadbot.com/LeadbotTOS.pdf> (the "Terms and Conditions"). All leads and any and all information provided with such leads, including but not limited to any personal and contact information, shall be referred to herein collectively as "Names" and individually as "Name."
- (b) To make commercially reasonable efforts not to deliver, sell or transfer any Names to any other person if Agent has entered into an "exclusive" arrangement with LEADBOT LLC.

### 2. Agent's Obligations

Agent agrees to provide or perform the following:

- (a) To pay for any and all Names sent by LEADBOT LLC in accordance with the payment provisions set forth in this Agent Agreement.
- (b) Contact each Name within 5 business days of receiving such Name for purposes of verifying the accuracy of the information provided by LEADBOT LLC and to provide the requested insurance quotation.
- (c) Contact LEADBOT LLC within 10 days of receiving a Name if the contact information provided for such Name is incorrect or such Name is uninsurable.
- (d) Not to disclose, sell, transfer, assign or give any Name provided by or through LEADBOT LLC to any other person or organization.
- (e) Use Names solely for the purpose of qualifying and sending insurance quotations requested by such Names.
- (f) Comply with any and all federal, state, local and industry laws, rules, regulations or requirements up to and including licenses required to sell the insurance quoted by Agent in the state(s) in which any geographic area is selected by Agent on the Agent Application.
- (g) Provide quotes only from those insurance companies which Agent is authorized and/or licensed to sell insurance.

### 3. Payment Terms and Disputes

The following payment terms shall apply to Agent's account under this Agent Agreement:

- (a) Agent will pay in advance for leads (i.e., Names) by selecting a pre-payment amount ("Deposit") to be charged on Agent's credit card equal to 50% of the maximum number of leads that Agent would like to receive in a month. The setup fee shall also be charged on Agent's credit card.
- (b) Each time a Name is provided to Agent, a charge shall be made to reduce Agent's Deposit in an amount equal to the price of each such Name. When Agent's Deposit falls below 25% of the value of such Deposit, as adjusted, payment will automatically be drawn against Agent's credit card to bring the level of the Deposit to its original value.
- (c) Agent shall be responsible to pay all applicable sales, use, and other taxes and all duties which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on net profits which may be levied against LEADBOT LLC.
- (d) If Agent's card is not successfully charged or there is a charge-back, and the amount of the price of the Names to be charged equals or exceeds the original Deposit, Agent's account may be suspended and/or its reserved geographic areas may be forfeited, at LEADBOT LLC's sole discretion. Under such circumstances, a loss of priority on LEADBOT LLC network may occur. When the Deposit has been successfully reestablished, Agent's account may be reactivated, in LEADBOT LLC's sole discretion, subject to any setup fees.
- (e) If Agent or LEADBOT LLC terminates this Agent Agreement or LEADBOT LLC terminates service to Agent, any balance owing to LEADBOT LLC is due and payable within 5 business days from the date of such termination.
- (f) Agent shall reimburse LEADBOT LLC for all amounts expended by LEADBOT LLC in attempting to collect any amounts due to it by Agent, including attorneys' fees and costs incurred in connection with such collection efforts.
- (g) Agent must notify LEADBOT LLC within 10 business days after receiving the Name if Agent has any dispute regarding the receipt of such Name.
- (a) Agent may not challenge the accuracy or insurability of a Name unless Agent has contacted LEADBOT LLC regarding the accuracy or insurability of a Name as required under Section 2(c) of this Agent Agreement. Unless disputed within such 10-day period, the billing attributable to the Names provided by LEADBOT LLC to Agent will be deemed accurate, due and payable by Agent and final.
- (h) If the number of leads returned in any given month is greater than 20% of the total leads received in that month, LEADBOT LLC's system will automatically reject the lead recall request.
- (i) If LEADBOT LLC, at its sole discretion, determines that an adjustment is due and owing to Agent, LEADBOT LLC shall credit Agent for the amount of such adjustment by adding such amount to Agent's Deposit.

### 4. Notice and Agent Contact Information

Any notice to be given under this Agreement shall be in writing, signed by the party giving such notice, and sent by U.S. certified mail, return receipt requested, postage prepaid, and addressed to such party's last known address or via facsimile. The date of such mailing or facsimile transmission shall be deemed the date of notice. Agent consents to LEADBOT LLC'S use of Agent's contact information, including but not limited to its facsimile number and e-mail address(es), to provide written notice hereunder to Agent and to alert Agent to other product and service offerings or other business matters.

## **5. Termination**

Agent may terminate this Agent Agreement upon at least 15 days prior written notice LEADBOT LLC. LEADBOT LLC reserves the right to terminate this Agent Agreement for any or no reason without prior notice. Upon termination, any credit balance remaining from the Deposit will be used to send the remaining leads purchased by Agent, subject to LEADBOT LLC's right to set-off any amounts owed to LEADBOT LLC. Sections 2 through 5 and 7 through 14 of this Agent Agreement shall survive termination hereof.

## **6. Scope of Use**

Subject to the terms and conditions of this Agent Agreement, including, without limitation, Agent's payment of all applicable fees, LEADBOT LLC hereby grants to Agent a limited, non-exclusive, non-assignable, non-transferable license, solely during the term of this Agent Agreement, to access and use the LEADBOT LLC sites located at [www.leadbot.com](http://www.leadbot.com) (the "Site") remotely over the Internet, solely for Agent's internal business purposes in connection with its use of the referral services provided by LEADBOT LLC under this Agent Agreement and solely using the user name and password provided to Agent by LEADBOT LLC. Any other commercial use or exploitation of the Site or any content, code, information, data or other materials on or through the Site is strictly prohibited. In no event shall Agent use any trademark, trade name, service mark, icon, logo or other indicator of LEADBOT LLC without LEADBOT LLC's advance, express, written permission in each instance. The license granted herein is granted solely to Agent, and not, by implication or otherwise, to any parent, subsidiary or affiliate of Agent. All rights not expressly granted hereunder are reserved to LEADBOT LLC. Agent shall be responsible for any access to or use of the Site by Agent or any person or entity using a password provided by LEADBOT LLC to Agent, whether or not such access or use has been authorized by or on behalf of Agent, and whether or not such person or entity is an employee or agent of Agent. Agent represents, warrants and covenants that it shall use the Site only for lawful purposes and in conformance with this Agent Agreement and the Terms and Conditions, and that all information provided by Agent to LEADBOT LLC relating to this Agent Agreement, whether via online forms or otherwise, is accurate and complete. LEADBOT LLC shall have the right, in its sole discretion, to deactivate, change and/or delete Agent's password(s). LEADBOT LLC may upgrade, modify, change or enhance the Site and convert Agent to a new version thereof at any time in its sole discretion.

## **7. Proprietary Rights**

As between Agent and LEADBOT LLC, LEADBOT LLC owns, solely and exclusively, all rights, title and interest in and to the Site, including, but not limited to, all the content, code, information, data and other materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, information, data and other materials on the Site, including but not limited to all copyright, trademark, trade name, service mark, patent, trade secret, moral, database and other intellectual property and proprietary rights inherent therein or appurtenant thereto. In no event shall Agent use any trademark, trade name, service mark, icon, logo or other indicator of LEADBOT LLC or any other proprietary rights of LEADBOT LLC without LEADBOT LLC's advance, express, written permission in each instance.

## **8. Disclaimer**

AGENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED HEREUNDER "AS IS" WITH NO WARRANTY WHATSOEVER AND THAT ITS USE OF THE SERVICES IS AT ITS OWN RISK. NEITHER LEADBOT LLC NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS MAKE, AND AGENT DOES NOT RECEIVE, ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. LEADBOT LLC AND ITS AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT. LEADBOT LLC IS NOT INVOLVED IN THE ACTUAL TRANSACTIONS BETWEEN AGENTS AND NAMES. AS A RESULT, LEADBOT LLC HAS NO CONTROL OVER THE QUALITY, SAFETY OR LEGALITY OF NAMES OR THE TRUTH OR ACCURACY THEREOF. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, LEADBOT LLC CANNOT AND DOES NOT CONFIRM THAT NAMES ARE WHO THEY CLAIM TO BE. BECAUSE LEADBOT LLC DOES NOT AND CANNOT BE INVOLVED IN AGENT-TO-NAME OR NAME-TO-AGENT DEALINGS OR CONTROL THE BEHAVIOR OF NAMES, IN THE EVENT AGENT HAS A DISPUTE WITH ONE OR MORE NAMES, AGENT RELEASES LEADBOT LLC (AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. AGENT IS RESPONSIBLE FOR ITS RELATIONSHIP WITH NAMES AND FOR SEEKING ANY REMEDIES AND REDRESS DIRECTLY FROM SUCH NAME IN THE EVENT OF ANY DISPUTE.

## **9. Limitation of Liability**

IN NO EVENT SHALL LEADBOT LLC, ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, LICENSORS, SUPPLIERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS OR ANTICIPATED BUSINESS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGENT AGREEMENT, THE SUBJECT MATTER HEREOF OR THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM INFORMATION PROVIDED BY, TO OR THROUGH LEADBOT LLC, OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, TORT (INCLUDING NEGLIGENCE), CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR OTHERWISE. THE AGGREGATE LIABILITY OF LEADBOT LLC, ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, LICENSORS, SUPPLIERS, AGENTS AND EMPLOYEES, FOR ANY OTHER DAMAGES ARISING FROM OR RELATING TO THIS AGENT AGREEMENT, THE SUBJECT MATTER HEREOF, OR THE SITE OR SERVICES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY SHALL NOT EXCEED THE AMOUNTS RECEIVED BY LEADBOT LLC DIRECTLY FROM AGENT PURSUANT TO THIS AGENT AGREEMENT DURING THE CALENDAR MONTH DURING WHICH SUCH CLAIM(S) ACCRUED.

## **10. Indemnification**

Agent agrees to defend, indemnify and hold harmless LEADBOT LLC, its parent, subsidiaries, affiliates, licensees, licensors and suppliers, and their shareholders, members, partners, directors, officers, agents and employees (collectively, the "Indemnified Parties"), with respect to any claim, demand, cause of action, debt, liability and expense (including reasonable attorneys' fees, costs and expenses) arising from any dispute with a Name or any breach of this Agent Agreement by Agent, or in connection with Agent's use or misuse of the Site or services hereunder. The Indemnified Parties reserve the right to approve Agent's counsel to defend any such claims, which approval will not be unreasonably withheld, and to approve any settlement thereof. The Indemnified Parties also reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Agent hereunder.

## **11. Assignment; No Third Party Beneficiary; Waiver**

Agent shall not have the right to assign, sublicense or transfer this Agent Agreement or any of its rights or obligations hereunder to any third party and any such attempted assignment, sublicense or transfer is hereby null and void. This Agent Agreement is not intended to be enforceable against LEADBOT LLC by any party other than Agent, and is expressly not intended to be enforceable by any third party. No waiver of any breach or condition of this Agent Agreement by either party shall be deemed to be a waiver of any other or subsequent breach or condition.

## **12. Amendments**

Without limitation of Section 13, this Agent Agreement may be amended from time to time by LEADBOT LLC providing Agent with thirty (30) days prior written notice. Any use by Agent of the Site or services after the effective date of a notice of amendment(s) to this Agent Agreement posted on the Site or otherwise provided to Agent shall be deemed to constitute agreement by Agent to the amended Agent Agreement.

**13. Entire Agreement**

This Agent Agreement, including the Terms and Conditions (to which Agent agrees by signing below and which are incorporated herein by reference and deemed a part of this Agent Agreement as if fully set forth herein, including, but not limited to, any amendments to such Terms and Conditions made by LEADBOT LLC by posting such amendments on the Site from time to time) and excluding any brochures, literature and service descriptions attached hereto, located on LEADBOT LLC's web site(s) or in any other medium, represents the entire understanding and agreement of LEADBOT LLC and Agent. Agent agrees to be legally bound by this Agent Agreement and any amendments to this Agent Agreement made in accordance with its terms and conditions, including but not limited to amendments pursuant to Section 12 and this Section 13 as well as any amendments accepted by a signed writing or any conduct which consists of an intentional affirmative action indicating assent thereto, such as clicking on an "I Accept" button or hypertext link or the sending of an affirmative e-mail response by Agent. The signature on the Agent Application represents and warrants that Agent is duly authorized to bind Agent to this Agent Agreement.

**14. Governing Law and Venue**

This Agent Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the federal laws of the United States of America applicable therein. Each of the Parties assents to the jurisdiction of the courts of the State of Illinois to hear all actions, suits and proceedings arising in connection with this Agreement.