

LEAD GENERATION AGREEMENT



This **Sales Contractor Agreement** (this "Agreement") is made as of this ____ day of _____, 20____, ("the Effective Date") by and between _____, located at _____, _____, _____, _____ ("Client") and CODEONE INC., located at P.O. BOX 164, PORT REPUBLIC MD 20676 ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide to Client the services as described in Exhibit A attached to this Agreement (the "Services"). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor (as defined in Exhibit A):

☐ \$_____ Pay-Per-Lead Basis

☐ \$_____ Per Meeting Basis

plus _____% (commission) based on Gross Value of lead revenues generated

Compensations shall be paid to the Independent Contractor on _____ of each week.

3. Expenses. Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all pre-approved, reasonable and necessary costs and expenses incurred in connection with the performance of the Services.

4. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on ____ day of _____, 20____. Independent Contractor acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, upon _____ days prior written notice to Independent Contractor. In addition, this Agreement may be terminated by Independent Contractor upon _____ days prior written notice to Client.

At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans

Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

6. Confidentiality.

a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

7. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Independent Contractor. Independent Contractor grants to Client a limited, non-exclusive license to use the Work Product. The Work Product is to be used only by Client, and Client may not assign, transfer, lease or sublicense any Work Product to any person or entity without Independent Contractor's prior written consent.

8. Insurance. For the term of this Agreement, Independent Contractor is not obligated to obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor's employees or agents, if any, in connection with the performance of the Services under this Agreement.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full

power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Maryland, without regarding its conflicts of law provisions.

12. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

16. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

17. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

18. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

19. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

☐ **21. Lead Generation.** By checking box, Client acknowledges LEAD GENERATION rules and conditions.

IN WITNESS WHEREOF, this agreement has been executed and delivered as of the date first written above.

_____	_____	_____
Date	Client Representative Signature	Client Representative Name and Title

Date:: _____

_____	_____	_____
Date	Independent Contractor Representative Signature	Independent Contractor Representative Name and Title

EXHIBIT A

Services: (check box)

B2B Lead Generation

- * Prospects in target audience
- * Pitch client's service/products
- * Secure sales appointments
- * RFPs with potential customers
- * Available lead email list

B2C Lead Generation

- * Direct contact with the prospects
- * Provide phone, email, address of POC

Appointment Setting Services

- * Secure sales appointments (as needed)

Cold Calling Services

- * Cold Calls
- * Sales Emails



Lead Generation Terms and Conditions



Whereas CODEONE INC. (Company) desires to develop leads (Leads) and to sell the leads to _____
_____ ("Client"), and the a Client desires to purchase the leads from the Company, the Company and the
Client agree to the following.

The date of this agreement is the _____ day of _____ 20 _____.

Lead Development

The Company agrees to develop leads through its online lead generation & database programs. The Company will make every effort to insure the leads meet the qualifications as defined in the Company's policies. The Company cannot determine or insure that the individual providing information in the lead has not made inquiries with other lead provider companies and is not working with or getting information from other Agents not affiliated with the Company.

LOGISTICS Lead

A LOGISTICS lead is defined as 1). A lead with information about an individual or company that is requesting information specifically about a shipper, manufacturer, carrier, or broker and/or their shipping lanes or available freight movements. 2). A lead with information about an individual or company that is requesting information, product comparisons or services related to a transportation of products and/or services.

Lead Cost and Notification

The Client agrees to pay the Company for leads provided to the Client from the Company per this agreement. The cost for each lead provided by the Company to the a Client is \$ _____. The Company may change the cost of the lead by providing the Client notification via the email address provided to the Company by the Client. The Client has the right to decline to accept the new cost by withdrawing from the lead program within 48 hours of the notification. If the Client does not withdraw from the lead program within the time allotted, the Client agrees to accept and pay for the leads provided at the new cost. The new cost will not apply until the prepaid leads with the prior cost have been provided to the Client.

Compliance

The Client agrees to comply with all applicable local, state, national laws and regulations in connection with its use of the leads purchased from the Company, including those related to data privacy, international communications and the transmission of personal data, and export.

Result Expectations

The Company makes no expressed or implied representations as to the sales and income results of the Company's lead program.

Agent Lead Notification

Notification of the Client's leads will be emailed to the a Client immediately after the lead has been validated and qualified by the Company per its policies. Leads are emailed the following day, after payment has cleared, with all the contact information; we cannot stress the importance of contacting this lead within 24 hours. The Client agrees to accept all leads provided except as provided in the Company's lead suspension policy.

Lead Payment and Crediting

The Client agrees to pay the Company for ____ leads in advance of receipt of the lead and minimum initial start-up of ____ leads. Once the ____ leads have been provided to the Client, the Company will bill the Client's credit card for the order of leads. The Company will provide a credit for a lead that has been determined to be invalid due to having an invalid telephone number, email address, or the lead information being that of an insurance agent or other financial services professional. Crediting will be fulfilled by providing the a Client a replacement lead. If an Agent terminates this lead agreement with proper notification and maintains a credit balance for leads not provided, the Company will refund to the Client the amount of the credit. The Company will not refund any credit balance in the event the Client suspends lead flow. After the initial start-up, and Client can order as many leads as possible based on the demand of the market. Client can cap the leads per week or per month, but a minimum of ____ leads must be purchased each month to keep your rotation in the lead program. Client can cancel at any time given a 48 hour notice.

Territory and Market Exclusivity

The Company makes no guarantees either expressed or implied as to any territorial agreement of exclusivity to the Agent. The Agent agrees to accept all leads provided within the Designated Market Area (s) (DMA) selected by the Agent on the Lead Request Form provided by the Company and is part of this agreement.

Lead Flow and Suspension

The Company makes no guarantees either expressed or implied to the number of leads that can be provided to Client or in what time frame other than as provided for below. The Client may select the maximum number of leads the Client desires on a weekly and monthly basis on the Lead Request Form provided by the Company. The Client agrees to commit to purchasing a minimum of ____ leads to be provided by the Company at a rate of no less than ____ leads per month or the maximum number of leads the Company is able to provide the Agent, whichever is the lesser.

Once the minimum lead requirement has been met by the Client, the Client may stop or suspend lead flow with a 48 hour notification to the Company. Any leads sent to the Agent prior to expiration of the notification period will be considered received and must be paid for by the Agent. During the initial minimum requirement period, if the Company is unable to provide the Client with a minimum of ____ leads within forty-five days of billing the Client, the Client may terminate this agreement with proper notification and any remaining credits will be refunded to the Client.

Hold Harmless

It is the Client's responsibility to comply with all compliance rules of the carriers the Client represents. The Client further agrees that the Company provides no business or legal advice and that it is the Client's responsibility to comply with all local, state and federal regulations regarding and pertaining to the conduct of the Client. The Client agrees to be responsible for safe and proper handling and storage of all personal information contained in the lead and abide by all local, state and federal laws pertaining to privacy and handling of personal information. The Client agrees that the Client is solely responsible for any and all insurance, financial or other advice provided to the individual whose name was provided by the Company in the lead. The Client agrees to hold harmless and indemnify all parties, officer, agents, employees, directors, and owners of the Company against any and all claims, demands, actions, judgments, liabilities, losses, damages, expenses and costs including attorney's fees that may arise from any action of the Client at any time, including but not limited to those stated above.

Governing State

Both parties agree that any dispute or legal action arising out of this agreement shall be interpreted under the laws of the state of Maryland. Should any claim arise out of this agreement result in an action for damages from the Company, the sole amount of damages available to the Client shall be no more than the amount paid by the Client for the specific lead (s).

Client

Client Name

Client Address

City, State, Zip

Client Signature

Client Email

Date**Company**

Company Name

Company Address

City, State, Zip

Company Signature

Title

Date



Lead Generation Request Form

Our Online Lead Generation program is segmented into Designated Market Areas (DMAs) or States. Agents may choose to work within more than one DMA or the entire State. Choose DMA's or States, if you have any zip codes within the DMA or State that you would prefer as a priority, please list those zip codes. However we cannot guarantee that all the leads we generate in your DMA will come from those selected zip codes. Please understand, you are responsible for all leads within the DMA or State whichever you select, but we will try our best to secure leads in your selected zip codes.

DMA Selection: _____

State Selection: _____

Key Zip Codes within Your DMA

_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Lead Flow Caps

Weekly Cap _____

Monthly Cap _____

Monthly caps begin the first full calendar month of the lead generation agreement.

Once the monthly cap is met, no additional leads will be provided until the beginning on the next month.

Minimum Monthly cap is _____ Leads. Billed minimum _____ leads per transaction.

Payment Information

Invoice: _____ (Please mark an X. We need the following for an invoice)

Name: _____

Company: _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone: _____

Email: _____

(Leads are sent once payment is cleared, most clients pay by Credit Card, faster process in getting leads)

Visa/MC/AMEX/Discover (Circle One) Credit Card Number _____

3 – 4 Digit Code on Card _____ Exp. Date (MO/YEAR) _____

Billing Address (on card) _____

Name as it Appears on Card _____

Phone Number _____

Email _____

Signature _____ Date _____

This document is referenced in the Lead Generation Agreement between the signed Agent and CODEONE INC. dated _____, 20 ____ and is an addendum to the agreement.

CodeOne Signature _____ Date _____

Please return forms to one of the following. Thank you! Email:

bo@codeone.agency or info@codeone.agency

Contact: Bo Anderson, CEO Cell: (240) 443-0092

Criteria

Type of Trailer:

- ☐ Van
- ☐ Refrigerated
- ☐ Heavy Haul
- ☐ Flatbed
- ☐ Stepdeck
- ☐ Conestoga
- ☐ Tanker
- ☐ Auto Carrier
- ☐ Other

Area of Service:

- ☐ Northeast
- ☐ Southeast
- ☐ Midwest
- ☐ Northwest
- ☐ Southwest

Specialties:

- ☐ TWIC
- ☐ Hazmat
- ☐ Military

Special Instructions:

1. _____
-
2. _____
-
3. _____
-

Other:

Do's & Don'ts: