

MASTER AGREEMENT FOR LEAD GENERATION AND MARKETING SERVICES

This Master Agreement for lead generation and marketing services as seen on the website at <http://learnfromus.co/> (the “Agreement”) is entered into between:

Marketsacad GmbH., a company incorporated under the laws of Germany, with the registration number HRB 162217, with address: Torgauer Strasse 231-233, 03437, Leipzig, Germany (“Company”),

and

Agent, data of which shall be specified in the insertion order to this agreement (“Agent”) (together known as the “Parties”),

WHEREAS The Company has experience and knowledge of work in the sphere of marketing services provided to boost and promote Agent’s product and also special skill and resource in the sphere of data obtaining, categorizing and therefore offers lead generation services as set forth in this Agreement (the: “Services”); and

WHEREAS The Agent intends to use the Services and requires marketing service and assistance in lead generation according to the terms set forth in this Agreement.

1. Subject of the agreement

The Company agrees to provide marketing services on Agent’s demand as well as develop leads through its online lead generation & database programs. Marketing service may include consulting on branding aspects, goods and services promotion, search engine optimizations, social media marketing and other services depending on the availability. Exact type of service/traffic type shall be specified in the insertion order to this agreement.

2. Cost and Notification

The Agent agrees to pay the Company for the marketing service provided as well as for leads provided to the Agent from the Company per this agreement. The cost for leads provided by the Company to the Agent shall be specified in the insertion order to this agreement. Payment frequency under this agreement may differ. The total sum can be paid in several installments and can be paid daily or weekly. The amount of each payment installment shall depend on the amount of service that has been provided as well as on the service result (if not decided otherwise in the insertion order). Parties are free to enter new agreement once the fee paid by the Agent for Company's services amount stipulated above have been exhausted on their provision. The Company may change the cost of the lead by providing the Agent notification via the email address provided to the Company by the Agent. The Agent has the right to decline to accept the new cost by withdrawing from the lead program within 48 hours of the notification. If the Agent does not withdraw from the lead program within the time allotted, the Agent 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 Agent.

3. Compliance

The Agent 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.

4. Result Expectations

The Company will make every effort to insure the leads meet the qualifications as defined in the Company's policies. A lead will only be sold to one Agent. 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.

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

5. Agent Lead Notification

Notification of the Agent's leads will be emailed to the Agent immediately after the lead has been validated and qualified by the Company per its policies. Leads are emailed the following day with all the contact information.

6. Lead Payment and Crediting

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 Agent 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 Agent the amount of the credit. The Company will not refund any credit balance in the event the Agent suspends lead flow.

7. 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.

8. Lead Flow and Suspension

The Company makes no guarantees either expressed or implied to the number of leads that can be provided to Agent or in what time frame other than as provided for below. The Agent may select the maximum and minimum numbers of leads the Agent desires on a weekly and monthly basis on the Lead Request Form provided by the Company. Once the minimum lead requirement has been met by the Agent, the Agent 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 Agent with a minimum of five leads within forty-five days of billing the Agent, the Agent may terminate this agreement with proper notification and any remaining credits will be refunded to the Agent.

9. Intellectual property and confidentiality

In this Agreement, the term “Intellectual Property” means all of Company’s pending or granted patents, trademarks, service marks, domain names registered and unregistered designs, logos, trade or business names, copyright (including, but not limited to, rights in software), all data relating to the Software, and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, technology, formulas, processes, procedures, designs, preparation methods, technical information, technology, know-how, including all improvements, derivatives, modifications and discoveries thereof and goodwill associated therewith, whether registered or not, now existing or subsisting or hereafter developed, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

The Agent acknowledges that Company is the sole and exclusive owner of all rights, title and interest in and to the Intellectual Property shall accrue solely for the benefit of Company. The Agent shall not dispute or challenge the rights of Company to the Intellectual Property.

Each Party shall keep confidential and shall not disclose to any third party any and all proprietary information or confidential information disclosed to it by the other Party prior to, on, or after the Effective Date, and/or relating to the business, processes, practices, products, customers, accounts, finance, contractual arrangements or trade secrets of the other Party and any and all information concerning Agent’s Intellectual Property or the Leads (the “Confidential Information”), and shall use such Confidential Information solely for the performance of its obligations under this Agreement. The Parties further agree to keep confidential and not to disclose to any third party any of the terms and conditions of this Agreement.

No press release in respect of the execution of this Agreement or any matters arising therefrom may be released by either Party in respect of this Agreement without the express written approval of the other Party, save that each shall be entitled to make reasonable references to the other Party and to the provision of the Agreement in their own corporate literature in connection with the promotion of that Party’s business.

9. Indemnification and limitation of liability

It is the Agent’s responsibility to comply with all compliance rules of the carriers the Agent represents. The Agent further agrees that the Company provides no business or legal advice and that it is the Agent’s responsibility to comply with all local, state and federal regulations regarding and pertaining to the conduct of the Agent. The Agent 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 Agent agrees that the Agent 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 Agent 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 Agent at any time, including but not limited to those stated above. 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 Agent shall be no more than the amount paid by the Agent for the specific marketing service or lead (s).

10. Miscellaneous

Notice as required herein shall be delivered by hand, by email, by courier service or by registered mail, return receipt requested, postage prepaid. A notice shall be addressed to the other party at the address provided by that party in writing. A notice shall be effective immediately after being delivered to the recipient by hand, courier service or by email, and 5 (five) days after being sent by registered mail.

The Parties are independent contractors and nothing herein shall be construed as establishing an employment, agency, joint venture or partnership relationship between the parties.

There is no relationship, partnership, joint venture, employment, agency or franchise between Company and the Agent under this Agreement. Neither Party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

No failure or delay on the part of either Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Company may transfer or assign any and all of its rights and obligations hereunder to any third party; the Agent may not transfer, assign or pledge in any manner whatsoever any of its rights or obligations under this Agreement without Company's prior written consent.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted

so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

This Agreement shall be governed by, interpreted and construed in accordance with the laws of country of incorporation of Company, excluding its conflict of law provisions and arrangements. The competent courts shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.

This Agreement represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. Company may amend this agreement from time to time without giving prior notice to the Agent.