



## B.E.S.T. Lead Advantage Participation Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the B.E.S.T. Lead Advantage Program (the "**Program**"). As used in this Agreement, B.E.S.T. Lead Advantage will be referred to as "**B.E.S.T.**", and the participant (you) will be referred to as "**Client**".

**Enrollment in the Program** To begin the enrollment process, Client will submit a completed Program application via the B.E.S.T. Website. B.E.S.T. will evaluate Client application and will notify Client of acceptance into the Program in a timely manner.

**Term and Termination of the Agreement** Client participation in the Program will begin upon B.E.S.T. Acceptance of Client Program application and will end when terminated by either party. If Client terminates agreement for any reason, all orders received by B.E.S.T. from client prior to written termination from client shall be fulfilled by B.E.S.T. and leads purchased shall be non-refundable.

**Leads** As used in the Agreement, the term "**Lead**" will refer to prospective customers generated by B.E.S.T. and delivered to Client. Each lead delivered is exclusive to Client.

**Delivery of the Leads** B.E.S.T. will be responsible for generation and delivery of Client leads in accordance with the method of delivery Client selected per this Agreement. Lead delivery method will be via either B.E.S.T. Online Portal or to an e-mail address or fax number provided by Client.

**Use of the Leads** The Leads delivered to Client under this Program are for Client use only. Client shall not resell, exchange, transfer or distribute leads to any other person or entity (except within the same lending institution). Any offenders will be immediately excluded with no refund.

**Participants** All participants must be duly licensed or authorized to engage in Mortgage loan origination activity in each state from which they chose to receive leads. All participants agree to disclose their jurisdiction specific license numbers upon request.

**Fees** Client agrees to pay a lead generation fee in advance for each lead B.E.S.T. acquires for Client. The lead generation fee is established by B.E.S.T. and may change due to promotions or Client specific lead requirements. B.E.S.T. will notify all Program participants of any applicable fee changes via email and postings on the B.E.S.T. Website.

**Training** Best Lead Advantage may agree to provide Participant with basic administrator training as determined by Best Lead Advantage, without charge to Participant for such training, so that Participant may perform its duties under this Agreement.



**Payment** Leads are ordered and paid in advance. Provided each Client order is for 50 Leads or greater, Client may order any additional number of leads in increments of 25, at any time via the B.E.S.T. Website, fax or email.

**Initial Order** Simply, complete the Online Application Form to open your account.

**Reorders** Minimum reorders are 50 Leads or more.

**Opening an Account** Once Client payment is received and cleared, B.E.S.T. will open an account for Client. Client will be given a username and password and have the ability to access Client account, view Client account balance and view Client Lead contact information via online portal. Client shall be responsible for the confidentiality and use of Client username and password.

**Client Account** A Lead generation credit balance will be applied to Client back office upon each paid purchase order. The account balance will be decremented upon each delivered lead to Client account.

**Inactive Accounts** Account's that have no activity for a period of 3 months and maintain a \$0.00 balance are considered to be inactive. Inactive accounts may be temporarily disabled. Accounts with no activity for a period of 6 months with an account balance of \$0.00 will be closed.

**Closing an Account and Termination of Participation** Either Client or B.E.S.T. may terminate Client participation at any time, with or without cause, by giving the other party written notice of termination. Closing an account will not affect rights and obligations of either party incurred prior to account closing date.

**Disclaimers** B.E.S.T. make no express or implied warranties or representations with respect to the Program or to the leads delivered through the Program including, without limitation, warranties as to the results that may be obtained from Client participation in the Program or the use of the leads. The leads are provided "AS IS", with no warranties whatsoever, unless otherwise expressly stated in this Agreement. B.E.S.T. does not broker loans and is not an agent of either Client or Borrower. B.E.S.T.'s sole function is to collect information from prospective borrowers and transfer that information to Client. Client agrees that B.E.S.T. cannot and does not guarantee the accuracy, reliability or content of any information submitted by the prospects. All calls received from prospects are recorded and B.E.S.T. warrants the information provided to Client, accurately reflects the information provided by the prospect.

In addition, B.E.S.T. specifically disclaims any warranty that the operation of the B.E.S.T. Website will be uninterrupted or error-free, and B.E.S.T. will not be liable for the consequences of any interruptions or errors.

**Lead Guarantee / Type I Leads** (see exhibit A, for lead types ) Best Lead Advantage guarantees the data collection information as all calls are recorded with the caller's approval. Data collection includes; each prospect is inquiring about a Reverse Mortgage, expecting a return call, they are at least the age of 62, are the home owner and that home is their primary residence. We will replace any lead that does not meet this criteria based on the information provided to B.E.S.T. from the prospect.



**Return & Replacement** Leads purchased that do not meet the criteria provided in our lead guarantee will be replaced, provided;

- a) A written explanation as to why a specific lead does not meet criteria with backing documentation.
- b) Client has kept a record of contact attempts and the correspondence made to lead prospect.

**Note:** All lead replacement will be subject to review by Best Lead Advantage Management.

**Indemnification** Client agrees that Client shall defend, indemnify, save and hold B.E.S.T. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, asserted against us, that may arise or result from any action taken, or any service performed or agreed to be performed by Client, Client agents or employees to any person in response to or in connection with any lead delivered to Client through the Program.

**Representations and Warranties** Client hereby represent and warrant to us as follows:

1. This Agreement has been duly and validly executed and delivered by Client and constitutes Client legal, valid, and binding obligation, enforceable against Client in accordance with its terms.
2. The execution, delivery, and performance by Client of this Agreement will not conflict with or violate any provision of law, rule, or regulation to which Client is subject.

**Independent Investigation** Client acknowledges that Client has independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

**Entire Agreement** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any verbal conversations, other communications, and previous agreements, if any.

**Modification** Client agrees that B.E.S.T. may modify our Program or change the terms of this Agreement, in whole or in part, at any time at our sole discretion. Client will be notified by email and a change notice will be posted on the B.E.S.T. Website. If any modification is unacceptable to Client, Client's only recourse is to terminate this Agreement. Client's continued participation in the Program following our sending of a change notice will constitute binding acceptance of the change.

**Assignment** Client may not transfer account or assign this Agreement, by operation of law or otherwise, to any other person or entity, without our prior written consent. Any such attempted assignment or transfer shall be void and without effect.

**Governing Law** This Agreement will be governed by the laws of the State of Connecticut without reference to rules governing choice of laws.

Client submission of a Program application confirms (1) Client agreement to be bound by all the terms and conditions of this Agreement; and (2) Client acknowledgment that Client understand the terms of this Agreement.



**Agreement** Each party acknowledges it has read this Agreement, understands it, and agrees to be bound by its terms, including the Terms and Conditions attached hereto. In witness whereof, the parties have entered into this this agreement (the "**Agreement**") is effective as of \_\_\_\_\_, 2009 (the "**Effective Date**") by and between Best Lead Advantage, a Connecticut corporation ("Best Lead Advantage") and \_\_\_\_\_ ("**Client**")

**Best Lead Advantage**

**Client:** \_\_\_\_\_

Signature:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Best Lead Advantage  
264 Main Street  
Portland, Ct 06480

Address:

\_\_\_\_\_

\_\_\_\_\_

*(Print a Copy for Your Records. Then Close this window and complete order form)*



## EXHIBIT A

**Pricing:** Pricing to Participant for the Original Term of the Services for the following Lead Types. (all figures in US dollars):

**All Leads are Pre-paid ONLY**

<i>Exclusive Lead Type 1 Price Plan</i>	<b>Price Rate per Lead</b>	<b>Cost</b> <b>** \$99. Pre Paid per Lead / \$50. net 30 days per Lead</b>
50 min. Order	\$149.00	** \$7,450.00 (Total Cost)
51 – 249	\$149.00	**TBD
250 +	TBD	**TBD

- Type 1 includes; age of each borrower is 62 or greater, will be the property owner, primary residence, valid contact information based on recorded information.

<i>Exclusive Lead Type 2 Price Plan</i>	<b>Price Rate per Lead</b>	<b>Cost</b> <b>** \$69. Pre Paid per Lead / \$30. net 30 days per Lead</b>
Each ( see below )*	\$99.00	**TBD

\* Must include a minimum order of type 1 leads to participate.

- Type 2 includes; age of borrower is 62 or greater, co-borrower under 62, will be the property owner, primary residence, valid contact information based on recorded information. Lead replacement applies.

<i>Equity Lead Type 3 Price Plan</i>	<b>Price Rate per Lead</b>	<b>Cost</b> <b>** \$49. Pre Paid per Lead /</b>
Each ( see below )*	\$49.00	** TBD

\*Must include a minimum order of type 1 leads to participate.

- Type 3 includes; borrower requiring a home equity solution, property owner, valid contact information based on recorded information. Lead replacement does not apply.

