LEAD GURUS SERVICE AGREEMENT

1. PARTIES TO THIS AGREEMENT

Company name	Lead Gurus KSG (Pty) Ltd (we or us)	Company name (client or you)
Registration number	2024/604191/07	
Address for legal notices	92 Olifansfontein Road Glen Austin Midrand 1687	
Email address	shireen@leadgurus.co.za	

2. OUR SERVICES

2.1. Lead Gurus provides cold data. The data is not POPI Compliant. We NOT HAVE CLIENT CONSENTS. These are NOT OPT IN leads. Our services also include script development and training.

2.2. We do not sell any products or services to leads; we create sales opportunities for you.

2.3. **We provide the following lead categories:**

- **Budget leads:** Budget leads are high-quality leads at affordable per-lead prices. You can select from various income brackets and profiling levels.
- **Cold leads:** Cold leads packages offer high-quality leads at competitive per-lead prices. You can select from various income brackets and profiling levels. Volume discounts are available.
- **Warm leads:** Warm leads are prequalified with potential clients in various income brackets. We contact leads and offer them your services. We obtain certain basic information from leads, obtain their consent if required

- **We aim to deliver all cold and budget leads within 10-15 working days.**

2.4. . However, the complete lead generation process for larger batches may take longer, and we will notify you as soon as possible of any delays.

2.5. We will replace leads on your request in the following circumstances:

2.6. **We will replace data on your request in the following circumstances:**

Incorrect Number

Connection Error

Number does not exist

Unemployed

Under debt review

2.7. **You must submit lead replacement requests to us within 30 days of lead delivery. All replacement requests must be communicated in writing via email on an excel spreadsheet with the various dispositions. We will provide replacement leads within 7-10 days.**

2.8. When providing our services, we will comply with applicable laws, such as the Protection of Personal Information Act, 4 of 2013 (POPIA). We will also maintain our membership with the Direct Marketing Association of South Africa (DMASA).

2.9. We undertake to provide our services in a professional manner.

3. YOUR RESPONSIBILITIES

3.1. You must comply with applicable law and the requirements for using our services as described in this agreement.

3.2. You must keep the personal information provided as part of our services confidential and store it securely. You may not share personal information with third parties and may only use it to contact leads and offer your services.

3.3. You must record any opt-out requests received from leads, and you may not contact those leads again.

3.4. You must attend to and manage any complaints received from leads. If you receive a complaint regarding our communication with leads, you must notify us immediately, and we will attend to the complaint. We will keep you informed of the progress and outcome.

3.5. If you cannot use the service for any period during the term of this agreement, you must notify us promptly, and we will pause our services.

3.6. We cease contact with the lead after the appointment has been scheduled, and you must manage subsequent communication. You must not name or copy Lead Gurus in your subsequent communication with the lead.

4. PAYMENT

4.1. Payment is made in advance when you place an order.

4.2. Prices displayed on our website exclude Value-Added Tax (VAT). VAT will be added to invoices when applicable.

4.3. All transactions made on our website are final, and no refunds will be provided after payment has been made.

5. DURATION OF THIS AGREEMENT

5.1. This agreement commences on the acceptance or signature date and will stay in force until terminated by either party.

5.2. Either party may terminate this agreement without cause by giving the other party 30 days' written notice, or in the case of a breach of this agreement, as provided for in clause 8. We will not provide any refunds if you terminate this agreement.

5.3. The rights and obligations related to confidentiality and security of information, payment obligations, indemnities, limitation of liability, and intellectual property will remain in force after this agreement terminates.

6. CONFIDENTIALITY

6.1. During our relationship, the parties will share confidential information such as training material, scripts, plans, pricing, service descriptions, and trade secrets. Both parties have a proprietary interest in protecting the confidentiality of this information and undertake to protect each other's confidential information.

6.2. The party that receives confidential information agrees to protect the interests of the party disclosing it, and will

- only use confidential information to comply with its responsibilities under this agreement;
- only give confidential information to its employees who need it, and only give as much of it as they need;
- use reasonable security procedures to keep the information confidential;
- get promises of confidentiality from those employees who need access to the information; and
- not reveal the information to anyone else unless necessary to comply with a judicial order or decree, and have given the other party written notice of the disclosure, unless prohibited by applicable law, and allowed them the opportunity to defend or limit the disclosure.

6.3. All confidential information will remain the property of the party disclosing it. When this agreement comes to an end or at any time before it ends, if the confidential information is no longer required to meet any responsibilities in terms of this agreement, both parties must return originals and copies of confidential information in our possession, or we can agree to destroy the confidential information unless we are required by law to retain it.

6.4. Neither party will make public announcements about this agreement without the other party's written approval.

7. INTELLECTUAL PROPERTY

7.1. Neither party will use the trademarks or logos of the other without permission.

7.2. Unless expressly provided in this agreement, neither party will acquire any rights, title or interest in the other party's intellectual property without the other party's prior written consent.

8. BREACH OF THIS AGREEMENT

If either party fails to comply with the terms of this agreement and does not remedy the breach within 14 days after having received a written notice to do so, the other party is entitled to

exercise all remedies available to it in law and to terminate this agreement immediately on notice.

9. LIMITATION OF LIABILITY

9.1. Our liability in terms of this agreement is limited to direct losses.

9.2. Other than where we expressly assume responsibility in terms of this agreement, we will never be liable for any other loss you suffer, or damages, costs (including attorney and advocate's fees) or fines incurred or suffered by you that result from or are connected to our services or performance in terms of this agreement or due to third-party claims.

9.3. We are not responsible for any transactions, whether successful or otherwise, between you and any leads provided.

10. INDEMINTIES

10.1. You indemnify us against any loss, damages, costs (including legal fees), fines or third-party claims that arise from your

- negligence;
- non-compliance with applicable law;
- breach of this agreement; or
- illegal, wrongful or fraudulent act or omission.

11. OUR RELATIONSHIP

11.1. This agreement does not create a partnership, joint venture, employment, or agency between the parties. The parties cannot enter into agreements on each other's behalf.

11.2. This is not an exclusive relationship.

11.3. You may not assign or otherwise transfer any of your rights or obligations under this agreement without our prior written consent.

12. ADMINISTRATION OF THIS AGREEMENT

12.1. Applicable law

This agreement is governed by South African law.

12.2. Notices

Any notices required in terms of this agreement must be in writing and communicated via email.

12.3. Entire agreement

This is our only agreement with you. It replaces all previous agreements relating to the services.

No warranties, representations, or other terms (whether oral or in writing), aside from those mentioned in this agreement, will form part of this agreement.

12.4. Amendments to this agreement

This agreement can only be amended in writing by our authorised representatives. Amendments will only be valid if both parties sign them.

This agreement cannot be amended, and rights cannot be waived through conduct alone. If either party fails to enforce any clause in this agreement, it will not affect the other's rights or responsibilities.

12.5. Severability

If, for some reason, one part of this agreement becomes invalid or unenforceable, the rest of the agreement remains enforceable.

12.6. Interpretation

The general rule that an agreement must be interpreted against the drafter does not apply because we should each obtain independent legal advice to ensure that the agreement reflects our intentions.

13. SIGNATURE

By signing this agreement, both parties indicate that we have read it and agree to its terms. We warrant that we are authorised to enter into this agreement and that the signatories who represent us are authorised to sign on our behalf.

On behalf of Lead Gurus:	**On behalf of Client:**
Name:	Name:
Signature:	Signature:

Date:	Date:

SERVICE SCHEDULE: LEAD PROVISION

1. YOUR LEAD REQUIREMENTS

Age range:	
Race preference (if any):	
Companies you represent:	
Your location:	
Special terms	E.g. Lead Gurus will not contact any leads provided to you for the purpose of marketing financial services, for a period of three months from the date that the lead was provided to you.

2. LEAD PACKAGE AND PRICE

[insert]