



1. Parties

1.1 This agreement is made between Progressive Internet Limited ("Progressive Internet") and:

..... ("Client")
[YOUR FULL NAME]

2. Definitions

- 2.1 **"Account Balance"** means the remaining balance of payments made by the Client to Progressive Internet for purchasing leads. The price of each purchased lead is deducted from the Account Balance.
- 2.2 **"Business Type"** means the general category of leads for a Lead Order e.g. Mortgages or Recruitment.
- 2.3 **"Force Majeure"** means in relation to either party any circumstances beyond reasonable control of that party.
- 2.3 **"FSA"** means the Financial Services Authority.
- 2.4 **"Lead Order"** means the variables that the Client has specified for lead delivery. Variables include but are not limited to Business Type, Lead Type and Nominated Postcodes. The Client may place multiple Lead Orders to fulfil their overall requirements.
- 2.5 **"Lead Return"** means any lead in accordance with Section 6 that has been flagged for return using the Web System.
- 2.6 **"Lead Type"** means the specific category of leads within a Business Type for a Lead Order.
- 2.7 **"Monthly Quota"** means the number of leads that the Client would ideally like to receive for a specific Lead Order.
- 2.8 **"Nominated Postcodes"** means the chosen set of Postcodes for a Lead Order.
- 2.9 **"Postcode"** means the alphabetic postcode prefix, e.g. BS, CF, AB.
- 2.10 **"SMS"** (Short Message Service) means a text message received using a mobile telephone.
- 2.11 **"Web System"** means the secure, web-based interface that the Client has access to using their allocated username and password.
- 2.11 **"Year"** means a period of 12 calendar months from the commencement date of this agreement.

3. Term

- 3.1 This agreement shall remain in effect for the period of 1 Year, subject to the provisions for termination, and thereafter shall be renewed for further periods of 1 Year.

4. Termination

- 4.1 Either party has the right to terminate this agreement by giving 7 days notice in writing to the other party.
- 4.2 The Client may also terminate this agreement using the Web System (see FAQ for instructions).

5. Payments

- 5.1 The Client may make online payments to their Account Balance using the Web System. Please note that a transaction charge may apply.
- 5.2 Payment by other methods such as cheque or bank transfer may be made in some cases at the discretion of Progressive Internet. Please note that no leads will be supplied until funds are fully cleared.
- 5.3 After termination of this agreement your Account Balance is paid back to you by cheque subject to a 20% processing charge. Refunds are only processed at the beginning of every calendar month.

6. Lead Returns

- 6.1 Any lead with one or more of the following problems may be returned using the Web System (see FAQ for instructions), subject to Clause 6.2:
- 6.1.1 the lead does not match the Lead Order specified by the Client;
 - 6.1.2 the Client is unable to contact the customer due to incorrect telephone numbers;
 - 6.1.3 the customer has never submitted an enquiry with regard to the Business Type;
 - 6.1.4 the lead is in relation to business outside of the UK.
- 6.2 The Client must notify Progressive Internet of any Lead Returns within 4 days and using the Web System (see FAQ for instructions).
- 6.3 Progressive Internet shall attempt to contact the returned lead and if it is in accordance with Section 6 the Account Balance shall be credited with the price of the lead.
- 6.4 Any user found abusing or attempting to abuse this Lead Return policy will risk immediate termination of their account.

7. Client Obligations

- 7.1 The Client shall:
 - 7.1.1 be regulated by the FSA (or other such regulatory authority) where applicable and shall notify Progressive Internet within 7 days if the details of their regulation change;
 - 7.1.2 take responsibility for the security of their allocated username and password.
- 7.2 The Client agrees that the price of each lead shall be deducted from the Account Balance when that lead is delivered to the Client.
- 7.3 The Client shall endeavour to attempt to contact each customer within 24 hours of receipt of the lead.

8. Progressive Internet Obligations

- 8.1 Progressive Internet shall:
 - 8.1.1 deliver leads to the Client according to the Lead Order only if the Account Balance contains sufficient funds;
 - 8.1.2 confirm submitted Lead Orders within 3 days by e-mail or telephone;
 - 8.1.3 give the Client 7 days notice of any lead price changes by e-mail or telephone.
- 8.3 Progressive Internet shall endeavour to:
 - 8.2.1 deliver leads to the Client as quickly as possible according to the current Lead Orders;
 - 8.2.2 keep the Web System operational and accessible at all times, subject to Clause 10.

9. Limitation of Liability

- 9.1 Progressive Internet shall not be liable to the Client or any third party, whether in contract, tort (including negligence) or otherwise for any loss of revenue, business, anticipated savings or goodwill, whether direct or indirect.
- 9.2 Progressive Internet shall not be liable for any consequences arising from the Client in relation to Clause 7.1.1.
- 9.3 Due to the real-time nature of the Web System, Progressive Internet is unable to guarantee to fully deliver the Client's current Lead Orders.

10. Force Majeure

- 10.1 If any Force Majeure occurs in relation to either party which affects or may potentially affect the performance of its obligations under this agreement, that party shall notify the other party within 3 days.
- 10.2 Neither party shall be deemed in breach of this agreement or shall otherwise be liable to the other due to any delay in performance due to Force Majeure.

11. Applicable Law and Jurisdiction

- 11.1 English law shall apply to the whole of this agreement. The parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

In order to purchase leads from Progressive Internet Limited, the Client must:

- 1. Provide an independent mortgage advice service** (this means that you must source mortgages from the whole market and offer a fee only option to your clients).
- 2. Give authority for Progressive Internet to act on its behalf to supply the lead types and amounts.**

I do provide an independent mortgage service under FSA guidelines.

I do give authority for Progressive Internet to act on our behalf to supply leads.

Signed by the Client:

Signature: Date:/...../.....
Name: Position:

Signed for and on behalf of
[YOUR FSA PRINCIPAL COMPANY NAME HERE]

Signature: Date:/...../.....
Name: Position:

Signed for and on behalf of Progressive Internet:

Signature: Date:/...../.....
Name: Position: