

**PROPERTY LEAD GENERATION SYSTEM AGREEMENT**

**DATE:** .....

**2010**

**PARTIES:**

DANIEL WAGNER LIMITED (Company No: 06522374) whose registered office is at 6 CHERRY ORCHARD COURT, SPRING GARDENS ROAD, HIGH WYCOMBE, BUCKINGHAMSHIRE, HP13 7AJ (“the Author”); and

(1) ..... of ..... (“the Member/Client”)

**RECITALS:**

- (A) The Author as a result of extensive research and practical business experience has developed and established a successful automated lead generation system to source both motivated and non motivated sellers of residential and commercial properties (“the System”);
- (B) The Author has developed and will during the term of this agreement develop specialised websites, on line and off line marketing material and adverts (“the Service”) to be used in the Business;
- (C) The Author is the owner of confidential information on the management and operation of the Business and the System and in methods of conducting, marketing and promoting the Business and System;
- (D) The Member wishes to acquire from the Author the right to operate the Business in accordance with the terms of this agreement.

## OPERATIVE PROVISIONS:

### 1. DEFINITIONS

1.1 In this agreement unless the context otherwise requires:

<b>“the Author”</b>	means as defined above;
<b>“Business”</b>	means the business of generating property leads under the System;
<b>“Fee”</b>	means the fee payable in accordance with clause 3.1;
<b>“Manual”</b>	means the operating manual of the Author setting out the way in which the Member shall operate the Member’s Business as amended by the Author from time to time;
<b>“Member’s Business”</b>	means the business of marketing and selling the Services under the System pursuant to this agreement;
<b>“Month”</b>	means a calendar month;
<b>“Services”</b>	means as defined in the Recitals;
<b>“Stationery”</b>	means all adverts, wording and other documents and materials to be used by the Member for the purposes of the Member’s Business as determined by the Author from time to time;
<b>“System”</b>	means confidential information which is owned by the Author on the management and operation of the Business and in methods of conducting marketing and promoting the Business;
<b>“Trade Name”</b>	means “Automated Property Lead Generation System” or such additional or alternative trade names as the Author may specify from time to time;
<b>“VAT”</b>	means Value Added Tax;

1.2 In this agreement unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.2 reference to persons include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 words and phrases defined in the Companies Act 1985 have the same meanings in this

agreement but the word “company” includes any body corporate;

- 1.2.4 references to “clauses” are to clauses or sub-clauses of this agreement, references to the “schedule” are to the schedule to this agreement.
- 1.3 In this agreement:
  - 1.3.1 any reference to any statute or statutory instrument or any section or part thereof includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
  - 1.3.2 headings are for reference purposes only and shall not affect the construction of anything in this agreement.
- 1.4 The Schedule shall be treated as an integral part of this agreement and references to this agreement shall include the Schedule.

## **2. SYSTEM RIGHTS AND TERM**

- 2.1 The Author grants to the Member the right:
  - 2.1.1 to operate the Member’s Business;
  - 2.1.2 to operate the System;
  - 2.1.3 to use the Stationery and CDs and all other material emanating from the Author which is the subject of copyright;
  - 2.1.4 to provide the Services

For the avoidance of doubt the Member is not granted the right to use the Trade Name.

- 2.2 This agreement shall commence on the date of execution of this agreement and shall continue until terminated in accordance with this agreement (“the Term”).

## **3. FEES**

- 3.1 On the execution of this agreement the Member shall pay to the Author the sum of £1171.48 (£997 + VAT – one thousand one hundred seventy one pounds forty eight pence) as an initial fee (unless LGM member in which case pay £497 + VAT). Subject to clause 9.4 and the Member not being in breach of clause 9.1 the Fee may be refunded at any time within the first 12 months of this agreement upon the Member providing written notice to the Author.
- 3.2 The Author will provide website hosting and initial start up advice on the Member’s website. This website hosting will be governed by the terms of schedule 1.
- 3.3 The member will setup an Aweber account at a monthly fee of \$19 and register a domain at a yearly fee of \$9.
- 3.4 Hosting will be provided free of charge by the author for 13 months from the date of this agreement.

## **4. AUTHOR OBLIGATIONS**

- 4.1 The Author shall provide the Member with the following [upon receipt of the initial fee in clause 3.1]:
  - 4.1.1 Complete ‘done-for-you’ solution
  - 4.1.2 Two bonus Q&A and support webinars

- 4.1.3 Fast start tutorials
  - 4.1.4 Optimised wordpress blog installation
  - 4.1.5 Outsourcer's manual
  - 4.1.6 60 minute drop-ship ready 'free DVD'
  - 4.1.7 **Support:** Your website will be created by Vadesha Properties Ltd on behalf of Daniel Wagner Ltd and the company's systems. Once your website has been created all support and technical queries will be handled by Daniel Wagner Ltd from [www.leadgeneratormasterclass.com/support](http://www.leadgeneratormasterclass.com/support)
- 4.2 If the member was one of the first 30 to buy the system the Author shall provide the Member with the following [upon receipt of the initial fee in clause 3.1]:
- 4.2.1 65 page headline swipe file
  - 4.2.2 Article marketing blueprint
  - 4.2.3 Social media domination formula (Twitter and Facebook 2 hour video workshop)
  - 4.2.4 Google Local step-by-step guide
  - 4.2.5 Live website within 14 days of receiving all the necessary information from the client.

## 5. MEMBERS OBLIGATIONS

- 5.1 The client will need to create an Aweber account from <http://1dollartrial.aweber.com> so that the autoresponders can be set up for their website. The client will be responsible for sending their Aweber username and password to Ritun Bose at Vadesha Properties Ltd.
- 5.2 The client will need to complete the file upload form from [www.propertyinvestorwebsites.com/home](http://www.propertyinvestorwebsites.com/home) before their website can be completed.

## 6. MANUAL

- 6.1 The Author will notify the Member of any alterations to the Manual to enable the Member to view the alterations at such place the Author directs.
- 6.2 The Manual shall at all times remain the sole and exclusive property of the Author and the Member hereby acknowledges that the copyright in the Manual vests in the Author and that it will not take and will procure that no other person will take any copies of the Manual without the prior written consent of the Author and that it will not use the Manual other than in accordance with this Agreement.

## 7. DOMAIN NAMES

- 7.1 If the client has already purchased their own domain, the client will be responsible to keep that domain name active and make sure the nameservers have been changed to the authors nameservers
- 7.2 If the client has not purchased a domain the author can choose a domain name for the client but the author takes no responsibility for the ranking of the domain. The client will be in charge of purchasing the domain for their website.
- 7.3 If the client wants to change their domain it will be treated as a new order of a new website. The client can, though, point additional domains to their core domain.

## **8. RIGHT TO SELL**

- 8.1 The Member shall have no right to assign or transfer this agreement without the Author's written consent such consent to be provided at its absolute discretion.

## **9. TERMINATION**

- 9.1 The Author may terminate this agreement immediately by giving notice in writing to the Member in any of the following events which because of the special nature of the relationship shall constitute repudiatory breaches of contract:
- 9.1.1 if the Member shall at any time fail to pay any amounts due to the Author unless such failure occurs only once in any 12 month period and is immediately corrected on receiving notification from the Author of such non-payment;
  - 9.1.2 if the Member shall, in the reasonable opinion of the Author, have a detrimental effect on the goodwill of the Business or the Member's Business;
  - 9.1.3 if the Member shall transfer any of the rights, licences or obligations contained in this agreement other than in accordance with the terms of this agreement;
  - 9.1.4 if the Member discloses or allows the disclosure of any part of the Manual or other confidential information relating to the Business or the Member's Business otherwise than in accordance with the terms of this agreement;
  - 9.1.5 if the Member fails to obtain any prior written approval or consent of the Author expressly required by this agreement; and
  - 9.1.6 in the event of any repeated breach of any of the Member's obligations under this agreement or the Manual. For the purpose of this sub-clause a repeated breach shall be interpreted as two or more breaches of the same provision of this agreement by the Member during any calendar year
- 9.2 Either party may terminate this agreement on giving 1 months written notice to the other or immediately if the Member requests the return of his Fee pursuant to clause 3.1.
- 9.3 Any termination under this clause shall be without prejudice to the rights of either party against the other in respect of any antecedent breach of any of the terms and conditions of this agreement.
- 9.4 In the event of any termination by the Author the Member shall not be entitled to recover any part of the Fee. This occurs only in the event of termination by the Author pursuant to clause 11.1. The standard money back guarantee is not affected for Members wishing to return the System within 12 months from the date of this agreement.

## **10. CONDITIONS FOLLOWING TERMINATION**

- 10.1 Immediately upon termination of this agreement for any reason the Member shall:
- 10.1.1 cease to operate the Business and using the System;
  - 10.1.2 not hold themselves out as operators of the Member's Business or as having any connection with the Business;
  - 10.1.3 not divulge or use any confidential information relating to the Business the Member's Business or the Author unless it has entered the public domain otherwise than by virtue of this agreement;
  - 10.1.4 pay to the Author all money owing;
  - 10.1.5 return to the Author in good condition the Manual and any CDs and any copies and shall not copy the Manual or any part of the Manual before returning the same to the Author;

- 10.1.6 return to the Author all Stationery;
- 10.1.7 execute and deliver to the Author any and all documents necessary to complete the termination or would facilitate the termination of this agreement.

## **11. MONEY BACK GUARANTEE**

- 11.1 The money back guarantee is based on the 'system' (the pages and forms put in place to collect optins) working in principle and does not promise or guarantee any financial or other results or rewards.
- 11.2 If after using the System as instructed within 12 months from the date of this agreement the Member's Business fails to generate any genuine property leads then the Member is entitled to ask the Author for its "Money Back Guarantee" where the Author will return to the Member the website setup fee as defined in clause 3.1 subject to clause 11.2 below.
- 11.3 To be entitled to the "Money back Guarantee" the Member must demonstrate to the Author's reasonable satisfaction that the Member has utilised the System and followed in a material respect the Manual and the CD's throughout the term of the agreement. The Author will discuss with and answer any queries the Members may have on this guarantee. For the avoidance of doubt it is not the Authors intention to find fault and NOT pay this guarantee. The Author merely wants to know that the material parts of the System have been followed throughout the term of the agreement by the Member. The Author's decision on whether to make the guarantee payment will always be at its sole discretion.

## **12. TRANSFERRING THE SYSTEM TO ANOTHER HOSTING PROVIDER**

- 12.1 The following fee is payable upon transfer if you would like the System to be hosted elsewhere with another host (i.e. NOT on our servers). This fee will NOT apply if you are hosting your website with us on our server. Transfer charge = set up fee + (36x the monthly package fee)

## **13. FORCE MAJEURE**

- 13.1 None of the parties to this agreement shall be responsible to any other party for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties hereto, but the affected party shall promptly upon the occurrence of such cause so inform the other parties in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all action within its power to comply with the terms of this agreement as fully and promptly as possible.

## **PRIVACY POLICY AND TERMS & CONDITIONS OF VADESHA PROPERTIES LTD WEBSITE USE**

### **Your Website**

Your website will be created by Vadesha Properties Ltd ("US") on behalf of Daniel Wagner Ltd and the company's systems. Once your website has been created all support and technical queries will be handled by Daniel Wagner Ltd from [www.leadgeneratormasterclass.com/support](http://www.leadgeneratormasterclass.com/support)

### **Your Consent**

Below we set out our privacy policy which will govern the way in which we process any personal information that you provide to us. [We will notify you if the way in which we process your information is to change at any time].

IF YOU SUBMIT YOUR DETAILS TO US VIA OUR WEBSITE ([www.propertyinvestorwebsites.com/home](http://www.propertyinvestorwebsites.com/home)), YOU ARE CONSENTING TO THEIR USE IN ACCORDANCE WITH THIS PRIVACY POLICY. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, DO NOT USE THIS SITE.

If you have any queries when completing the File Upload Form from this website, please contact us by email on [deep@property-system.com](mailto:deep@property-system.com). This e-mail address is being protected from spam bots, you need JavaScript enabled to view it.

You can access our home page and browse our site without disclosing your personal data save information collected by cookies that we use (see below).

### **Who may process data**

Your personal information (which includes your name, address and any other details you provide to us which concern you as an individual) may be shared by us with other members in our group and processed both by us and those other companies including [www.1shoppingcart.com](http://www.1shoppingcart.com). Our website also includes a link to [www.1shoppingcart.com](http://www.1shoppingcart.com) and such company may collect personal data about visitors to our site. Each of our group companies authorised to process your information as mentioned above will do so in accordance with this privacy policy.

The server on which your personal data is hosted is located in the UK.

The data is also held by Daniel Wagner Ltd and any of its subsidiaries and companies and/or partners and contractors and is governed by the above privacy policy mentioned. The data is stored in an online database with [aweber.com](http://aweber.com) and [infusionsoft.com](http://infusionsoft.com) both of which reside in the USA.

BY PROVIDING YOUR DETAILS YOU WILL BE INDICATING YOUR CONSENT TO THE TRANSFER OF YOUR DATA TO THE COUNTRY/COUNTRIES SPECIFIED ABOVE.

### **Purpose of processing**

We will use your information for the purpose of fulfilling orders placed by you, processing any other transactions authorised or made by you with us, informing you by email of special offers and providing other marketing information related to services or products which we think you may find of interest and undertaking product or customer research/development.

BY PROVIDING YOUR DETAILS YOU WILL BE INDICATING YOUR CONSENT TO THE USE OF YOUR PERSONAL DATA FOR THESE PURPOSES.

## **Disclosure and Transfer of Your Information to a Third Party Purchasing Our Business**

In the event that we sell our business to a third party, we need your authority to transfer your details to that third party. In the unlikely event that a liquidator, administrator or receiver is appointed over us or all or any part of our assets that insolvency practitioner may transfer your information to a third party purchaser of the business provided that purchaser undertakes to use your information for the same purposes as set out in this policy. Your information will not be disclosed to government or local authorities or other government institutions save as required by law or other binding regulations.

BY PROVIDING YOUR DETAILS YOU WILL BE INDICATING YOUR CONSENT TO THE TRANSFER OF YOUR PERSONAL DATA TO A THIRD PARTY PURCHASER

We might, on your behalf and for your benefit to fulfil contractual obligations, use your details on file to buy domain names and/or sign up to an autoresponder service. You are aware that we will be compensated affiliates for this service and consent to the use of your details.

## **Cookies**

We may send a small file to your computer when you visit our website. This will enable us to identify your computer, track your behaviour on our website and to identify your particular areas of interest so as to enhance your future visits to this website. We may use cookies to collect and store personal data and we link information stored by cookies with personal data you supply to us. Save for the use of cookies, we do not automatically log data or collect data save for information you specifically provide to us. You can set your computer browser to reject cookies but this may preclude your use of certain parts of this website.

## **Security measures**

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorised access, improper use and disclosure, unauthorised destruction or accidental loss.

## **Disclaimer of Warranty and Liability**

The following provisions may be curtailed or disallowed by the laws of certain jurisdictions. In such case, the terms hereof are to be read as excluding or limiting such term so as to satisfy such law.

We do not represent or warrant that the information accessible via this website is accurate, complete or current. We have no liability whatsoever in respect of any use which you make of such information.

The information provided on this website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes.

Whilst we make all reasonable attempts to exclude viruses from the website, we cannot ensure such exclusion and no liability is accepted for viruses. Thus, you are recommended to take all appropriate safeguards before downloading information or images from this website.

All warranties, express or implied, statutory or otherwise are hereby excluded.

Neither we nor any of our employees or affiliated entities will be liable for any kind of damages and howsoever arising including, without limitation, loss of profits, compensatory, consequential, direct, exemplary, incidental, indirect, punitive or special, damages or any liability which you may have to a third party, even if we have been advised of the possibility of such loss.

We are not responsible for the direct or indirect consequences of you linking to any other website from this website.

### **Age Restriction**

Our website is intended for use by those over the age of 18 years. No one under that age should carry out any activity whatsoever based on the information on our website. If you are under the age of 18 years please do not use our website.

### **Geographic Restriction**

These terms and this disclaimer and any claim based on use of information from this website shall be governed by the laws of England and Wales and for our benefit you agree to submit to the non-exclusive jurisdiction of the Courts of England.

### **Enquiries**

If you have any enquiry or concern about the privacy policy on [www.propertyinvestorswebsites.com](http://www.propertyinvestorswebsites.com) or the way in which we are handling personal data please contact us on [deep@property-system.com](mailto:deep@property-system.com). This e-mail address is being protected from spam bots, you need JavaScript enabled to view it. If at any time you wish us to cease processing your information please send a message to [deep@property-system.com](mailto:deep@property-system.com). This e-mail address is being protected from spam bots, you need JavaScript enabled to view it and insert unsubscribe as the subject heading.

### **SCHEDULE 1**

## **WEB HOSTING TERMS AND CONDITIONS**

For the purposes of this schedule only the parties will be:

DANIEL WAGNER LIMITED (Company No: 06522374) whose registered office is at 6 CHERRY ORCHARD COURT, SPRING GARDENS ROAD, HIGH WYCOMBE, BUCKINGHAMSHIRE, HP13 7AJ (the "Hosting Company")

The Member as defined in the Property Lead Generation System Agreement ("the Property Lead Generation System Agreement") made between the parties today (the "Client")

### **Recitals:**

- (1) The Hosting Company will provide the Hosting Services to the Client on the terms and conditions as set out in this agreement.
- (2) The Client has requested that the Hosting Company provide Hosting Services and the Hosting Company agrees to provide Hosting Services to the Client as set out in the Schedule to this Agreement.

### **Hosting Company's Obligations:**

As part of the obligation to fulfil the service Daniel Wagner Ltd and/or any of its partners/companies/contractors will host the clients website free of charge for 13 months from the date of this agreement.

After this period, hosting can either be renewed at market value or handed over to the domain owner.

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