



IntelliLeads

An Assumed Name of Xyotek LLC | White Cloud, Michigan

EXCLUSIVITY AGREEMENT

Pilot Program Exclusivity Terms

Between:

Xyotek LLC (dba IntelliLeads), a Michigan limited liability company with principal offices in White Cloud, Michigan

And:

Client (the "Exclusive Partner"), a business seeking local SEO services

1. PURPOSE & INTENT

This Exclusivity Agreement (the "Agreement") establishes the terms under which IntelliLeads agrees to provide exclusive local SEO services to the Client within a defined geographic territory and industry vertical. This exclusivity ensures that the Client receives our undivided attention and competitive advantage in their market.

2. EXCLUSIVITY GRANT

Subject to the terms and conditions herein, IntelliLeads hereby grants the Client exclusive rights to our local SEO services within the following parameters:

- **Geographic Territory:** The agreed-upon service area (typically a 15-25 mile radius from Client's primary business location)
- **Industry Vertical:** The Client's specific business category (e.g., personal injury law, dental services, HVAC, etc.)
- **Service Type:** Dominance Suite level services as defined in the Service Agreement

During the term of this Agreement, IntelliLeads shall not knowingly provide local SEO services to any direct competitor of the Client operating within the defined territory and industry vertical.

3. PILOT PROGRAM TERMS

This Agreement applies to the IntelliLeads Dominance Pilot Program, which includes:

- **Pilot Investment:** \$2,499 for the first 30 days
- **Ongoing Monthly Service Fee:** As low as \$4,999* per month (12-month commitment) or \$5,499/month (6-month commitment)
- **Setup Fee:** Waived for Dominance Suite clients
- **AI Assistant Access:** 24/7 Eve AI Assistant included

Important Billing Notice: The pilot price of \$2,499 applies only to the first 30 days. Unless the Client provides written cancellation notice before the pilot period ends, the service will automatically convert to the bundled monthly price starting on day 31. The ongoing rate depends on the contract term selected and will be billed automatically.

** \$4,999/month requires 12-month commitment. 6-month commitment is \$5,499/month.*

The pilot period allows both parties to evaluate the working relationship. Upon mutual satisfaction, this Agreement shall continue under the standard Dominance Suite terms.

4. CLIENT OBLIGATIONS

To maintain exclusivity under this Agreement, the Client agrees to:

- Maintain active service status with timely payment of all fees
- Provide necessary business information, access credentials, and collaboration
- Respond to strategy recommendations within 5 business days
- Not engage competing SEO services during the term of this Agreement
- Allow IntelliLeads to showcase results (anonymized if requested) for marketing purposes

5. INTELLILEADS OBLIGATIONS

IntelliLeads agrees to:

- Dedicate appropriate resources to the Client's campaign
- Provide weekly strategy calls and monthly performance reports

- Maintain confidentiality of all Client business information
- Honor the exclusivity commitment within the defined territory and industry
- Deliver services as specified in the accompanying Service Agreement

6. TERM & TERMINATION

Initial Term: This Agreement commences upon signature and continues for the agreed contract period (6 or 12 months) following the pilot.

Renewal: Upon expiration, this Agreement automatically renews on a month-to-month basis unless either party provides 30 days written notice of non-renewal.

Termination for Cause: Either party may terminate this Agreement immediately upon material breach by the other party, provided written notice and a 10-day cure period are given.

Effect of Termination: Upon termination, all exclusivity rights granted herein immediately cease. IntelliLeads reserves the right to serve other clients in the territory.

7. LIMITED SLOTS GUARANTEE

IntelliLeads maintains a strict limit of only 10 Dominance Pilot clients per server hardware allotment at any given time. This ensures quality service delivery and maintains the value of exclusivity. Once slots are filled, new clients are placed on a waitlist until a slot becomes available.

As IntelliLeads scales hardware infrastructure, additional pilot slots may become available at our sole discretion.

8. CONFIDENTIALITY

Both parties acknowledge that they may receive confidential information from each other. Each party agrees to maintain the confidentiality of such information and not disclose it to third parties without prior written consent, except as required by law.

9. LIMITATION OF LIABILITY

IntelliLeads' liability under this Agreement shall be limited to the amount of fees paid by Client in the 90 days preceding any claim. Neither party shall be liable for indirect, incidental, or consequential damages.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles. Any disputes shall be resolved in the courts of Newaygo County, Michigan.

11. ENTIRE AGREEMENT

This Agreement, together with any Service Agreement and Statement of Work, constitutes the entire agreement between the parties regarding exclusivity and supersedes all prior negotiations, representations, and agreements.

12. AMENDMENT

This Agreement may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Exclusivity Agreement as of the date last signed below.

For IntelliLeads / Xyotek LLC:

For Client (Exclusive Partner):

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

This document is for informational purposes and does not constitute legal advice. Parties are encouraged to have this Agreement reviewed by their respective legal counsel.