

Brooks & Co.
16107 Kensington Dr. Suite 119
Sugar Land, TX 77479
(888)288-1712
Fax (866)831-4918
scott@rollovercoach.com

This Lead Services Agreement (“Agreement”) is made and entered into by and between Brooks & Co., (“Brooks & Co”), and _____, an individual (“Agent” or “you”). Brooks & Co. and Agent are referred to herein as “Party” individually and “Parties” collectively. This Agreement is effective as of _____ (the “Effective Date”). By signing below, each Brooks & Co. and Agent agrees to be bound by the terms of this Agreement and any attached exhibits.

Please initial each section where indicated, complete the billing information and fax the form to (866) 831-4918

Cost:

There is a fee of \$300 for each exclusive annuity Valid Lead that we match you with, along with a one-time enrollment fee of \$99. The leads are requesting an Annuity Comparison Report, which promises to reveal the annuities that offer the highest rates, best guarantees, and most retirement income. The leads are responding from national radio, TV, & online campaigns.

We reserve the right to raise or lower the Lead price at any time. You will be notified 7 calendar days before any pricing increase goes into effect.

Initial _____

Lead Definition & Return Policy:

Each Lead will contain the following user information:

First Name
Last Name
Address
Phone Number

A Lead will be considered a Valid Lead if it contains all of the user information listed above and has a valid phone number.

The Leads will also be asked a series of questions that may or may not be all answered such as,

- Date of birth
- E-mail
- Investment amount
- Income now or later
- Do they own an annuity already
- Time frame for making a decision
- Best time for an annuity specialist to follow up

Leads that are duplicates, have false or are missing information will be considered bad (invalid) and not delivered. You may return any additional bad leads you receive if the phone number is either disconnected or a fax number. Any invalid leads you wish to return for credit must be provided to Brooks & Co within 7 days of receipt. You will not be eligible to receive credit for any Valid Lead.

Initial _____

Cancellation Policy:

You may cancel your account at any time by faxing in a cancellation request to (866) 831-4918. Any unbilled prospects that you received prior to your cancellation will be billed immediately upon your cancellation. Brooks & Co. reserves the right to suspend your service at any time, for any reason.

Initial _____

Daily and Monthly Lead Caps:

You are able to set both a daily and monthly Lead cap to your campaign to prevent from receiving too many Leads in your area. To adjust your caps, simply email us. Please note that the daily cap must remain within the bounds of the monthly cap.

Daily Cap _____ leads per day (minimum 2 per day)

Monthly Cap _____ leads per month

Initial _____

Zip Code & Radius for leads:

What zip code and radius around your zip would you like to receive leads in? It is also possible to provide more than one zip code and radius if you work in multiple markets. (Add more if you need to.) If you want to maximize your lead flow, we suggest covering a 90–110 mile radius. If you want to cover your entire

state, you can do so as well. When considering the radius, we use a zip code to zip code method to determine the territory and not the actual driving distance from your home/office to the leads. Contact us and we can provide a file showing all the zip codes in your territory.

***** *Are you licensed in all of the states in the zip code radius listed below?* ***** If you are not licensed in the bordering states **LET US KNOW NOW. We do not offer any refunds if you sign up to receive leads in areas you are not licensed.** Brooks & Co. only sells leads to licensed agents. Brooks & Co. reserves the right to audit your licensure during the Term of this Agreement. Brooks & Co. reserves the right, in its sole discretion, to adjust your lead buy or terminate this Agreement in the event you fail to maintain adequate licensure.

Minimum mile radius 60 miles

Zip code _____ Second Zip Code (Optional) _____

Radius _____ Second Radius (Miles) _____

Are there any bordering states you are not licensed in _____

Initial _____

Text Message Notification & E-mail Notification:

Would you like to receive a text message on your cell phone when you receive a lead? (Note: When you receive a text you will only receive the name and # of the lead. This serves as a backup reminder to alert you of a new lead and is highly recommended)

If yes, Cell Phone Number _____

You agree that by providing your number above and executing this agreement, you understand you are providing your E-SIGN signature and expressly consenting to Brooks & Co., directly or by third-parties acting on its behalf, to send informational or marketing/promotional messages - including texts and calls made using an automatic telephone dialing system or pre-recorded or artificial voice message - related to the purchase of Leads to the number I provide above. Accepting this consent is not required to obtain any good or service.

Would you like the lead information e-mailed to another person in your office? (Ex. Marketing Assistant)

Would you like the lead information e-mailed to any other email address (secondary e-mail, partner, etc)

If Yes, email _____ 2nd E-mail _____

Billing Policy:

We will charge your credit card for prospects/leads we provide to you. We charge \$300 for each Lead you receive. We reserve the right to charge your credit card anytime a Lead comes in. Our software will bill your account for the outstanding balance every Wednesday morning. We expect any billing problems to be resolved within 48 hours.

Initial _____

Technical Issues:

When you sign up to receive Leads, you supply us with a zip code and a radius around that zip code, which you elect to receive Leads in. You will receive Leads from anywhere in the zip codes that fall within the mile radius of the zip code you request. We use a zip code to zip code method and not driving distance.

Initial _____

Compliance:

Brooks & Co. does not provide compliance services and your participation in this service does not require compliance approval. As such, Brooks and Co. does not grant refunds for compliance issues related to these services. We suggest you follow up with your own counsel for compliance related questions regarding the service.

You represent and warrant:

- a. Agent will abide by all pertinent laws and regulations, including regulations concerning telemarketing, do not call regulations, and outbound calling or texting and will take all appropriate and necessary measures to educate him/her/itself regarding the scope of the law before making any calls or text. This is a fast-moving area of law and Agent warrants that he/she/it will seek appropriate guidance and counsel regarding all applicable legal restraints and requirements in connection with the services to be performed under this agreement.
- b. Agent will not call or text the Leads provided by Brooks & Co. after a Lead's reasonable do not call request. If Agent calls or texts after a Leads's do not call request, Brooks & Co. will not be responsible for any third-party complaints, claims, or demands arising out of the calls or texts delivered to Agent.
- c. Agent will notify Brooks & Co. within two (2) business days if a Lead contacts the Lead Agent regarding a potential or actual lawsuit relating in any way to Brooks & Co..
- d. Agent will use the Leads in compliance with all applicable laws, including the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., as amended ("FCRA"), the Telephone Consumer Protect Action 1991, 47 U.S.C. § 227 ("TCPA"), the rules and regulations promulgated by the Federal Communications Commission implementing same located at 47 C.F.R. § 64.1200 and any applicable state laws and regulations regarding the use of an automated telephone dialing system ("ATDS"), or the sending of prerecorded messages or texts, including any applicable "Do Not Call" prohibitions or regulations, the Credit Repair Organizations Act 15 U.S.C. §§ 1679-1679j ("CROA"), the Telemarketing Sales Rule ("TSR"), any state credit repair laws, the California Invasion of Privacy Act ("CIPA"), the California Consumer Privacy Act of 2018 ("CCPA"), the California Privacy Rights Act ("CPRA"), the Colorado Privacy Act ("CPA"), the Virginia Consumer Data Protect Act ("VCDPA"), the Connecticut Personal Data Privacy and Online Monitoring Act ("CTDPA"), and the Utah Consumer Privacy Act ("UCPA"), and any other applicable state privacy law (collectively, "Applicable Laws").
- e. Agent will indemnify Brooks & Co. for its breach of any of the representation and warranties listed above, including but alleged violations of Applicable Laws as specified below.
- f. Brooks & Co. is an independent party, unaffiliated with Agent except by virtue of agreements whereby Brooks & Co. will supply Leads to Lead Agent. Brooks & Co. is not an agent of Agent and has not, and will not, make any calls for Agent's benefit, except as expressly set forth herein.
- g. Agent shall use Leads in compliance with all Applicable Laws, including the TSR's guidance prohibiting the transfer of consent for prerecorded marketing calls to third parties. Agent understands that under the TSR, prior express written consent to make marketing prerecorded calls can only be obtained directly from a consumer and cannot be transferred to third parties. Agent understands that it may not rely on any Leads obtained to make marketing prerecorded calls.

Initial _____

Policy / System Changes:

Brooks & Co. reserves the right to make changes to policy, pricing, system features, and other Lead related issues at any time. Notice will be delivered to the e-mail address we have on file no less than 7 days before the changes occur. As stated in this agreement, you are free to cancel your account at any time. Continued use of your account after 7 days constitutes its acceptance and will be considered binding under terms of this agreement.

Initial _____

Annuity Comparison Report:

The annuity comparison report, which the Leads are requesting, is provided by annuityratewatch.com

In the event you stop buying Leads from our organization and terminate this agreement your access to annuityratewatch.com will be terminated with in 24hrs.

We reserve the right to create our own report or use a different service in the future, if we feel it is necessary.

Initial _____

Acceptance of Terms:

The terms in this agreement complete the final agreement between the two parties. My signature below verifies that I have read, understand, and will abide by the terms and conditions of this agreement. *

Please immediately sign, date, and fax back to **866-831-4918**.

****Yes, I realize I am paying a \$99 enrollment fee + \$300 for each lead you are matched with ****

Please fax back all pages and complete all required field to activate your account.

Payment Information

Visa/MC/AMEX/Discover (Circle which one)

Credit Card Number _____

3 – 4 Digit Code on card _____ Exp Date (MO/YEAR) _____

Billing Address (on card)

Signature _____ Date _____

Print Name

Phone Number

Email

Preferred Password for Online Access

FAX to 866-831-4918

You acknowledge that Brooks & Co. does not provide legal/business advice and it is your responsibility to comply with all federal and state regulations regarding the conduct of your business.

Each Party agrees to defend, indemnify, and hold harmless the other Party, its parent, subsidiaries and affiliates, and each of their agents, representatives, successors and assigns from and against any and all costs, expenses, and losses (including reasonable attorneys' fees and costs) incurred through any claim, lawsuit, demand or cause of action brought by a third Party (collectively, "Claim") that arise from (i) any breach or violation by the indemnifying Party of any representation or warranty contained in the Agreement, (ii) any breach or violation by the indemnifying Party of any Applicable Law.

A Party seeking indemnification under the Agreement shall (i) give prompt written notification to the indemnifying Party as to the existence of the indemnifiable Claim within ten (10) days of notification of the assertion of the Claim; (ii) provide such information, cooperation, and assistance as may reasonably be necessary for the defense of such Claim; and (iii) grant full authority to the indemnifying Party to defend or settle such Claim, subject to the reasonable consent of the indemnified Party, such consent not to be unreasonably withheld. The failure of the Party seeking indemnification to promptly notify the indemnifying Party as to the existence of an indemnifiable Claim shall not relieve the indemnifying Party of its obligations under the Services Amendment, except to the extent that such failure or delay is material and prejudicial.

NOTWITHSTANDING, ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BROOKS & CO. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF THE COMPANY WAS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Any action arising out of this agreement shall be interpreted under the state laws of Texas and shall be adjudicated in Harris County, Texas. Should any claim arise out of this contract result in an action for damages, the sole amount of damages available to you shall be no more than the amount you paid for the leads.

Initial _____

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