

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

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

### **Brooks & Co. Lead Service Agreement:**

#### **Cost:**

There is a fee of \$250 for each exclusive annuity lead or prospect 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.

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### **Lead Definition & Return Policy:**

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Each lead will contain the following user information:

First Name  
Last Name  
Address  
Phone Number  
Caller ID

A lead will be considered valid if it contains all of the user information listed above and has a valid phone number. Some of the leads may have a second phone number (from caller ID).

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 leads you wish to return for credit must be provided to Brooks & Co within 7 days of receipt.

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### **Cancellation Policy:**

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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.

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### **Daily and Monthly Lead Caps:**

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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.

Daily Cap \_\_\_\_\_ leads per day (minimum 2 per day)

Monthly Cap \_\_\_\_\_ leads per month

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### **Zip Code & Radius for leads:**

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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.**

**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 \_\_\_\_\_

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**Text Message Notification & E-mail Notification:**

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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 \_\_\_\_\_

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 \_\_\_\_\_ 2<sup>nd</sup> E-mail \_\_\_\_\_

**Billing Policy:**

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We will charge your credit card for prospects/leads we provide to you. We charge \$250 for each prospect 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.

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**Technical Issues:**

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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.

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## **Compliance:**

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Your participation in this service does not require compliance approval and refunds for compliance issues are not granted. We suggest you follow up with the prospects with compliance approved information.

You represent and warrant that you will comply with all applicable local, state, national laws and regulations in connection with its use of Leads purchased from Brooks & Co. including those related to data privacy, international communications and the transmission of personal data, and export. You further represent and warrant that any use of email addresses provided in conjunction with this Agreement will be in accordance with all state and federal laws including the CAN-SPAM Act of 2003 and that you are in full compliance with all Federal or State Do Not Call legislation.

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## **Policy / System Changes:**

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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.

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## **Annuity Rate Report:**

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The annuity rate report, which the leads are requesting, is provided by [annuityratewatch.com](http://annuityratewatch.com)

In the event you stop buying leads from our organization and terminate this agreement your access to [annuityratewatch.com](http://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.

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**Acceptance of Terms:**

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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 + \$250 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. You agree to indemnify and hold harmless all parties, officer, agents, employees, directors, and owners of Brooks & Co. harmless against all claims, demands, actions, judgments, liabilities, losses, damages, expenses and costs that may arise at any time including attorney's fees.

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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