

MONOPOLIZE YOUR MARKETPLACE

IUL Marketing Services Agreement

Step 1: Company Information	Company: _____	Contact Name: _____																												
	Address: _____																													
	Office Phone: _____	Contact Cell: _____																												
	Web Address: _____	Contact Email: _____																												
Step 2: Define Your Service Area	Please list the general geographic area that you service (ie, Dallas, Fort Smith Arkansas, Ft. Meyers FL, etc.):																													
Step 3: Initial Order	Is a Startup Test required in your market? <input type="checkbox"/> YES <input type="checkbox"/> NO A Startup Test is required in markets where this marketing program has not been tested yet. Your sales representative will tell you if your first order will be a Startup Test, or if you will be ordering from the Standard Price List .																													
	<i>If Startup Test:</i>																													
	Amount Due For Test (includes up to 50 leads, 50 DVDs, and customized website).	\$4,995	If more than 50 leads are generated during the test, would you like to buy them for \$50 each? <input type="checkbox"/> Yes – All You Have <input type="checkbox"/> Yes – Specific Number: _____ <input type="checkbox"/> No																											
	Additional DVDs: Quantity _____ @ \$9.95 each:																													
	Total Due Now:		<i>(to be charged at test conclusion)</i>																											
<i>If Standard Price List:</i> Note: All Standard Price List orders will receive 1 free lead with each 5 purchased.																														
	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Market Pricing</th> <th>X</th> <th>Price Per Lead 25 Leads</th> <th>Total Price – 25 Leads</th> <th>X</th> <th>Price Per Lead 50 Leads</th> <th>Total Price – 50 Leads</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td></td> <td>\$114</td> <td>\$2,850</td> <td></td> <td>\$99</td> <td>\$4,950</td> </tr> <tr> <td>Tier 2</td> <td></td> <td>\$134</td> <td>\$3,350</td> <td></td> <td>\$119</td> <td>\$5,950</td> </tr> <tr> <td>Tier 3</td> <td></td> <td>\$154</td> <td>\$3,850</td> <td></td> <td>\$139</td> <td>\$6,950</td> </tr> </tbody> </table>	Market Pricing	X	Price Per Lead 25 Leads	Total Price – 25 Leads	X	Price Per Lead 50 Leads	Total Price – 50 Leads	Tier 1		\$114	\$2,850		\$99	\$4,950	Tier 2		\$134	\$3,350		\$119	\$5,950	Tier 3		\$154	\$3,850		\$139	\$6,950	
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Step 4: Call Handling	Would you like to have calls come directly to you, or route to the call center?																													
	<input type="checkbox"/> Call Center <input type="checkbox"/> Directly To Me; Phone number: _____																													
Step 5: Agree To Terms	Please sign your name & date here to show that you have read and agree to all terms of service:																													
	X _____ / Date _____																													

Step 6: Billing Information (Note: this credit card info will be used for future orders, per this agreement)

Card Number:		Card Type:	
Exp. Date:		Security Code:	
Name on Card:		Signature:	

Please Fax All 5 Pages To: (817) 796-1219

(Include this form, 3 pages of Services Terms & Conditions, and DVD customization form.)

MONOPOLIZE YOUR MARKETPLACE

IUL Marketing Services Terms & Conditions

Monopolize Your Marketplace (hereafter, MYM) agrees to offer marketing services to client listed on Services Order Form (hereafter, Client) as follows:

Overview Of Program: MYM offers lead services for sellers of Indexed Universal Life (IUL) products (Clients) on a fixed-cost-per lead basis, as well as other marketing services designed to aid in conversion of leads into sales, including, but not limited to customized DVDs and online videos, custom websites, follow up email systems, customized printed brochures, and so forth. MYM uses local and national media including radio, television, newspapers, magazines, direct mail, etc. to generate said leads.

- **Pricing:** MYM sells leads and other marketing services to Clients at the prices listed below. Pricing is current as of the date that this agreement was issued; please check www.IndexedLeads.com for current pricing.
 - **Leads: Base Price \$99.00;** Prices may be higher or lower depending on quantity purchased, what Tier pricing a given city is eligible for, and contract pricing. See www.indexedleads.com for latest pricing.
 - Customized IUL Video: no charge with first order (however, may only be used while Client is active with MYM)
 - Customized DVDs: \$9.95 each plus shipping; discounts may be available for contract pricing and/or quantity purchases.
 - Emails for follow up: no charge
 - Customized brochures: \$0.95 each plus shipping (when available)
 - Sales tax is charged for TX Clients for printed materials (DVDs, brochures, etc.)
- **Exclusivity:** All leads are guaranteed to be 100% exclusive—i.e. any single lead will not be sold to more than one Client.
- **Territory:** Client shall declare on Page 1 of this Agreement the Metropolitan area he/she wishes to service. In the event that MYM has more than one Client in an area, MYM shall at its sole discretion assign various ZIP codes to various Clients. MYM may reduce the number of ZIP codes serviced by any given Client at any time at its sole discretion. In the event that more leads are being generated in a single ZIP code that can be handled by one Client, MYM may assign leads to more than one Client per zip code, although individual leads would still be 100% exclusive, per above.

Initial Order: MYM may require new Clients to participate in a Startup Test to determine the viability of the marketing program at their local level. If MYM has a track record in a given geographic area, the Startup Test will be not be made available, and client shall purchase leads from the regular price list.

- **Startup Test:** If a Startup Test is required, Client will pay a fixed fee of **\$4,995** to initiate the test. The first 50 leads that are generated during the Startup Test will be sent to Client at “no charge” (i.e., they are included in the test fee). For leads number 51+, Client has the option to pay \$50 per lead DURING THE TEST ONLY (regular pricing, per this agreement, applies thereafter), to be paid by the same credit card used to pay for the test, and to be automatically charged by MYM at the conclusion of the test (generally 2 to 3 weeks after the lead generation efforts begin). If Client would NOT like to receive/pay for additional leads above 50, Client should indicate on Page 1 of this Agreement and will not be charged and will not receive additional leads. MYM makes no warranty as to the quantity or quality of leads that will be generated during the test. Please allow 21 days after initiation of this agreement for customization of marketing materials and media purchases to be made. Please note that the Bad Lead Policy DOES NOT apply to Startup Tests.
- **Standard Price List Order:** If MYM has previously conducted a Startup Test in a given market area, client will not be required to participate in a Startup Test, and will instead order from the Standard Price List shown on page 1 of this agreement. In the event of a Standard Price List Order, all lead quantities ordered will be guaranteed to be delivered by MYM to Client, and Client will receive 1 Replacement Lead for FREE for every 5 leads purchased (see Bad Lead Policy, below).
- **Both:** In addition to placing advertisements in local media in an attempt to generate leads for Client, MYM will also customize the IUL video for Client, create a customized website, provide a follow up email, and provide 50 copies of the customized IUL DVD. All future DVD purchases are NOT included with lead purchases, and must be made separately according to the then-current DVD price list. All Initial Order advertising runs will be completed within 7 to 21 days from the day the first advertisements run. Client will have 60 days after the first day of leads delivery to submit a “Declaration of Intentions” form to MYM (described below).

Lead Handling: All leads that are generated will be directed to call a toll-free number to request a DVD. Client shall have a choice to either have leads routed directly to their telephone (hereafter “Direct Leads”), or to be routed to MYM’s call center to be handled by an operator (hereafter “Call Center Leads”). If Client chooses Direct Leads option, Client shall indicate on Page 1 of this Agreement, and shall be liable for costs for any telephone equipment or telephone fees incurred by Client. MYM will provide lead sheets and scripts for Client to use when talking to Leads. If Direct Lead option is chosen and Client does not answer the designated line within 4

rings, the lead will automatically be re-routed to the call center. The call center shall be paid for at MYM's sole expense. Call Center Leads will be asked basic contact information plus several additional questions regarding their financial/retirement situation. All Call Center Leads will be sent via email to Client within several minutes of being captured. Client will then be responsible for contacting leads and offering to deliver or mail a hard copy of the DVD. All money spent to deliver DVDs to Leads shall be at Client's sole expense. Client will also have the option to direct Clients to watch the video presentation online at an online site customized and made available by MYM. Closing leads into customers is Client's sole responsibility.

Declaration Of Intentions: At the conclusion of Client's Initial Order (whether via Startup Test or Standard Price List), Client shall complete the "Declaration of Intentions" form included in this agreement. The form shall be submitted via fax to (817) 769-1219, or via email to info@indexedleads.com. This form gives Client an opportunity to either continue in MYM's lead generation program, or terminate the relationship. In the event of termination, terms listed in "Termination" below apply. In the event that Client chooses to continue in MYM's lead generating program, terms and conditions stated in "Ongoing Leads Process" and on the Declaration of Intentions page apply. The Declaration of Intentions form must be submitted no later than 60 days after the last day of advertising or Client will be automatically terminated from the program.

Ongoing Leads Purchase: After Client's Initial Order all leads and DVDs must be purchased from the Standard Price List and must be pre-paid for by Client in the quantity agreed to using the credit card used on this agreement, unless Client makes other mutually agreeable arrangements with MYM. Ongoing lead processes operate as follows:

- **Pricing:** Pricing shown on page 1 and on the "Declaration of Intentions" page of this Agreement is current as of the date of this Agreement, but may change from time to time. Current pricing for leads after the startup test will be posted on www.IndexedLeads.com. Active status Clients will always be notified via email and/or telephone call of any pricing changes. Contract prices may be made available for 6- or 12-month commitment, and are fixed for the duration of the contract.
- **Bad Lead Policy:** Client may, from time to time, receive leads that are deemed to be "bad" leads. These would include any leads from competitive financial and/or insurance sales people, leads from advertising sales people, and other non-actionable prospects. Bad Leads specifically do not include leads received from prospects that are not financially qualified to purchase IUL products, those who simply lack interest, those who are too old or too young to qualify, those who cannot qualify for IUL for health reasons, those who do not respond to follow-up attempts, etc. To compensate for "bad leads," MYM will automatically give Client one (1) FREE REPLACEMENT LEAD for every 5 leads that are purchased. In other words, Client will receive 30 leads for every 25 leads purchased, etc. No other "bad lead" remedies will be offered or available to Client. No replacement lead provision is available to those participating in a Startup Test, as defined above.
- **Continued Delivery Of Leads:** Client may continue to order leads from MYM in one of two ways:
 - **Non-Contract:** Non-contract pricing is MYM's standard pricing levels (as shown on Page 1), and does not offer any discounts, except for quantity purchases. Non-contract pricing gives Client the flexibility to order additional leads and/or DVDs at their convenience, and the option to quit at any time. If Client does not purchase leads within 60 days of his/her previous purchase, his/her website will be disabled, and the Client will be terminated from the program. Terminated Clients may continue to use any DVD stock they have previously ordered, but may not order additional copies.
 - **Overage Leads:** Clients on non-contract pricing will be required to purchase any extra leads generated by MYM for each order up to 20% over the requested amount. Overage leads will be charged at a 25% discount (compared to Client's regular per-lead price) and are not included in the "1 free per 5 purchased" bad/replacement lead policy described above. Overage leads will be calculated as any lead received in excess of the total number of leads received for the month, including free "replacement" leads. Overage leads will be reported to Client by MYM within 10 days of completion of a given advertising run, and will be automatically billed to Client's credit card on file. Example: Client orders 50 leads at \$99 each; client would receive 60 leads (because of bad lead replacement policy) and be responsible for paying for up to 12 additional leads (72 is 120% of 60) at \$74.25 each (25% off \$99). In the event that more than 20% overage leads are available in a advertising run, Client may choose to purchase them at the 25% discounted rate, but is not obligated to do so, and should make arrangements ahead of time with MYM's customer service representative. If previous arrangements are not made for Overage leads in excess of 20%, leads will not be delivered to Client.
 - **Contract Pricing:** MYM offers discounted pricing for leads and DVDs to Clients who commit to either 6- or 12-month contracts. Discounts are shown on the "Declaration of Intentions" form of this Agreement, and may change from time to time. Please see www.indexedleads.com for latest pricing and discounts. If a Client enters into Contract Pricing with MYM, MYM agrees to deliver the total number of agreed-upon leads for the term of the contract, and will make an earnest effort to deliver the leads in equal monthly increments. For example, if Client agrees to 50 leads per month for 6 months, MYM will deliver a total of 360 leads (300 ordered plus 60 replacement leads, per above) at an average rate of 60 per month. Quantities per month may vary as much as 30%; MYM makes no express warranty to average monthly lead flow, only that it will deliver the total agreed upon number of leads within the contract period. Overage Leads policy does not apply to Contract Pricing. Client may not quit during contract period under any circumstances.

- **Geographic Proximity:** MYM only places advertising on behalf of clients who have purchased leads; therefore, any leads that result from a given campaign shall be billable to Client, even those that fall outside of Client’s normal geographic service range, with the following exceptions: 1) Any lead that is more than 200 miles from Client’s office (address listed on this form), 2) Any lead that is less than 200 miles from Client’s office, but is NOT in a state in which Client is not licensed.
- **Lead Counting:** For purposes of this agreement, a lead is counted as follows:
 - **Call Center Leads:** Any prospect that gives full contact information to MYM’s call center representative, including full name, address and phone number is counted as an official lead. Email addresses are not required to be counted as a lead. Any lead that does NOT include a phone number WILL NOT be counted as a lead. Please note that Client may still receive email notifications of prospects who did not give a phone number. These will not be counted as leads.
 - **Direct Leads:** Any calls answered directly by Clients will be counted as Leads. MYM utilizes tracking software to count the number of UNIQUE callers from the advertising, and will count each UNIQUE caller as a Lead. “5/1” replacement lead policy still applies.
- **Payment Terms:** Prepayment is required for all leads purchased with the exception of Overage Leads which are charged 10 days after the advertising run is completed. All charges for Contract Pricing will be made to Client’s credit card on file on the 15th of the month (14th if the 15th falls on a Saturday and the 16th if the 15th falls on a Sunday).
- **Reporting:** MYM shall deliver to client via email on a monthly basis a report of all leads received and all monies received from Client. Client shall have 14 days from the date of receipt of said report to examine it and report any discrepancies. Any discrepancies reported after 14 days shall be actionable only at MYM’s discretion.

Termination & Suspension: Client may terminate his/her relationship at the conclusion of the startup test (as described above) or at any time thereafter with 30 days written notice. In the event of termination, Client may use the remainder of his/her DVD and/or literature inventory as deemed appropriate by Client. Client will not, however, have ongoing use of the website and/or video presentation provided by MYM. Once existing hard copies of Client’s customized DVDs have been exhausted, Client will have no further rights to use the DVDs, their content, images, messaging, or illustrations. If the termination does not occur immediately after the startup test, Client must give MYM 30 days written notice, and agrees to pay for any leads generated during that time, per “Ongoing Lead Process” above. No refunds will be given for any leads already pre-purchased. MYM may terminate this agreement at any time at its sole discretion provided 30 days notice is given to Client. If MYM terminates this agreement, it may, at its sole discretion, elect to deliver any pre-paid leads or issue a refund.

Intellectual Property & Licensure: Client hereby acknowledges and agrees that the intellectual property contained within this program, including but not limited to the advertisements, DVD/video content, websites, brochures, emails, and so forth is the sole property of MYM and is being used under license by signing this agreement. Client may only use said materials while actively engaged and paying MYM for leads as described elsewhere in this Agreement. Client is specifically prohibited from hosting video/DVD program on any website including their own personal website or any third-party video hosting site (Youtube, etc.) and may not make any copies or facsimiles of the DVDs or packaging for any reason whatsoever, even while actively engaged in the program. Any use of MYM’s intellectual property outside of this agreement will be considered theft of intellectual property and will be prosecuted to the fullest extent of the law.

WARRANTIES: MYM DISCLAIMS ANY WARRANTY REGARDING THE MARKETING RESULTS OR ANY BENEFIT THE CLIENT MIGHT OBTAIN FROM THEIR PARTICIPATION IN THIS PROGRAM. MYM ALSO DISCLAIMS ANY LIABILITY CLIENT MAY OCCUR AS RESULT OF COMPLIANCE ISSUES WITH INSURANCE CARRIERS, BROKER/DEALERS, OR STATE OR FEDERAL REGULATORY BODIES. THERE ARE NO REFUNDS. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, ARRANGEMENTS, PROMISES AND COMMITMENTS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO THE SUBJECT MATTER HEREOF, AND ALL SUCH PRIOR AGREEMENTS, UNDERSTANDINGS, ARRANGEMENTS, PROMISES AND COMMITMENTS ARE HEREBY CANCELED AND TERMINATED, EXCEPT THOSE SPECIFICALLY LISTED ON THE OFFICIAL AGREEMENT.

_____ (initial) I have filled in and signed the attached Agreement.

_____ (initial) I have read and understand the Terms of Service.

_____ (initial) I understand there are NO REFUNDS.

Company Name

Date

Authorized Person

Signature

MONOPOLIZE YOUR MARKETPLACE

DVD/Video Customization Information

Please Fill Out This Form And Send With Your Services Agreement

The information you give below will appear on your DVD cover, your custom website, and on the DVD/video itself.

Information Needed	Your Information
Your Name	
Professional Designations	
Company Name	
Address	
Phone Number	
Email Address	
Bio (50 to 100 words)	

Note: Your main/regular website will not be shown on the materials. Instead, MYM will create a custom website that will only have your video presentation and contact information. Prospects can link through to your MAIN website from the MYM website.

Example Bio:

Larry A. Davidson, AAI, CIC

Larry Davidson specializes in helping people reduce risk and minimize their tax burdens during retirement using financial and insurance products from some of the world's largest and most financially stable institutions. He is an graduate of the University of Texas ('93) and currently lives in Southlake, Texas where he served in several community positions, including School Board (Carroll ISD, 2003-2007) and City Council (2008-present), and several volunteer positions in his church. Larry and his wife Janet have 3 children and golden retriever.

Please Fax This Page With Your Services Agreement To: (817) 796-1219

Declaration Of Intentions

This form is to be filled out within 60 days of the conclusion of your Initial Order.

Do not send this page with your original agreement.

Company:		Contact Name:	
Address:			
Office Phone:		Contact Cell:	
Web Address:		Contact Email:	

Would you like to continue in the lead program (check one below):

YES, I would like to continue in the lead program.

NO, I would like to terminate my agreement.

If continuing, please place your order below. All future orders will receive 1 free lead for every 5 purchased.

Standard Price List

To order from this price list, you must place at least one order every 90 days. These are the same prices as on Page 1.

Market Pricing	X	Price Per Lead 25 Leads	Total Price – 25 Leads	X	Price Per Lead 50 Leads	Total Price – 50 Leads	X	Price Per Lead 100 Leads	Total Price – 100 Leads
Tier 1		\$114	\$2,850		\$99	\$4,950		\$89	\$8,900
Tier 2		\$134	\$3,350		\$119	\$5,950		\$109	\$10,900
Tier 3		\$154	\$3,850		\$139	\$6,950		\$129	\$12,900

Contract Price List

If you order from this price list, you will be charged the amount shown monthly. When enrolled in contract pricing, Client may not cancel during the contract period, and is obligated to pay monthly as described elsewhere in this Agreement.

6 Month Contract Pricing	Market Pricing	X	6 Months 25 Leads	Monthly Price 25 Leads	X	6 Months 50 Leads	Monthly Price 50 Leads
	Tier 1		\$104	\$2,600		\$89	\$4,450
	Tier 2		\$124	\$3,100		\$109	\$5,450
	Tier 3		\$144	\$3,600		\$129	\$6,450
12 Month Contract Pricing	Market Pricing	X	12 Months 25 Leads	Monthly Price 25 Leads	X	12 Months 50 Leads	Monthly Price 50 Leads
	Tier 1		\$99	\$2,475		\$84	\$4,200
	Tier 2		\$129	\$3,225		\$94	\$4,700
	Tier 3		\$139	\$3,475		\$124	\$6,200

Authorized Signature

Date

Please Fax This Page To: (817) 796-1219
(please submit no more than 60 days after the first day of lead generation)