

Powered by AdvisorWorld.com Inc.

OUTLETLEADS.COM AGREEMENT

THIS AGREEMENT between AdvisorWorld.com Inc. ("AdvisorWorld") and you or the entity you represent ("You" or "Your") sets out the terms and conditions governing Your purchase of Outletleads.com Leads. By clicking on the "I Agree" button at the end of this Agreement, You indicate Your acceptance of the terms of this Agreement. This Agreement takes effect on the date You accept the terms of the Agreement in accordance with this section (the "Effective Date"). You represent that You have reached the age of majority and are therefore legally able to enter into contracts.

SECTION 1:

- **1.1.** You agree to pay AdvisorWorld the following sums for each Lead Type offered by Outletleads.com set out below delivered to You by AdvisorWorld. The price per Lead is subject to change at any time.
 - i. \$125* for each Fresh Hot Lead
 - ii. \$85 for each Qualified Retirement Planning Lead
 - iii. \$95 for each Qualified Email-First Annuity Lead
- **1.2.** You shall set a monthly purchase budget and select the Lead Type(s) and service region for purchase. AdvisorWorld shall fulfil the selected Lead Type(s) based on available inventory, and does not guarantee that the entire monthly purchase budget set by You can be fulfilled. You may change the purchase budget, Lead Type(s) and service region at any time by writing. AdvisorWorld will apply the requested changes within 1 business day.
- **1.3.** You agree to pay AdvisorWorld a monthly membership fee of \$25 in order to be eligible to purchase Outletleads.com Leads from AdvisorWorld.
- **1.4.** The sums at section 1.1. and 1.3. above are payable immediately upon delivery of the Lead to Your email or Your account at agents.advisorworld.com. You agree that AdvisorWorld is authorized to immediately withdraw the amounts listed at section 1.1. and 1.3. from Your credit card on file with AdvisorWorld.

SECTION 2:

2.1. AdvisorWorld guarantees that each Lead Type shall have a phone number that is not disconnected.

SECTION 3:

3.1. AdvisorWorld will issue a credit to Your account at agents.advisorworld.com solely in the event that the Lead does not meet the conditions set out at Section 2.1. above. This credit can be used against the cost of future Lead purchases. AdvisorWorld reserves the right to immediately re-qualify & sell any Lead for which a credit has been issued under this section.

All prices are in USD

- **3.2.** You agree that it is Your obligation to review Lead notifications delivered by AdvisorWorld by email and in Your Advisor's agents.advisorworld.com account.
- **3.3.** AdvisorWorld will not issue a credit merely because a Lead changed his or her mind, You could not reach the Lead, or the Lead overstated his or her true retirement savings amount. In order to reach the Lead, You agree that it is critical for Leads to be contacted within 48 hours, unless otherwise advised by AdvisorWorld.
- 3.4. All credit requests must be made within 7 days of the date on which the Lead was first delivered.

SECTION 4:

- **4.1.** You agree not to operate outside the scope of the Your license in offering services and products to the Lead, and to abide by all the regulations and laws of the jurisdictions in which You operate. In the event of a dispute between You and the Lead, You agree to indemnify and save harmless AdvisorWorld from any liability, loss, damage or expense, including all legal fees, which AdvisorWorld may incur as a direct result of Your actions.
- **4.2.** In the event of a finding that AdvisorWorld is in breach of this Agreement by a court of competent jurisdiction, the liability of AdvisorWorld shall be limited to the sum paid by You for the Leads at issue.
- **4.3.** AdvisorWorld does not guarantee a contact, specific return or a closing ratio with respect to the Leads sold to You.

SECTION 5:

- **5.1.** This Agreement can be terminated by You for any reason upon providing a minimum of 5 (five) business days advance notice in writing. The notice of termination must be delivered to either <u>registration@outletleads.com</u> or by fax to 416-981-7305 in order to be valid. Any account that remains inactive for a 6 (six) month period shall be deemed terminated.
- **5.2.** You agree that any credits from refunds on Your AdvisorWorld account shall be forfeited in the event of termination of the account. Any credit on Your account from pre-payment will be refunded to you within 2 weeks upon termination of Your account.
- **5.3.** You agree that You are liable to pay for any Leads delivered during the notice period listed at Section 5.1. above.
- **5. 4.** AdvisorWorld may terminate this Agreement at any point by written notice to You by email, fax, or registered mail at the contact information provided by You.
- **5.5.** AdvisorWorld may use the information collected from a Lead for marketing and quality assurance purposes.

SECTION 6:

6.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the parties with respect to the subject-matter hereof.

SECTION 7:

7.1. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to hear any matters arising therefrom.

SECTION 8:

8.1. You will not assign this Agreement or sublicense any of Your rights under this Agreement without the prior written consent of AdvisorWorld. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

SECTION 9:

9.1. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions.