LEAD GURUS SERVICE AGREEMENT FOR PREQUALIFIED LEADS

1. PARTIES TO THIS AGREEMENT

Company name	Lead Gurus KSG (Pty) Ltd	
Registration number	2024/604191/07	
Address for legal notices	92 Olifansfontein Road Glen Austin Midrand 1687	
Email address	shireen@leadgurus.co.za	

2. OUR RELATIONSHIP

This agreement does not create a partnership, joint venture, employment, or agency between the parties. The parties cannot enter into agreements on each other's behalf.

This is not an exclusive relationship.

You may not assign or otherwise transfer any of your rights or obligations under this agreement without our prior written consent.

3. DURATION OF THIS AGREEMENT

3.1. This agreement commences on ……and will stay in force until terminated by either party.

3.2. Service Schedules commence and terminate on the dates indicated on the schedule.

3.3. Either party may terminate this agreement without cause by giving the other party 30 days' written notice, or in the case of a breach of this agreement, as provided for in clause.

3.4. The rights and obligations related to the confidentiality and security of information, payment obligations, indemnities, limitation of liability and intellectual property will remain in force after termination of this agreement.

3.5. The termination or expiry of a Service Schedule does not terminate this agreement.

3.6. The termination of this agreement will not, by itself, result in the termination of any Service Schedules that are active at the time of termination, unless the termination notice specifically refers to the Service Schedule. The terms of this agreement will stay effective for the purposes of any valid Service Schedules until all Service Schedules terminate or expire.

3.7. The parties cannot enter into any new Service Schedules after this agreement has been terminated.

4. SERVICES

Our services are described in the Service Schedule.

5. YOUR RESPONSIBILITIES

5.1. You must comply with applicable law and the requirements for using our services as described in the Service Schedule.

5.2. You must keep the personal information provided as part of our services confidential and store it securely. You may not share the personal information with third parties and may only use it to contact leads and provide your services as a financial advisor.

5.3. You must keep a record of any opt-out requests received from leads, and you may not contact those leads again.

5.4. You must fulfil your responsibilities set out in any Service Schedule.

6. OUR RESPONSIBILITIES

6.1. We will comply with applicable law when providing our services.

6.2. We will obtain consent for direct marketing from leads when required, and provide you with proof thereof.

6.3. We undertake to provide our services in a professional manner.

6.4. We do not sell any products or services to leads.

7. PAYMENT

The price, payment terms and our bank details are set out in the Service Schedule. Prices exclude Value-Added Tax.

8. CONFIDENTIALITY

8.1. During our relationship, the parties will share confidential information such as training material, scripts, plans, pricing, service descriptions, and trade secrets. Both parties have a proprietary interest in protecting the confidentiality of this information and undertake to keep each other's confidential information confidential.

8.2. The party that receives confidential information agrees to protect the interests of the party disclosing it, and will

- only use confidential information to comply with its responsibilities under this agreement;
- only give the confidential information to its employees who need it, and only give as much of it as they need;
- use reasonable security procedures to keep the information confidential;
- get promises of confidentiality from those employees who need access to the information; and
- not reveal the information to anyone else unless necessary to comply with a judicial order or decree, and have given the other party written notice of the disclosure, unless prohibited by applicable law, and allowed them the opportunity to defend or limit the disclosure.

8.3. All confidential information will remain the property of the party disclosing it. When this agreement comes to an end or at any time before it ends, if the confidential information is no longer required to meet any responsibilities in terms of this agreement, both parties must return originals and copies of confidential information in our possession, or we can agree to destroy the confidential information unless we are required by law to retain it.

8.4. Neither party will make public announcements in connection with this agreement without the other party's written approval.

9. INTELLECTUAL PROPERTY

9.1. Neither party will use the trademarks or logos of the other without permission.

9.2. Unless expressly provided in this agreement or a Service Schedule, neither party will acquire any rights, title or interest in the other party's intellectual property without the other party's prior written consent.

10. BREACH OF THIS AGREEMENT

If either party fails to comply with the terms of this agreement and does not remedy the breach within 14 days after having received a written notice to do so, the other party is entitled to exercise all remedies available to it in law and to terminate this agreement immediately on notice.

11. LIMITATION OF LIABILITY

11.1. Our liability in terms of this agreement is limited to direct losses.

11.2. Other than where we expressly assume responsibility in terms of this agreement, we will never be liable for any other loss you suffer, or damages, costs (including attorney and advocate's fees) or fines incurred or suffered by you that result from or are connected to our services or performance in terms of this agreement.

11.3. We are not responsible for any transactions, whether successful or otherwise, between you and any leads provided.

12. INDEMINTIES

12.1. You indemnify us against any loss, damages, costs (including legal fees) or fines or third-party claims that arise from your

- negligence;
- non-compliance with applicable law;
- breach of this agreement; or
- illegal, wrongful or fraudulent act or omission.

13. ADMINISTRATION OF THIS AGREEMENT

13.1. Applicable law

This agreement is governed by South African law.

13.2. Entire agreement

This is our only agreement with you. It replaces all previous agreements relating to the services which are specified in the Service Schedule(s).

No warranties, representations, or other terms (whether oral or in writing), aside from those mentioned in this agreement, will form part of this agreement.

13.3. Amendments to this agreement

This agreement can only be amended in writing by our authorised representatives. Amendments will only be valid if they are signed by both parties.

This agreement cannot be amended, and rights cannot be waived through conduct alone. If either party fails to enforce any clause in this agreement it will not affect the rights or responsibilities of the other.

13.4. Severability

If for some reason one part of this agreement becomes invalid or unenforceable, the rest of the agreement remains enforceable.

13.5. Interpretation

The general rule that an agreement must be interpreted against the drafter does not apply because we should each obtain independent legal advice to ensure that the agreement reflects our intentions.

14. SIGNATURE

By signing this agreement both parties indicate that we have read it and agree to its terms. We warrant that we are authorised to enter into this agreement and that the signatories who represent us are authorised to sign on our behalf.

This agreement may be signed on separate documents which will make up this agreement.

On behalf of Lead Gurus:	**On behalf of Client:**
Name:	Name:
Signature:	Signature:
Date:	Date:

SERVICE SCHEDULE: LEAD PROVISION

Service Schedule start date	
Service Schedule end date	
Special terms	Lead Gurus will not contact any leads provided to you for the purpose of marketing financial services, for a period of three months from the date that the lead was provided to you.

1. YOUR LEAD REQUIREMENTS

Age range (we recommend a maximum age of 55)	
Companies you represent:	
Do you prefer face-to-face or online meetings?	
Where are you situated?	

2. SERVICE DESCRIPTION

2.1. Lead Gurus pledges to provide you with strategically positioned client leads.

2.2. We contact leads and offer them your services. We obtain certain basic information from leads, obtain their consent.

2.3. All leads are sourced and supplied. You are solely responsible for confirming or rescheduling appointments.

2.4. We accept no responsibility for the actual sale; the appointment made merely represents a sales and marketing opportunity.

2.5. Leads will be provided in batches from 5- 50, with the option to extend or increase the quantity if you are satisfied with the service.

2.6. If you terminate this agreement and/or Service Schedule, all outstanding appointments will be fulfilled, **and we will not provide any refunds.**

- Lead Gurus is POPIA compliant.
- Lead Gurus is a member of the DMASA.

LEADS CRITERIA

2.7. Leads are categorised based on their monthly earnings.

2.8. Leads interested in Long & Short Term Insurance

2.9. Leads will be in the individual business target market, not corporate.

2.10. Warm leads will begin to be allocated as below:

- **R20-40 k - 10-15 working days**
- **R40-60k - 15-20 working days**

2.11. HOW WE IDENTIFY AND QUALIFY LEADS

2.12. We establish basic information required to match leads with your profile and requirements and cannot guarantee we can supply specific ethnic groups, provinces, virtual or Face meetings.

2.13. No obligation is imposed on the lead to commit to your recommendations or accept your services.

2.14. Your appointment with the lead must include a review of the lead's financial portfolio,

2.15. In alignment with our commitment to quality and professionalism, all calls are recorded, subject to rigorous quality checks, and shared with you on all packages.

3. WHAT HAPPENS AFTER THE LEAD HAS BEEN CONTACTED

3.1. Lead details are securely shared immediately. The telephone recording between the client and the call centre agent is also shared for transparency. Lead Gurus does not set up the appointment for the financial advisor as we don't have access to the FA diary but merely gets a date and time that the client can be called. The Financial advisor needs to set up the appointment with the client.

3.2. We cease contact with the lead after the appointment has been scheduled, and you must manage subsequent communication. Lead Gurus retentions department will only make contact with the client if you are unsuccessful in doing so.

3.3. Lead Gurus provides a "foot in the door" prospecting system and does not handle admin or rescheduling on your behalf.

4. YOUR RESPONSIBILITIES

4.1. You must not copy Lead Gurus in any communication with prospective clients.

4.2. **It is advisable to refrain from contacting the lead too soon after the initial email, as doing so may elicit a negative response. Individuals might perceive it as intrusive, particularly when they are occupied with other commitments, potentially leading to appointment cancellations**.

4.3. We tell all leads that the consultant will contact them within 48 hours

4.4. You must attend to and manage any complaints or opt-out requests received from leads.

6. What We Expect from the Client (Broker)

6.1 Introductory emails to prospects should be sent within 24 hours of receiving their information, without including Letters of Authority. In the initial email to the prospect, we suggest incorporating the following message: **"Good afternoon, my name is [Broker's Name], my marketing company has made contact with you on for us to meet to review your Financial Portfolio. I look forward to meeting with you. I will call you a day in advance to confirm."**

6.2 It is recommended not to use Lead Gurus name in correspondence, and all communication should be made on behalf of the broker.

6.3 The client is required to abstain from copying Lead Gurus (CC'ing) in any communication with prospective clients.

6.4 It is advisable to refrain from contacting the prospect too soon after the initial email, as doing so may elicit a negative response. Individuals might perceive it as intrusive, particularly when they are occupied with other commitments, potentially leading to appointment cancellations.

6.5 We tell all prospects that the consultant will call to confirm a day in advance to confirm. In the follow up call to the prospect, we suggest incorporating the following message: "**Hi, my**

name is [Broker's Name],, I am just confirming our meeting on [Date], to do a review on your Financial Planning, as per my e-mail dated [Date], I look forward to meeting you."

7. REPLACEMENTS AND REMOVALS

7.1. Lead replacements will be processed through a defined procedure, involving the submission of a replacement request via email.

7.2. You are responsible for contacting the lead for rescheduling if the initial meeting request is declined.

7.3. You must submit any replacement requests in writing.

7.4. The Replacements below(REFER TO 7.5) are considered as the following is supplied to the FA:-

- **ACTUAL TELEPHONE RECORDING BETWEEN THE AGENT AND THE CLIENT**
- **AI TRANSCRIPT & FULL DETAILS OF THE CLIENT**
- **AUTOMATED MAILS ARE ALSO SENT TO THE CLIENT AND YOU ADVISING OF THE PENDING APPOINTMENT.**

7.5. We only make up to : **NO EXCEPTIONS TO THE BELOW**

- 1 replacement on an order of 5 warm leads
- 2 replacements on an order of 10 warm leads
- 4 replacements on an order of 20 warm leads
- 6 replacements on an order of 30 warm leads
- 8 replacements on an order of 40 warm leads
- 10 replacements on an order of 50 warm leads

8. REPLACEMENTS WILL NOT BE CONSIDERED IF

- **The lead has been discussed or proposed over the phone.**
- **You obtained the lead's personal information before the meeting.**
- **You have had an appointment with the lead.**
- **The lead cancels due to no fault of Lead Gurus.**

8.1. Replacement requests must be communicated via email, and no recourse will be provided if not informed in writing.

8.2. Any other reason not explicitly mentioned, to be discussed and decided by Lead Gurus in our sole discretion.

9. PAYMENT

9.1. Payment is made in advance upon presentation of the invoice.

9.2. You must pay by EFT to the following bank account(as per Invoice issued)

9.3. We will only start calling leads upon receipt of payment.