

I CONFIRM THAT I ACCEPT THE DETAILED TERMS AND CONDITIONS BELOW:

Services Agreement

LEAD CONVERSION | **Pro**
CONNECTING YOU TO SUCCESS 

IMPORTANT DETAILS INCLUDED

Specific Services Offered

Term of Agreement

Payment Terms

Payment Penalties

Client Needs of Information

Roll Over Protection

Referral Compensation

Termination of Agreement

Confidentiality

Dispute Resolution

GENERAL SERVICES AGREEMENT

Fully Detailed Terms and Agreements included with Signed Docu-sign Contract

The Parties have duly affixed their signatures, by hand, electronic and/or have recorded their verbal agreement electronically signed agreement and 3rd Party Verification process.

THIS GENERAL SERVICES AGREEMENT (the "Agreement") BETWEEN (the "Client") AND Lead Conversion Pro (LCP) 3445 Winton Place Suite 114 Rochester NY 14623 (the "Service Provider").

BACKGROUND:

- A. The **Client** is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the **Client**.
- B. The Service Provider is agreeable to providing such services to the **Client** on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the **Client** and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Package Selected by Client:

Services Provided

- The **Client** hereby agrees to engage the Service Provider to provide the **Client** with services (the "Services") consisting of:
 - For Seller Pro - Prospecting for Referral Opportunities. Internet leads, FSBO, Off market, Expired, and JLJS (JLJS only in cases where data is low). For Internet Pro package – leads must be provided by client.
 - **Client** Personalized local tracking phone number.
 - Personalized Drip Marketing and Lead Nurturing Program.

- o Continual new data pull managed by an account manager and a Virtual Assistant. (access to data required or agent is responsible for delivery of mls data covering the full area being prospected)
- o Direct **Client** Appointment Calendar Integration. (**client must have and provide access to a Google Calendar account** to help ensure no double booking)
- We deal with highly complex technical systems and an enormous volume of data every day. Occasional glitches are infrequent but not unexpected in these systems and may cause some errors in data or communications. We make all efforts possible to correct these events quickly.
- The Services will also include any other tasks, which the Parties may agree on depending on the package that the client has selected according to the voice-log verification. The Service Provider hereby agrees to provide such Services to the **Client**.

Referral/Opportunities Definitions:

Guaranteed Opportunities will meet these criteria:

- 1) Seller/buyer must have a motivation
- 2) Seller / buyer must be looking to sell/buy within the next 6 months
- 3) Seller/buyer must be willing to speak with the agent within 48 hours
- 4) Lead verbally agreed that they are not listed on MLS or contracted with another agent
- 5) Verified contact information

These criteria will be applied to the following Opportunity types:

- o Phone Verified Leads (PVLs)
- o Live Transfers
- o Appointments
- Future Opportunities -These are bonus opportunities provided by LCP that are valuable additions to the pipeline. The Lead is on-board with what we are offering and is interested in selling or buying a property with one of our agents, but they have a timeframe greater than six months from the time of the call.

- Phone Verified Leads are expecting contact by client within a 48 hour period. Client agrees to make such contact to increase conversion rate.
- Referral opportunity is defined as a lead who has agreed they are not contracted with another agent, willing to meet with client for more information to learn about how you can help them achieve their real estate goals (selling/buying) and they are open to working with (You) the agent, now or in the near future.
- LEAD CONVERSION PRO is not responsible for the specific result of the referral beyond the lead agreeing to meet with “the agent” for an initial consultation about achieving their real estate goals.
- LEAD CONVERSION PRO is not responsible for no shows and cancellations when confirmation has been made by our ISA team.
 - All lead types are sent to **Client** for follow up and nurturing
 - All lead types are entered into **LEAD CONVERSION PRO** CRM, follow up and nurture campaign
 - **Client** takes appropriate follow up action, with immediate notification to **LEAD CONVERSION PRO** if such follow up results in a listing/buyer agreement.

Agent is responsible for using their local MLS system to make final determination of whether home is listed by another agent. LEAD CONVERSION PRO commits to using commercial Lead Gen systems that provide scrubbed data and to getting verbal confirmation from homeowner that they are not currently listed or working with another agent. LCP is not responsible for misrepresentation, misunderstanding or errors on the part of the homeowners’/leads’ report for their contract status.

We are not responsible for referral results, or seller/buyer dynamics, that are commonly expected in the residential real estate industry, including no shows who need to be rescheduled. As long as the referral meets the specified criteria previously stated, the unique circumstances and challenges of individual sellers/buyers is not within our control and do not invalidate the referral.

Terms of Agreement

For the Services rendered by the Service Provider, as required by this agreement, the **Client** agrees to:

- The term of this Agreement will begin on the launch date of this service agreement, whether written or verbally agreed to by recording, and remain in full force and effect, with automatic renewal, until terminated in writing by either party. (See Termination)
- **Length of Agreement and payment terms:** **Defined in your electronic Docusign agreement.** Lead Conversion Pro assumes the client's programs costs upfront as a loan to new clients. The monthly payment plan is in effect repayment of that loan as most expenses have been absorbed upfront by LCP. Due to the high cost of absorbing these upfront costs, early cancellation before contract term will still require full payments due. In the event that the client defaults on these payments, LCP reserves the right to collect the entire balance outstanding. Charges will appear on your banking/credit card statements as Lead Conversion Pro.
- **There are no refunds of payments made.**
- There will be some variation in the number of referral opportunities from month to month depending on data quality and the normal seasonal fluctuations in the real estate market but by end of contract, the guaranteed opportunity volumes will have been achieved. No guarantees are made or responsibility taken for the volume or level of closed sales.
- **Client** understands the need for and agrees to provide all information requested by **LEAD CONVERSION PRO**, including the Agent Profile form, social media credentials (for relevant packages) to facilitate an efficient and effective **Client** campaign launch. Such information is due within seven (7) business days from the date of signed contract. Failure to provide such information in a timely manner will delay **Client**'s launch and extend the term of this agreement by number of delayed days. **Extended delays may also cause monthly billing to precede Client Launch of services.** (Also see Data Sources). Lead Conversion Pro will delay the first billing date if launch delays are due to issues on our end.
- Client must complete onboarding webinar and intake call within 10 days of signing contract, failure to do so will delay the launch but not the billing cycle. Both sessions will be initially scheduled by Lead Conversion Pro to help ensure timely completion. **Clients must complete the Agent Profile form prior to the intake call otherwise the intake call will be rescheduled which may delay your launch but not delay monthly billing.**
- **Minimum Guarantee over the course of the contract, see terms in electronic Docusign contract.**

- Any demands by Client that the properties fall within a narrow range of criteria such as minimum home value, unusually limited distance, specific property types etc. must be negotiated in writing and set forth in this contract and **MAY** have the effect of reducing the Minimum Guaranteed volumes.
- **Distance Representation:** All referrals you receive will fall within the Targeted zips you provide and any zips within a 15 mile radius of your office. If client refers any LCP opportunities to another agent not a part of this service agreement, there will be a 25% Referral fee to be split 50/50 between Client and LEAD CONVERSION PRO)

ROLL OVER PROTECTION

- If Service Provider does not meet the minimums Guaranteed in the electronic DocuSign contract **by the end of the agreement term**, Roll Over Protection will begin. Roll Over Protection guarantees the **Client** that **LEAD CONVERSION PRO**, will continue to generate leads for **Client** until the stated **Client** guarantee is met and will do so at the sole expense of **LEAD CONVERSION PRO**, .
- Upon activation of Roll Over Protection, **Client** will remain responsible for an individual Maintenance Fee for the continuance of data services (i.e. RedX or Landvoice).

Termination:

- In the event that either Party wishes to terminate the autorenewal of this Agreement **at the end of the contract period**, that Party will be required to provide thirty (30) days' notice **in writing** to the other Party. Otherwise **this agreement will automatically renew under the same terms.**
- Termination by **Client** **within the length of Agreement term will not reduce or eliminate payments as described within Terms of Agreement.** To facilitate smooth and efficient off-boarding, an exit interview needs to be completed. And Early Terminations Fee may apply depending on cancellation request date.
- Due to the high costs incurred in setting up and servicing accounts, **all payments made are non-refundable.**

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. If an appointment needs to be rescheduled then it is the responsibility of the client to call the lead. Referrals are counted towards your goal unless formally "Withdrawn" for cause within 48 hours. (not meeting our stated Criteria above).

If Client does not “show up” for an appointment that has been confirmed by LCP, the opportunity is still valid and counts towards goals. Referrals are valid irrespective of whether Client is able to secure a separate appointment confirmation call with the lead.

Referrals are considered valid in cases where homeowner or buyer circumstances or demands fall within what is normally and reasonably expected in the industry, i.e. sellers who want to overprice, are underwater, have not maintained their home etc.

Client agrees to allow LCP opportunity to leverage alternative lead generation or conversion services of equal dollar value, we have available through our sister divisions, such as Power Brand Pro, if there are circumstances or challenges in achieving goals.

While our lead-generation and prospecting strategies are proven, it is critical that you the client follow specific strategies and tactics to maximize results. Knowing that every agent has a different background and experience level working with all lead types, one of the keys to our ability to guarantee your results is our ability to work collaboratively to ensure results. This collaborative effort requires you to engage with our strategists, coaches and marketing experts to help ensure lead conversion.

To uphold guaranteed volumes agreement, you agree to these policies and proven success strategies:

To Up-hold our Guarantee You agree to be responsible for:

- Have or be willing to institute at least 3 *Unique Value Propositions*
- Complete the Free Mastery Course within the first 2 months that we provide during onboarding.
- Timely notification on every LCP referral and lead opportunity when it becomes listed, pending and closed as well as consistent updates on status of the lead. Must input these updates in the CRM provided by LCP.
- Create four 30-second introduction videos to be used in Credibility service that we provide for you.
- In addition to our follow-up nurturing, agent must also follow-up with each opportunity at least 8-12 times by call, email, text, or direct mail etc. and document the lead follow up with notes in the LCP CRM.
- The agent under contract with Lead Conversion Pro is the agent going on any appointments that are provided, if other agents are assigned to go on any appointments set by LCP, then they must also complete the Free Mastery Course.
- Agent must show up for every appointment set and make a follow up call within 24-48 hour to every Phone Verified lead even if agent does not get an independent secondary confirmation.

- Must consistently have an active data provider account (i.e. Redx or Landvoice, Zillow, Realtor.com etc.) and MLS access and support making that data available to LCP. Agent must update LCP within one week of any changes to login credentials that would impact the flow of data to service their account.
- No declined payments or unreported listings that result in an Unreported Listing Service Fee from LCP.
- After 3 months, if you're not converting at a 10% rate expected you will attend a strategy session with a high converter on our platform.

All leads generated by Lead Conversion Pro receive two surveys from which we solicit their feedback on their experience with you and our service.

* **UVPs for Listing agents (examples only, you can edit statements as needed)**

1. Easy Exit Listing - I'm so confident that you will be satisfied with my service that.

you can cancel the contract at any time with no penalties if I'm not doing my job.

2. 30 Day Guarantee - If you want to try selling FSBO, no problem, if you find your own buyer in the next 30 days before I do, then you owe me nothing.

3. Communication Guarantee - You will get a live call/email from me every week letting you know what actions I've taken and what activity there has been on your property.

4. If I can't sell your property within the 1st 60 days, I'll reduce my seller's commission and add it to the buyer's agent commission.

5. If I can't sell your property within 90 days, I will pay you \$500.

6. Flexible commission options - we are willing to offer alternatives to traditional commission.

7. Free professional Photography - One of the number #1 ways to get buyers to consider a property is the quality of the images used.

Referral Compensation

- For the services rendered by the Service Provider as required by this Agreement, the **Client** will provide additional compensation to the Service Provider, as stated below. Referral Payments are to be made to the Brokerage with the name of
- **List Assist of Rochester, LLC**
343 State St.
Rochester Ny 14650-1002

Client must send closing statement with referral payment.

- o 20% Broker-to-Broker fee on gross commissions for all closed listings for Seller Pro packages. 10% Broker-to-Broker fee on gross commissions for on buyer transactions; paid to **List Assist of Rochester, LLC** within 7 business days of the agent/broker receiving their commission.
- o All non-appointment Opportunities, Leads or Listing Leads prospected, nurtured and referred by an LCP ISA that result in a **Client** Listing and ultimate sale or purchase of a home will be specific cause for timely payment of the stated Referral Compensation.
- o If Client is unable to accept a referral for any reason and subsequently refers it to another agent, there will be a 25% Referral fee to be split 50/50 between Client and List Assist of Rochester.

If you are unable or unwilling to service one of these leads or opportunities LEAD CONVERSION PRO will refer the property to a top agent from our nationwide network of agents who is willing to provide service to the property owner.

If you refer one of our leads to another agent in your network you must provide us the name of the receiving agent so that we can send them the attached Referral Agreement form. Our team will track the property and collect a 25% referral fee upon closing from the receiving agent. We will split this 25% referral fee with you on a 50/50 basis.

Note: LEAD CONVERSION PRO collects a Finder's Fee of \$150 for any unreported properties that we find independently that have been listed and/or closed as a result of leads or opportunities we have provided to our clients or referred out by our clients. There are additional interest and fees due for unpaid fees post-closing. No fees or penalties are collected if listings and closing are reported by client in a timely manner.

Data Sources:

- If **Client** is to provide data to **LEAD CONVERSION PRO**, the **Client** is required to send such data at a minimum of three (3) times per week.
- If **Client** provides access to existing data accounts, or accounts arranged for **Client** by **LEAD CONVERSION PRO**, the latter will pull available data no less than three (3) times per week.

- **Due to the extensive upfront costs and resources of securing a lead or referral Client** agrees to provide **LEAD CONVERSION PRO**, notification of any Listings and Sale of properties or buyer purchase resulting from a lead provided by LEAD CONVERSION PRO within 48 hours of such transaction.

Payment Penalties

- In the event that the **Client** does not comply with the rates, amounts, or payment dates or payment terms as provided in this Agreement, a late payment penalty will be charged as follows:
 - The **Client** will pay a surcharge on any late payment in the amount of 5% of the late amount. The **Client** will pay interest on any late payment at the annual interest rate of 10 %.
- In the event that **Client** fails to notify **Lead Conversion Pro**, of a real estate sale within 7-days of closing, it will result upon discovery, in an automatic invoice and be subject to same penalties as stated immediately above.
- Payment transactions that result in a declined charge will be subject to a \$35.00 service fee per decline.

The Client who is the signatory of this agreement is fully and wholly responsible for all payments due irrespective of any shared payment arrangements they may have made with other parties.

Collections:

If your account becomes delinquent and has to be referred to our collections department, a collector, a collection agency, or attorney, you are responsible for all costs incurred to bring the account to the contracted agreement amount for the length of the contract. This also will include interest, late fees, court fees, attorney fees, legal fees, collection fees, and any other costs associated in the collection of your contract and may adversely affect your credit report.

You agree to being contacted by our company and/or affiliates electronically and will provide proof that you have resolved any concerns regarding your contract in writing to our company or affiliates.

We monitor your account for unreported listings and closings according to our Terms & Conditions. If we find any unreported property closings, you authorize LCP to charge your account for full amount of payment and fees due. This clause remains in effect for any lead generated to you on LCP and its affiliates behalf.

Confidentiality

Confidential information refers to any data or information relating to the business of the **Client** which would reasonably be considered to be proprietary to the **Client** including, but not limited to, accounting records, business processes, and **Client** records and that is not generally known in the

industry of the **Client** and where the release of that Confidential Information could reasonably be expected to cause harm to the **Client**.

- The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information or data which the Service Provider has obtained, except as authorized by the **Client** or required by law. This obligation will survive for a period of three (3) years from the termination of this Agreement.
- All written and oral information and materials disclosed or provided by the **Client** to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Ownership of Materials and Intellectual Property

- All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider. The **Client** is granted a non-exclusive limited-use license of this Intellectual Property.
- Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

Capacity/Independent Contractor

- In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the **Client** acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

- All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - **Lead Conversion Pro,**
3445 Winton Place, Suite 114, Rochester, NY 14623
Email: info@leadconversionpro.comor to such other address as any Party may from time to time notify the other in writing.

Limitation of Liability

The parties agree that Lead Conversion Pro is not liable to the Client or any agent, employee, assignee, or other representative of the Client for any mistake or error in judgment or for any act or omission made in good faith and believed by Lead Conversion Pro to be within the scope of authority conferred or implied by this Agreement. Client agrees to hold harmless and indemnify Lead Conversion Pro from and against all claims, losses, expenses, attorneys' fees, costs and judgments that may be asserted against Lead Conversion Pro resulting from any acts or omissions of Lead Conversion Pro and/or its employees, agents, assignees or representatives.

Clients are responsible for ensuring any services rendered or communications delivered are in accordance with real estate and service guidelines and regulations in place for their particular region, state or country. This does not eliminate payments due.

Modification of Agreement

We reserve the right to update the General terms and conditions at any time when necessary to help clarify services and processes, and you agree to abide by the most recent version of this Agreement the most recent version will be hosted on our Website, update notifications will be sent out via email. No changes will be made to your targeted goals, fees or payments during the course of the contract.

Assignment

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the **Client**.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance

with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

It is also agreed that any legal disputes between the parties shall be brought and litigated in a court of proper jurisdiction located in Monroe County, New York.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

NON-DISPARAGEMENT.

Each Party agrees not to intentionally engage in any form of conduct, or make any statements or representations, that disparage or otherwise harm the other Party's reputation, goodwill, or commercial interests. If you/we are in violation of this clause and refuse to withdraw the disparaging statements within 24 hrs after notice has been given by the aggrieved party, the aggrieved party shall be liable for monetary losses to the corporation/business. This amount will be calculated per documented loss of revenue associated with the negative comments.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach

Miscellaneous.

- A. New York law governs this Agreement and this Agreement shall be enforced to the fullest extent allowed under New York law. If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain valid, binding, and enforceable at all times.
- B. This Agreement shall be binding on, and operate to the benefit of the parties hereto and their respective members, managers, employees, agents, insurers, officers, directors, representatives, heirs, and assigns
- C. This Agreement and all exhibits attached hereto comprise the entire agreement between the parties with respect to its subject matter and incorporate and integrate all previous promises or understandings with respect to the subject matter contained herein.