



AGENT AGREEMENT

THIS **AGENT AGREEMENT** (this "Agreement") is made and entered into effective as date written next to the Independent Contractor's signature below, by and between **American Generations Insurance Group, LLC d/b/a, AGI FINANCIAL** a Texas corporation having its primary place of business in Texas ("AGI Financial") and the individual or entity executing the agreement as set forth below (the "Independent Contractor").

WHEREAS, AGI Financial and Independent Contractor are engaged in forming and maintaining a cohesive agency for the sale of insurance products; and,

WHEREAS, AGI Financial has obtained the rights to be a managing general agency for Contracted Insurance Companies (as defined below);

WHEREAS, AGI Financial is willing to permit the Independent Contractor to engage in sales of products of the Contracted Insurance Companies, subject to the terms of this Agreement and the requirements of such insurance companies;

WHEREAS, AGI Financial is engaged in activities or is a party to contracts which require maintaining the confidential nature of certain activities and information so as to properly perform under said contracts or so as to maintain AGI Financial's competitive advantage in the marketplace; and,

WHEREAS, the Independent Contractor will have access to or knowledge of the confidential information regarding AGI Financial's business activities or confidential information used in AGI Financial's business activities or confidential information used in AGI Financial's business or industry; and

WHEREAS, AGI Financial desires to make Independent Contractor aware of the confidential nature of these activities and the information and to obtain from Independent Contractor a commitment not to disclose any confidential information, except as provided in this Agreement; and

WHEREAS, AGI Financial has an investment in its client, vendor, independent contractor, and employee relationships, and these relationships are necessary and important to the continued success of its business; and

WHEREAS, the Independent Contractor is prepared to acknowledge the pre-existing nature of these relationships and to refrain from interfering with or disturbing these relationships to the detriment of AGI Financial.

NOW THEREFORE, in consideration of (i) a contract to sell the products of the Contracted Insurance Companies through AGI Financial's relationship with such companies, (ii) marketing incentives from time to time made available by the Contracted Insurance Companies through AGI Financial for a limited time period, (iii) access for a limited time period to marketing tools and services (including, but not limited to, leads, AGI Financial's website and email use, etc.) and (iv) other new good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Compliance with Laws and Regulations.** The Independent Contractor shall comply with all federal, state and local laws, regulations and rules applicable to the Independent Contractor's solicitation of insurance products, and all rules, policies, procedures, and standards which are provided to the Independent Contractor by a regulatory agency, AGI Financial or by any AGI Financial Contracted Insurance Companies.
 - (a) The Independent Contractor shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to AGI Financial and shall maintain such license(s) in good standing at all times during the term of this Agreement.
 - (b) The Independent Contractor shall complete pre-contracting or appointment paperwork with the AGI

Financial Contracted Insurance Companies prior to soliciting the sale of a product, if required.

- (c) The Independent Contractor shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other material of provided to the Independent Contractor by AGI Financial or any AGI Financial Contracted Insurance Companies unless submitted and approved in writing by AGI Financial and/or the AGI Financial Contracted Insurance Companies. The Independent Contractor shall not create any material that references AGI Financial or AGI Financial Contracted Insurance Companies unless submitted and approved in writing by AGI Financial and/or the applicable AGI Financial Contracted Insurance Companies.
2. **Lead Purchase Program.** AGI Financial, by itself or through its Affiliates, has developed a lead program (the "Lead Program") for qualified members of its associated insurance agents to buy leads from AGI Financial or its Affiliates for use solely in connection with the sale of insurance and recruiting insurance agents for AGI Financial Contracted Life Insurance Companies (solely within or pursuant to AGI Financial's contract with those insurance companies).
- (a) **Request for Leads;** By agreeing to this Agreement, the Independent Contractor requests AGI Financial to supply it with leads at the rate assigned at the time of receipt of such leads and in the geographical area(s) requested which shall be a part of this Agreement. Independent Contractor may change the geographic territory for requested leads by requesting it from AGI Financial or its Affiliate, as applicable. The other terms of this Agreement shall not be modified by the submission of a new territory request.
- (b) **Diligent Use of Leads.** Independent Contractor agrees to best efforts to work and solicit the number of leads requested on a weekly basis and to ensure that any leads provided to the Independent Contractor or Independent Contractor down-line agents are diligently and legally solicited.
- (c) **Limited Use of Leads.** Independent Contractor agrees and understands that all leads provided to it or to its down-line agents must only be used (i) to sell insurance or products authorized by AGI Financial through AGI Financial or AGI Financial Contracted Life Insurance Companies or (ii) to recruit insurance agents to sell insurance or products through AGI Financial Contracted Life Insurance Companies (solely within or pursuant to AGI Financial's contract with those insurance companies). Independent Contractor further agrees and understands that if it uses leads from the Lead Program to sell insurance or products or recruit agents for any other insurance company, insurance agency, or other person entity or entity, then AGI Financial may demand or require the termination of the Independent Contractor's contract with the Contracted Insurance Company and may terminate this Agreement. AGI Financial may further recover all commissions earned on such sales.
- (d) **AGI Financial to Supply Leads.** AGI Financial, by itself or through its Affiliates or contractors, agrees to use commercially reasonable efforts to make available to Independent Contractor leads on a weekly basis so long as such leads are available and Independent Contractor is in compliance with the terms of this Agreement.
- (e) **Payment for Leads; Default.** Independent Contractor agrees to pay for each lead received by it (exclusive of any free leads that may be provided by AGI Financial from time to time), including any associated charges assessed by AGI Financial or its Affiliates from time to time relating to the Lead Program, as detailed in an invoice, on the scheduled date and via the payment method authorized by the Independent Contractor. In the event of default on my obligation to pay AGI Financial or its Affiliate, Independent Contractor shall be responsible for and promptly pay (i) interest on the amount owed at the rate of 1 and 1/2 percent (1.5%) per month or the highest legally permitted rate, whichever is lower; and (ii) AGI Financial's costs of collecting such debt, including without limitation, reasonable attorneys' fees.

(f) **Termination by AGI Financial.** AGI Financial may terminate or suspend Independent Contractor's participation in the Lead Program upon written notice by AGI Financial, with or without cause. Independent Contractor further understands and agrees that it is not entitled to participate in the Lead Program if any of the Independent Contractor's contracts with any AGI Financial Contracted Insurance Company is terminated, if its license to sell insurance is suspended or revoked, or if it defaults on any its obligations in this Agreement. Independent Contractor understands that it is obligated to pay for all leads billed or received prior to and for a period of not more than thirty (30) days following the termination of Independent Contractor's participation in the Lead Program.

3. **Repayment of Chargebacks; Guarantee; Other Debt.** The Independent Contractor agrees to immediately repay to AGI Financial all compensation received from policies in which premiums have been returned or in which the policy or compensation has been subject to recapture ("chargebacks"), including any chargeback of an agent down-line from the Independent Contractor. The Independent Contractor further guarantees and agrees to pay all debt of the Independent Contractor owed to AGI Financial or its Affiliates (defined below) by the Independent Contractor or by any down-line agent from the Independent Contractor, including without limitation chargebacks and debts for the purchase of leads or marketing materials. The Independent Contractor agrees to be subordinate to the right of AGI Financial to offset or apply all compensation received against any indebtedness of the Independent Contractor to AGI Financial or AGI Financial

Contracted Insurance Companies. The Independent Contractor agrees that any reasonable attorneys' fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Independent Contractor to AGI Financial. The Independent Contractor agrees that AGI Financial may rely upon information received from the applicable carrier as conclusive in the determination of commissions and chargebacks due either party under this Agreement. Interest will accrue on any unpaid principal balance due AGI Financial at one and one-half percent (1.5%) per month.

4. **Commissions as Collateral.** As collateral security for the prompt payment in full of amounts due from Independent Contractor to AGI Financial or its Affiliates in this Agreement (including without limitation the guarantee of down-line agents' debts set forth above), Independent Contractor pledges and grants to AGI Financial a lien on and security interest in and to all of Independent Contractor's right, title and interest in all of the Independent Contractor's commissions obtained or to be received by the Independent Contractor (or in which Independent Contractor has any interest) and accounts receivable, whether now owed to Independent Contractor or hereafter earned from the sale of insurance or from the renewal of any existing insurance policy whether now existing or hereafter coming into existence and wherever located (all being collectively referred to in this Agreement as "Collateral", including, without limitation, all proceeds, tort claims, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the Collateral).

"Independent Contractor shall give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of AGI Financial) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable AGI Financial to exercise and enforce the rights under this Agreement with respect to such security interest. Notwithstanding the foregoing, Independent Contractor hereby irrevocably authorizes AGI Financial at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral consistent with the meaning of such term under this Agreement, or as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the Uniform Commercial Code of the State of Texas or any other Uniform Commercial Code jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Independent Contractor is an organization, the type of organization and any organization identification number issued to the Independent Contractor . "

5. **No Convictions/Authority to Act as Insurance Independent Contractor.** Independent Contractor certifies that he or she has never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that Independent Contractor has received written authorization from the applicable state insurance commissioner, including without limitation any authorization specifically referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, subsection (3) (2) granting permission to work in the insurance industry.

6. **Protected Information about Customers.** The Independent Contractor will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain insurance products and/or services through the Independent Contractor. The Independent Contractor will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents or representatives of the Independent Contractor who need to use the information in connection with underwriting, claims administration or other servicing of products and/or services for a particular consumer or customer. The Independent Contractor will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except: as necessary in underwriting, administering claims, or otherwise servicing the consumer or customer transaction requested or authorized by the consumer or customer; or as otherwise permitted under the Gramm-Leach-Bliley Act, and any other applicable federal and/or state regulations and legislation. The Independent Contractor will establish appropriate standards for safeguarding Protected Information within the Independent Contractor's control, i.e., the Independent Contractor will establish his/her own internal security guidelines.

7. The Independent Contractor acknowledges and understands:

(a) **Independent Contractor Obligations.** That as a licensed insurance agent it is the Independent Contractor's responsibility to completely understand the products, commission schedules, commission chargeback provisions, and other pertinent features and benefits pertaining to the companies and products that the Independent Contractor contracts with and to properly solicit these products to consumers in accordance with the insurance solicitation laws and consumer protection laws within the state(s) where the Independent Contractor holds a resident and/or non-resident license.

(b) **E&O Insurance.** That the Independent Contractor must maintain errors and omissions insurance coverage (E&O); that AGI Financial does not provide such E&O coverage to or for the Independent Contractor; and, that the Independent Contractor is responsible for purchasing and maintaining his/her own E&O coverage.

(c) **Independent Contractor.** That the Independent Contractor is agreeing to be a part of the many independent contractors associated with AGI Financial. As such the parties to this Agreement acknowledge that the relationship under this Agreement is one of independent contractor and does not constitute any relationship of employer and employee, franchisor and franchisee, partnership or joint venture between the parties. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Independent Contractor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. While AGI Financial may provide to the Independent Contractor leads or, in certain circumstances, the service of setting appointments with prospective clients upon times directed as available by the Independent Contractor, the Independent Contractor understands that all costs of the Independent Contractor remain his/her responsibility as an independent contractor.

(d) **Ownership of Customers/Clients Lists and Book of Business.** That the clients solicited by the Independent Contractor for AGI Financial Contracted Insurance Companies are also the clients/customers of AGI Financial and the respective AGI Financial Contracted Insurance Companies.

8. **Non-Disclosure of Information.**

(a) The Independent Contractor recognizes and acknowledges that certain confidential and proprietary information (the "Confidential Information") of AGI Financial, as may exist from time to time, are valuable, special and unique assets of AGI Financial's business, and that access to and knowledge of this confidential information are valuable to the Independent Contractor for the performance of the Independent Contractor's duties. Such Confidential Information includes, but is not limited to any and all business of technical information such as:

1) Any and all methods, formulas, processes, techniques, practices, marketing and sales information, personnel data, financial data, plans, and all other know-how and trade secrets which are in the possession of AGI Financial, no matter what the source, and which have not been published or

disclosed to the general public;

- 2) AGI Financial's business methods and practices, including pricing methods, contract terms, and practices;
- 3) Compilations of data or information, including but not limited to AGI Financial's business, customer lists, agents list, agent e-mail address lists, leads lists, potential customers list and list of contact information for customers and agents of AGI Financial;
- 4) Any other information that is not generally known to the public, including but not limited to information about AGI Financial's operations, personnel, products or services, which if misused or disclosed, could have a reasonable possibility of adversely affecting the business of AGI Financial. Independent Contractor agrees to treat all information obtained from AGI Financial as confidential, whether written or oral and regardless of whether it is marked or otherwise designated to be confidential. The Independent Contractor recognizes and acknowledges that AGI Financial has undertaken efforts to maintain the confidentiality of the Confidential Information. While under contract or associated with AGI Financial and for a period of five (5) years following the termination of the provision of services for whatever reason, the Independent Contractor agrees that he will not disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall the Independent Contractor make use of any such Confidential Information for his own purposes or for the benefit of any person, firm, corporation, or other entity (except AGI Financial) under any circumstances. It is expressly understood and agreed that any Confidential Information constituting a trade secret under the applicable state or federal statute protecting trade secrets shall have the greater of (x) the protections afforded in this Agreement or (y) the protections afforded pursuant to such statute.
- 5) All business material and marketing materials provided to the independent contractor at no initial cost will be returned immediately upon termination of his/her contract or at which time AGI FINANCIAL deems in necessary to discontinue working the independent contractor. The repayment of all materials provided will be paid at the original purchase price if not returned within 48 hours of request.

(b) **Exceptions.** After the termination of the Independent Contractor's provision of services to AGI Financial these restrictions shall not apply to such Confidential Information:

- 1) which is then, or from time to time thereafter in the public domain (provided that the Independent Contractor was not responsible, directly or indirectly, for permitting such Confidential Information to enter the public domain without AGI Financial's consent);
- 2) which is obtained from a third party which is not obligated under an Agreement of confidentiality to AGI Financial, or
- 3) which was known to Independent Contractor prior to disclosure by AGI Financial; provided, that such information is not subject to another Confidentiality Agreement with or other obligation of secrecy to AGI Financial or any other party.

(c) **Required Disclosure.** In the event that Independent Contractor is requested or required (by oral questions, interrogatories, request for information or documents, subpoenas, civil investigative demand or similar legal process) to disclose any Confidential Information supplied to Independent Contractor in the course of Independent Contractor's provision of services with AGI Financial, it is agreed that Independent Contractor will provide AGI Financial with prompt notice of such request(s), so that AGI Financial may seek an appropriate protective order or, if appropriate, waiver of compliance to the provisions of this Agreement. Independent Contractor will use Independent Contractor's best efforts to obtain, or assist AGI Financial in obtaining, such a protective order. It is further agreed that, if in the absence of a protective order or the receipt of a waiver provided under this Agreement, Independent Contractor is nonetheless, in the opinion of Independent Contractor's counsel, legally compelled to disclose the information to any tribunal or governmental authority or else stand liable for contempt or

suffer other censure or penalty, Independent Contractor may disclose such Information to such tribunal or authority. Independent Contractor will not be liable for such disclosure unless it was caused by or resulted from a previous disclosure not permitted by this Agreement.

(d) **Notification of Disclosure.** Independent Contractor shall promptly notify AGI Financial in writing of any unauthorized, negligent or inadvertent use or disclosure of the Confidential Information of which Independent Contractor has knowledge.

9. **Work for Hire.** Independent Contractor's services and production is being produced as a "work for hire" for the benefit of AGI Financial, and all right, title and interest in Independent Contractor's work or production, including without limitation, all ideas, inventions, and other developments or improvements conceived or reduced to practice by the Independent Contractor, alone or with others, during the Independent Contractor's relationship with AGI Financial, that are within the scope of AGI Financial's business operations or that relate to any of AGI Financial's work or projects, shall be the exclusive property of AGI Financial. In addition, Independent Contractor hereby irrevocably, unconditionally and absolutely assigns AGI Financial any copyright, patent, or other proprietary interest it may obtain or acquire in any way, relating to these items of production in all territories and in media or technology now existing or developed in the future. AGI Financial shall hold the exclusive rights in and to each element of the production. All right, title, and interest of every kind and nature, whether now known or unknown, in and to any intellectual property, including, but not limited to, any inventions, patents, trademarks, service marks, copyrights, films, scripts, ideas, creations, and properties invented, created, written, developed, furnished, produced, or disclosed by Independent Contractor, in the course of his relationship with AGI Financial shall, as between Independent Contractor and AGI Financial, be and remain the sole and exclusive property of AGI Financial for any and all purposes and uses, and Independent Contractor shall have no right, title, or interest of any kind or nature in or to such property, or in or to any results and/or proceeds from such property.

10. **Definitions:**

- (a) "*Affiliates*" shall mean the affiliates of AGI Financial, each of whom are deemed to be third-party beneficiaries to the terms of this Agreement.
- (b) "*Contracted Insurance Companies*" shall mean any insurance company with whom AGI Financial has served as a managing general agent during the twelve (12) months immediately prior to the termination of the services of Independent Contractor to AGI Financial (including without limitation, Americo, Mutual of Omaha, and Assurity).
- (c) "*Final Expenses Insurance*" shall mean permanent insurance policies payable on the insured's deaths to cover costs associated with the death of the insured, including but not limited to funeral and burial expenses, with a face benefit amount of no greater than \$25,000.00.
- (d) "*Group Life Insurance*" shall mean term insurance covering a group of people where the underwriter's consideration is the size and turnover of the group and the financial strength of the group, and where individual proof of insurability is not a consideration in underwriting.
- (e) "*IMO*" shall collectively mean a master general agent, managing general agent or independent marketing organization.
- (f) "*Life Insurance Products*" shall have the same meaning as is customary for life insurance products or life insurance policies that are the same or substantially similar to those life insurance products or life insurance policies sold, marketed, promoted or transacted by AGI Financial during Independent Contractor's relationship with AGI Financial; provided, however, that the term 'Life Insurance Products' shall also include annuities and annuity contracts and provided further that the term 'Life Insurance Products' shall not include Final Expense Insurance and Group Life Insurance.
- (g) "*Restriction Period*" shall mean the period of time Independent Contractor provides services to AGI Financial or services as a down-line agent of AGI Financial and for a period of two (2) years following the

termination of Independent Contractor's provision of such services.

(h) "*Third Party Life Insurance Company*" shall mean any life insurance for whom AGI Financial does not currently serve as its IMO. By way of example and not of limitation, nothing in this Agreement shall prohibit the Independent Contractor from selling a term life insurance product with a return of premium rider of a Third Party Life Insurance Company if the life insurance companies represented by AGI Financial do not offer a term life insurance product with a return of premium rider.

11. **Conflicting Insurance Companies and IMO's:** It is the intent of the parties to form a cohesive sales force for the sale of insurance products nationwide, including Life Insurance Products. Therefore, AGI Financial and Independent Contractor shall cooperate to use their collective best efforts to recruit and maintain a cohesive sales force. Therefore, during the term of Independent Contractor's appointment with AGI Financial or as a down-line agent of AGI Financial for any Contracted Insurance Company and for a period of twelve (12) months following termination of that appointment, Independent Contractor will not directly or indirectly obtain any other appointment with the Contracted Insurance Companies to solicit or to sell Life Insurance Products without prior written consent from AGI Financial. Independent Contractor agrees that if it is already contracted with a Contracted Insurance Company through an entity other than AGI Financial, then Independent Contractor hereby requests all Contracted Insurance Companies to terminate Independent Contractor's contract with such other entity and to appoint Independent Contractor only through AGI Financial.
12. **Master General Independent Contractor; Independent Marketing Organization.** Independent Contractor acknowledges and understands that AGI Financial has a relationship with the Contracted Insurance Companies as a managing general agent in which AGI Financial recruits and manages agents to sell insurance for the Contracted Insurance Companies ("the down-line agents") and AGI Financial is "upline" to all such agents. The Independent Contractor is a down-line agent of AGI Financial and is appointed to sell insurance as a general agent or producer of the Contracted Insurance Companies. During the Restriction Period, the Independent Contractor shall not: (a) contract as a managing general agent with, or (b) provide similar or related services as provided by a managing general agent, including but not limited to the recruitment, solicitation, or provision of sales leads to down-line agents, to any Contracted Insurance Company.
13. **Non-Solicitation of Customers.** During the Restriction Period, the Independent Contractor shall not: (a) solicit or otherwise establish or seek to establish any business relationship relating to the sale of Life Insurance Products with the customers of AGI Financial, except on behalf of AGI Financial or as a down-line agent of AGI Financial whereby AGI Financial shall receive compensation from a Contracted Insurance Company for any sales resulting from such solicitation: (i) who were customers during the twelve (12) months immediately preceding the termination of Independent Contractor's provision of services to AGI Financial; or (ii) with whom the Independent Contractor had contact while an Independent Contractor of AGI Financial or of AGI Financial's Affiliates; or, (b) encourage or advise such customers to sever, discontinue or not renew any agreement or relationship to AGI Financial. For purposes of this Agreement, the term "customers" includes, without limitation, insurance agents purchasing leads from AGI Financial or its Affiliates and individuals to whom down-line agents of AGI Financial have sold Life Insurance Products of Contracted Insurance Company.
15. **Non-Solicitation of Employees and Independent Contractors.** During the Restriction Period, the Independent Contractor shall not, directly or indirectly:
 - (a) solicit for the provision of services or employment any employee or independent contractor of AGI Financial or its Affiliates, (b) advise or recommend to any other person that they employ or solicit for provision of services any

employee or independent contractor of AGI Financial or its Affiliates, or (c) encourage or advise such employees or independent contractors to sever, discontinue or not renew any agreement or relationship to AGI Financial or its Affiliates, or (d) otherwise establish or seek to establish any business relationship with any such employee or independent contractor relating to the sale of Life Insurance Products.

16. **Media Consent and Release.** Independent Contractor understands that Independent Contractor may, in the course of attending events related to AGI Financial or in other venues or activities, be interviewed, photographed or otherwise have his/her likeness, voice or name recorded, photographed, or otherwise captured in a variety of media. Independent Contractor hereby gives consent to photographing and video recording and to the recording of Independent Contractor's voice, likeness and name. AGI Financial and its Affiliates are hereby authorized to use or cause to be used still photographs or video recordings, recordings of Independent Contractor's voice, name and likenesses for advertising, publicity, commercial or other business purposes without further compensation owed by AGI Financial to Independent Contractor. AGI Financial and its Affiliates are also authorized to display said still photographs or video recordings, recordings of Independent Contractor's voice and name on websites and any other media. The photographs, video recordings and/or voice recordings or reproductions, or any portion thereof, may be used singularly or in conjunction with other photographs, video recordings and/or voice recordings. Independent Contractor further authorizes AGI Financial and its Affiliates to reproduce, or cause to be produced, distribute, display and use such photographs, video recordings and voice recordings. The same may be exhibited in all domestic and foreign markets. Independent Contractor understands that other parties may use and/or reproduce, distribute, display or use said photographs, video recordings and/or voice recordings with the Company's consent. Independent Contractor hereby releases AGI Financial and its Affiliates, their directors, officers, agents, employees, customers and the Company's appointed advertising agencies, officers, directors, agents and employees, from all claims of any kind on account of such use.

17. **Term: Termination.**

(a) **Term and Agreement to Modifications or Renewals.** The term of this Agreement continues from the date of signing until terminated as provided in this Section.

(b) **Renewal of Temporary Access to AGI Financial Products.** In consideration for the Independent Contractor's initial agreement to the terms of this Agreement, AGI Financial, by itself or through its Affiliates, is making available to Independent Contractor tools, websites, products, services and incentives of AGI Financial and its Affiliates as are generally offered to all insurance agents associated with AGI Financial. (These items are referred to in the "Now Therefore" recital paragraph on the first page of this Agreement and are referred to as "AGI Financial Products".) Independent Contractor's access to the AGI Financial Products will cease on the anniversary date of this Agreement or at such other time as AGI Financial will notify Independent Contractor. Independent Contractor may renew his or her access to the AGI Financial Product only by agreeing in writing to such terms and conditions of any reaffirmation, amendment or modification of this Agreement as may be presented by AGI Financial from time to time. Independent Contractors expressly understands that his or her access to the AGI Financial Products is not permanent and is subject to termination by AGI Financial even if this Agreement is not terminated. Independent Contractor acknowledges and agrees that a renewal of his or her access to AGI Financial Products shall serve as independent consideration for any such reaffirmation, amendment or modification as shall be executed at the time of renewal.

(c) **Method of Termination of this Agreement.** The relationship and services between AGI Financial and Independent Contractor may be terminated by either party at any time by providing notice to the other party, notwithstanding the terms of any other Agreement entered into between the parties, provided however the ongoing provisions of this Agreement shall continue in accordance with their terms.

(d) **Post-Termination Obligations.** Because the Independent Contractor may be utilizing the intellectual property of AGI Financial pursuant to a non-exclusive, limited license or without permission, upon termination of Independent Contractor's provision of services to AGI Financial or to the Contracted Insurance Companies, for whatever reason, Independent Contractor shall:

- 1) Immediately deliver to AGI Financial all property and materials including but not limited to all business and technical information under this Section, regardless of whether or not it is confidential or proprietary which pertains to or belong to AGI Financial.
- 2) Immediately cease holding himself or itself out as being affiliated with AGI Financial in any way, including, without limitation, through use of internet websites, internet addresses, e-mail addresses, business cards, use of AGI Financial's name, trademarks and logos, and so forth; and,
- 3) Immediately transfer to AGI Financial any URL, domain name or website identification utilizing the intellectual property of AGI Financial, including without limitation the initials "AGI Financial."

18. **Breach and Enforcement.** In executing this Agreement, Independent Contractor acknowledges that he has carefully read and considered and understands all of the provisions of this Agreement. Independent Contractor agrees without reservation that each of the restraints contained in this Agreement are necessary for the reasonable and proper protection of the legitimate business interests of AGI Financial and that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area. Independent Contractor expressly acknowledges that AGI Financial would suffer irreparable injury in the event of a breach or threatened breach of these covenants, AGI Financial shall be entitled to an injunction restraining Independent Contractor from breaching said covenants; provided, however, that nothing in this Agreement shall be construed as prohibiting AGI Financial from pursuing any other remedies available for such breach or threatened breach, including but not limited to the recovery of damages from Independent Contractor.
19. **Extension of Restrictions.** During any period of time in which the Independent Contractor is in violation or contravention of any provision of this Agreement, the duration of any applicable period of restriction shall be suspended and shall not resume until such time as the Independent Contractor is in full compliance to the terms of said provision, so as to provide AGI Financial to the full benefit of the period of non-competition or non-solicitation.
20. **Hold Harmless.** The Independent Contractor agrees to indemnify and hold harmless AGI Financial against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from a breach of this Agreement, any debt owed by Independent Contractor or agents down-line from Independent Contractor to AGI Financial or its Affiliates, or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Independent Contractor or any of the Independent Contractor's agents or employees. Notwithstanding the foregoing, the Independent Contractor shall not be obligated to indemnify AGI Financial for the amounts of any Losses which have actually been reimbursed to AGI Financial pursuant to errors and omissions liability insurance maintained by the Independent Contractor.
21. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
22. **Governing Law; Submission to Jurisdiction.** AGI Financial has offices in Williamson County, Texas and conducts a substantial amount of its business activities from that location, including without limitation, the lead program from which the Independent Contract purchases lists of potential customers from AGI Financial. This Agreement shall be governed by and construed in accordance to the laws of the State of Texas, without regard to principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of Texas and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto hereby irrevocably and unconditionally agrees:
- a) to be subject to, and hereby irrevocably and unconditionally submits, to the exclusive jurisdiction of the courts of Williamson County, Texas and of the federal district court, which includes Williamson County, for the purposes of any action, suit or

proceeding (including appeals to their respective appellate courts) arising out of this Agreement or the transactions contemplated hereby (and agrees not to commence any action or proceeding except in such courts), and

- b) to the fullest extent permitted by law, that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to this provision shall have the same legal force and effect as if served upon such party personally within the State of Texas.

23. **Assignment.** The rights and obligations of AGI Financial under this Agreement shall inure to the benefits of and shall be binding upon the successors and assigns of AGI Financial.
24. **Entire Agreement.** This instrument contains the entire Agreement of the parties with respect to the subject matter hereof. The Agreement may not be changed orally, and any change or amendment must be in writing signed by the party against whom enforcement of any waiver, modification, extension or discharge is sought.
25. **Construction/ Severability.**
- 1) **Construction.** All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine, or neuter gender as the context requires. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- 2) **Severability.** The provisions of this Agreement and all of its subparts are separate and independent, regardless of the use of the words "and" or "or". Any provision of this Agreement and all of its subparts or any word, clause, sentence, or other portion thereof shall be modified or deleted in such a manner as to make the provision hereof, as modified, legal and enforceable to the fullest extent permitted under applicable law.
- 3) **Liquidated Damages.** Independent Contractor acknowledges that the disclosure of Confidential Information and engaging in the prohibited acts of solicitation would likely result in economic loss or damage to AGI Financial, its Affiliates and their business. The parties hereto recognize that it would be difficult to determine the actual amount of these damages; therefore, the parties agree that AGI Financial shall be entitled to liquidated damages in the amount equal to the amount of the all payments, commissions, and bonuses paid to Independent Contractor by AGI Financial and the Contracted Insurance Companies for the immediately preceding twelve (12) month period. The parties hereto agree that this amount represents a fair and reasonable approximation of the actual damages that may be incurred by AGI Financial in the event of the unauthorized disclosure of Confidential Information. It is further provided that, in the event of breach by the Independent Contractor, the Independent Contractor shall forfeit all amounts remaining due and owing to the Independent Contractor at the time of termination. Nothing in this Agreement shall prevent or prohibit AGI Financial from seeking injunctive relief from any court of competent jurisdiction for any breach of this Agreement by Independent Contractor.
26. **Attorneys Fees.** Should it become necessary to enforce any provision of this Agreement in either a court of law or equity, the prevailing party in any such action shall be entitled to recover its costs related to enforcement or the collection of any sum and damages provided under this Agreement, including reasonable attorneys' fees.
27. **Consent to Electronic Agreement & Notice; Method of Acceptance.**
- a) **Agreement & Notice.** In the event that the Independent Contractor enters into this Agreement by electronic means through the AGI Financial's website or by email, Independent Contractor hereby agrees and consents that this Agreement shall be legally binding upon Independent Contractor's estate, heirs, executors, administrators, personal representatives, successors and assigns. Independent Contractor

hereby waives any and all defenses that this Agreement was not in writing or properly executed as may be required by the statute of frauds or any other similar law, rule or regulation. Independent Contractor hereby agrees that AGI Financial fulfills its obligation to deliver to Independent Contractor any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from the AGI Financial website. Independent Contractor represents that Independent Contractor will download the relevant document promptly after receiving notice of its availability. Should Independent Contractor experience any difficulty opening a document electronically delivered by AGI Financial, Independent Contractor will promptly advise AGI Financial in order to allow AGI Financial to make the required delivery by other means. Failure to advise AGI Financial of such difficulty within forty-eight (48) hours after delivery shall serve as an affirmation that Independent Contractor was able to receive and open said document.

- b) **Method of Acceptance.** Independent Contractor indicates acceptance of the Agreement and all of the terms and conditions contained or referenced in the Agreement by signing below or by signing the agreement and returning it to AGI's corporate offices.

28. **Third Party Beneficiaries.** Due to the integrated use of services and products by Independent Contractor from AGI Financial and its Affiliates, the Independent Contractor and AGI Financial agree that all of AGI Financial's Affiliates, shall be third party beneficiaries under this Agreement for purposes of enforcing the reimbursement obligations, confidentiality and non-solicitation provisions contained in this Agreement relating to the business of AGI Financial and its Affiliates and any losses suffered by such Affiliates as a result of Independent Contractor's breach of any terms of this Agreement. The parties agree that any Affiliate below may join, with the written consent of AGI Financial, any legal action seeking to enforce the terms of this Agreement against any other undersigned party in breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

AGI Financial:

AMERICAN GENERATIONS INSURANCE GROUP, LLC. d/b/a. AGI Financial

Brian A Piacentini

Name: Brian A. Piacentini Brian A. Piacentini

Title: President and Chief Executive Officer ACCEPTED

AND AGREED:

INDEPENDENT CONTRACTOR:

Name:

Signature:

[Redacted Signature]

Date:

[Redacted Date]

State of Residence:

[Redacted State]