



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 pre-need and life insurance products; and,

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

WHEREAS, AGI Financial is willing to permit the Independent Contractor to engage in sales of products of the Contracted Pre-Need and Life 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 community 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 Pre—Need and Life 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 training material 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 Pre-Need and Life 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 Pre-Need and Life 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 Pre-Need and Life Insurance** Companies unless submitted and approved in writing by AGI Financial and/or the AGI Financial Contracted Pre-Need and Life Insurance Companies. The Independent Contractor shall not create any material that references AGI Financial or AGI Financial Contracted Pre-Need and Life Insurance Companies unless submitted and approved in writing by AGI Financial and/or the applicable AGI Financial Contracted Insurance Companies.
2. **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 Pre-Need and Life 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.
3. **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.
4. **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.
5. **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.

6. **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.

7. **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.

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 (PRINT):

Signature:

Date:

State of Residence:

