

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 II, LLC d/b/a**, AGI Financial, a Texas limited liability company having its primary place of business in Georgetown, Texas ("AGI Financial" and / or "Company") and the individual or legal entity executing this Agreement as set forth below (the "Independent Contractor" and / or "Receiving Party").

WHEREAS, AGI Financial and Independent Contractor are engaged in forming and maintaining a business relationship for the sale of pre-need and life insurance products; and,

WHEREAS, AGI Financial has obtained the exclusive rights to be an Independent Marketing Organization (IMO) for two or more 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 and conditions of this Agreement and the requirements of such Contracted Insurance Companies;

WHEREAS, AGI Financial is engaged in business activities with funeral homes or funeral service providers and / or is a party to contracts with funeral homes or funeral service providers which require maintaining the confidential nature of such activities and information so as to properly perform under said contracts and to maintain AGI Financial's competitive advantage in the marketplace; and,

WHEREAS, Independent Contractor will have access to and / or knowledge of the confidential information regarding 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 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 a substantial investment in its client, vendor, independent contractor, and employee relationships and that these relationships are necessary and important to the continued success of AGI Financial's 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.

WHEREAS, AGI Financial and all Technological Intellectual Property Rights therein are, and will remain, the sole and exclusive property of Company. All Company Technology shall be used by the independent contractor solely for the purposes of developing sales and sales relationships for AGI Financial.

WHEREAS, AGI Financial and all Artificial Intelligence Intellectual Property Rights therein are, and will remain, the sole and exclusive property of Company. All Company Technology shall be used by the independent contractor solely for the purposes of developing sales and sales relationships for AGI Financial.

WHEREAS, AGI Financial and all its Passwords are, and will remain, the sole and exclusive property of Company. Company recognizes access to said passwords to contracted representatives doing business by and for AGI Financial. All Company Passwords shall be used solely by the independent contractor for the purposes of developing sales and sales relationships for AGI Financial and under no circumstances will be shared with non-contracted individuals, businesses or entities.

NOW THEREFORE, in consideration of (i) a contract to sell the products of the Contracted Insurance Companies and funeral homes or funeral service providers through AGI Financial's relationship with such companies,(ii) any

marketing incentives made available by the Contracted Insurance Companies through AGI Financial, if any, (iii) access to marketing tools and services provided by either or both AGI Financial or any Contracted Insurance Company, if any, 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 pre-need and life 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 or funeral service 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 pre-need or life 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 shall maintain a minimum persistency rate of 80% and is subject to termination if that persistency rate falls below 80% for a period of more than 6 months.
- d. The independent shall maintain a minimum production rate of 4 issued policies per year and is subject to termination if that production rate falls below 4 issued policy's for a period of 12 months.
- e. 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** or funeral homes or funeral service providers unless submitted and approved in writing by AGI Financial and/or the AGI Financial Contracted Insurance Companies and funeral homes or funeral service providers. The Independent Contractor shall not create any material that references AGI Financial or AGI Financial Contracted Insurance Companies or funeral homes or funeral service providers unless submitted and approved in writing by AGI Financial.

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. 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 or funeral homes or funeral service providers. 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 three and one-half percent (3.5%) per month.

3. Commissions as Collateral. As collateral security for the prompt payment in full of amounts due from Independent Contractor to AGI Financial or its agents 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 and against any and 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 Independent Contractor's 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).

4. **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, fraud, breach of fiduciary duty 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.

5. **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.

6. **The Independent Contractor acknowledges and understands:**
 - a. **Independent Contractor Obligations.** That as a licensed pre-need or life insurance agent it is the Independent Contractor's responsibility to completely understand the products, processes, 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 and market 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 all Independent Contractors contracted with AGI Financial must maintain errors and omissions insurance coverage (E&O) along with their current Life Insurance License; 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. Any independent contractor directly contracted to AGI Financial may not choose to waive the E&O coverage for their downline agents by assuming all responsibility for and liability of their downline agents.

 - 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.

7. Non-Disclosure of Information.

Description of Type of Information and Disclosing Party's Efforts in Developing Information

- A. **WHEREAS**, the Company has been investing considerable capital, time and effort in establishing a proprietary position with respect to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships and pre-need insurance policies and other products and has confidential and proprietary information relating thereto;
- B. **WHEREAS**, the Company at times receives information from its customers or others which the Company is obligated to treat as confidential or proprietary;
- C. **WHEREAS**, Receiving Party wishes to establish a business association with the Company and, in the course of Receiving Party's association with the Company, will have access to certain of such confidential or proprietary information pertaining to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships and pre-need insurance policies or other products or to the business affairs of the Company; and
- D. **WHEREAS**, the Company is willing to discuss and perhaps establish a business association with Receiving Party conditioned only upon the Receiving Party hereby agreeing to protect the Company's confidential and proprietary information.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the association with the Company of Receiving Party, the Parties hereto agree as follows:

1. Definition of Confidential Information

"Confidential Information" shall mean information relating to brokering funeral services and/or funeral arrangements, distributions, marketing and strategic partnerships, website content, artificial intelligence, training, passwords and pre-need insurance policies developed by the Company or other products or the business affairs of the Company of a proprietary or confidential nature, whether communicated orally or in writing, including by way of illustration and not limitation,

- a. information concerning research and development activities,
- b. manufacturing and processing techniques and know-how,
- c. software, firmware and computer programs, artificial intelligence, passwords and elements of design relating thereto (including, for example, programming techniques, algorithms, inference structures and the construction of knowledge bases),
- d. designs, drawings and formulas,
- e. cost, profit and market information,
- f. financial and other business information with respect to the Company that the Company has not made publicly available,
- g. customer business information, including products of the Company ordered, prices and delivery schedules, and
- h. any information disclosed to the Company by any third party which the Company has agreed, or is otherwise obligated, to treat as confidential or proprietary.

2. Exclusions

Receiving Party, however, shall have no liability to the other party, under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- a. Has become generally known or available to the public without breach of this Agreement by the Receiving Party if it was in use by the receiving party prior to signing this agreement;

- b. Was known by the Receiving Party before receiving such information from the Company;
- c. Has become known by or available to Receiving Party from a source other than the Company, without any breach of any obligation of confidentiality owed to the Company, subsequent to disclosure of such information to it by the Company before receiving such information by the company;
- d. Has been disclosed to persons regularly employed by the Receiving Party who have previously agreed in writing not to disclose such information or to use such information for any purpose other than to assist it to determine whether to pursue the Business Purpose when it can be proven that this information shared with the Receiving party was established before relationship with the Company;
- e. Can be proven that it has been independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information;
- f. Has been provided to the Receiving Party with a written statement that it is provided without restriction on disclosures; or
- g. Has been approved for release or use by written authorization of the Company.

3. Obligations of Receiving Party

The Receiving Party acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with the proposed acquisition or other business relationship, of any of the Confidential Information. Receiving Party agrees to:

- a. To hold the Confidential Information in strict confidence;
- b. Not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the Company in writing;
- c. To use all reasonable precautions, consistent with the Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- d. Not to make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Company to Receiving Party except such as are necessary for Receiving Party's internal communications in connection with the Business Purpose; and
- e. Not to use any Confidential Information for any purpose other than the Business Purpose with AGI.
- f. Not to replicate, duplicate or create any like variation of the technology used by the Company concerning websites, webinars, artificial intelligence, passwords or any other medium used in delivering information to the receiving party and its agents.

4. Required Disclosures

Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

5. Return of Confidential Information

Receiving Party shall return all written material, photographs and all other documentation made available or supplied by the Company to Receiving Party, and all copies and reproductions thereof, on request.

6. Retention of Legal Rights

The Company retains all rights and remedies afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

7. Injunctive Relief

Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the Company. Accordingly, the Receiving Party hereby unconditionally and specifically

agrees that the Company will have the right to obtain an immediate injunction against any breach and / or threatened breach of this Agreement, as well as and in addition to the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Covenant Not To Complete With AGI Financial

In consideration of Company's agreement to provide Receiving Party with, as well as any future provision of, Confidential Information and third party information, as well as its agreement to provide training, marketing and increased business opportunity to Receiving Party, all as set forth above, Receiving Party agrees, that during the course of any business dealings or directly or indirectly related to the marketing and sale of pre-need insurance policies by and between the Parties and for a period of five (5) years thereafter, Receiving Party agrees not to directly or indirectly compete with Company in the sale, marketing, management, training, technology, passwords or participation of any kind of business or business model incident to the marketing, sale, training, technology, passwords and management of pre-need insurance policies similar to the information shared through this disclosure, or establish or partner with a competing business, or Insurance Carrier for pre-need insurance within the entirety of the United States of America.

Receiving Party acknowledges that Company has a legitimate business and financial interest in preventing it from competing with it following termination of any discussions or business dealings with Receiving Party. Furthermore, Receiving Party hereby agrees to and acknowledges that such Non-Compete provisions set forth herein are reasonable in both time and geographic restriction due to the unique nature of Company's business and business model. Receiving Party understands and agrees that damages for a violation of the Covenants Not To Compete herein will not be subject to a reasonable determination in many cases, and, therefore, it agrees to the imposition of an injunction against it to enforce the provisions of this Covenant Not To Compete. Receiving Party hereby agrees to reimburse Company for any and all damages, of any type or character, attorney's fees and expenses, through any appeals, that Company may incur in its enforcement of this Covenant Not To Compete.

9. Term of Agreement

This Agreement applies to all Confidential Information that is disclosed by the Company to the Receiving Party during the period that begins on the date set forth below and ends three (3) years thereafter. The obligations of this Agreement will remain in effect for an additional five (5) years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

10. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth writing and signed by both parties to this Agreement.

11. Governing Law

This Agreement shall be governed by the laws of the State of Texas as applied to contracts entered into and to be performed entirely within the State of Texas.

12. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, parent companies, subsidiaries, partnering entities or individuals and assigns.

8. Definitions:

- a. "**Agents**" shall mean the agents 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.
- c. "**Funeral Homes or Funeral Service Providers**" shall mean any establishment or business intended for the procurement, facilitation, preparation or administration of services dealing with the burial or cremation of human remains.
 - d. "**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.
 - e. "**IMO**" shall collectively mean a master general agent, managing general agent, 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. "**Pre-need Insurance**" shall mean 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 for the sale of insurance products pertaining to pre-arranged funeral services.

9. **Master General Independent Contractor; Independent Marketing Organization (AGI).** Independent Contractor acknowledges and understands that AGI Financial has a relationship with the Contracted Insurance Companies as an IMO in which AGI Financial recruits and manages other IMO's 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.

- a. **Hold Harmless.** Independent Contractor hereby agrees to indemnify, defend 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 agents, 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.
- b. **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.
- c. **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 and throughout the State of Texas. 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:
 - i. 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, Texas, 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

- ii. 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.

10. Master General Independent Contractor; Independent Marketing Organization (AGI Financial's Contracted Funeral Homes).

Independent Contractor acknowledges and understands that AGI Financial has a relationship with various contracted funeral homes, "the Contracted Funeral Home and Funeral Services Network", in which AGI Financial recruits and manages other IMO's to sell funeral packages and pre-need insurance for the Contracted Funeral Home and Funeral Services Network ("the down-line agents") and that AGI Financial is "upline" to all such agents. The Independent Contractor is a down-line agent of AGI Financial and is appointed to sell funeral packages and pre-need insurance for the Contracted Funeral Home and Funeral Services Network as a general agent or producer of the Contracted Funeral Home.

- a. **Hold Harmless.** Because of the exclusive distribution and servicing agreement between AGI Financial and AGI's contracted funeral homes, the Independent Contractor agrees to indemnify, defend and hold harmless AGI Financial and AGI's contracted funeral homes, "the Contracted Funeral Home and Funeral Services Network", 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, fraudulent solicitation of any and all pre-approved funeral packages, fraudulent promises of performance outside of the strict limitations of the pre-set funeral packages, any debt owed by Independent Contractor or agents down-line from Independent Contractor to AGI Financial or their Contracted Funeral Home and Funeral Services Network" or its agents, 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 in any representation of the funeral home and the funeral services network. Notwithstanding the foregoing, the Independent Contractor shall not be obligated to indemnify AGI Financial or AGI's contracted funeral homes for the amounts of any losses which have actually been reimbursed to AGI Financial or AGI's contracted funeral homes pursuant to errors and omissions liability insurance maintained by the Independent Contractor. The IMO and/or its downline agents agree to act in good faith as a representative of their Contracted Funeral Home and Funeral Services Network pursuant to the mandatory training offered by AGI Financial. The IMO's and its downline agents will comply with all Federal, State and Local regulations during the course of any sale or solicitation of a AGI's contracted funeral home's product or package. All fraudulent solicitation of funeral products and packages that are sold in violation of the terms and approved pre-set packages is strictly prohibited. AGI's contracted funeral homes and the vendors associated with their Funeral Services Network will not be held liable for any/all lawsuits filed as a result of false advertising or promises made by the soliciting independent agent during the course of the sale in an effort to make a sale.
- b. **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.
- c. AGI Financial has offices in Williamson County, Texas and conducts a substantial amount of its business activities from that location and throughout the State of Texas. 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:
 - i. 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, Texas, 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

- ii. 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.

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

AMERICAN GENERATIONS II, LLC. d/b/a. AGI Financial

Brian A. Piacentini

Name: Brian A. Piacentini

Title: Chief Executive Officer ACCEPTED

AND AGREED:

INDEPENDENT CONTRACTOR:

Name:

Print: _____

Signature: _____ Date:

State of Residence: _____

AGI Financial contacting submission guidelines only require the last page of this agent agreement, the signature page, be returned to our contracting department. By initialing below, you acknowledge that you were given access to this contract in its entirety, along with the Outbound Engine Acknowledgment, received this contract in its entirety, read this contract and understood this contract in its entirety by your IMO/upline manager and that AGI Financial provided the entire contract to you, and made it publicly available on its website space.

Initial: _____ Date:



Providing You A Gateway Into AGI Financial’s Broker Marketing Suite

The Independent Contractor acknowledges and understands that AGI Financial has a unique distribution opportunity and carries a special relationship with Outbound Engine (a separate and independent company) who serves as a marketing and advertising resource of and for AGI Financial and it’s independent insurance agents. AGI Financial promotes a one of a kind distribution method that, in order to promote success, requires the implementation of several strategies that Outbound Engine is specifically suited for. The Independent Contractor agrees and understands that AGI Financial requires all IMO’s and independent insurance agents, not contracted at the lowest commission level, to establish an account with Outbound Engine to service and host their marketing suite which is offered at a promotional discounted rate and paid for by the independent contractor. By signing below, the independent contractor agrees and acknowledges that a referral to Outbound Engine will be made on their behalf and that the IMO or agent will establish their marketing suite at that time.

I Agree _____

Initial Here

Print Name

Sign

Date

AGI Financial's Privacy Statement

By Clicking the "I Agree" button, you agree to the terms and conditions set forth in the AGI Financial Privacy Statement outlined below.

I AGREE

This privacy statement describes how American Generations II, LLC (DBA AGI Financial) collect, use, protect and share the personal information of our agents and customers. Agents and customers include those who visit our website, use our websites and mobile apps, use our partnered relationships, participate in our digital service programs, purchase our leads, purchase our packages and otherwise interact with us in any capacity.

The data controller of your personal information is the AGI Financial entity in the jurisdiction where your personal information is collected. Please note that in some countries, there may be an additional entity that is the data controller.

Our agents and agencies are owned and operated as independent contractors, who are independent businessmen and women. This privacy statement does not apply to our agents or agencies websites or mobile apps they operate outside of the AGI Financial platform they participate in.

1. Use of Our Online Services and Other Technology

We, and our vendors who provide services to us, may use cookies, web beacons and other similar technologies on our online services and in other areas related to our business, such as online advertising, to collect information and provide you with the services or products that you have requested.

Cookies and other technologies

A "cookie" is a small text file that is placed onto an Internet user's web browser or device and is used to remember and/or obtain information about the user. Some countries in which we operate may have a cookies policy. That specific information, by country, is provided below.

A "web beacon" is a small object or image that is embedded into a web page, application, or email and is used to track activity. They are also sometimes referred to as pixels and tags.

Please note the following:

- You might be assigned a cookie when using our online services.
- We offer certain features that are available only through the use of cookies and other similar technologies.
- We may use both session (for the duration of your visit) and persistent (for the duration of a fixed period of time) cookies and other tracking technologies.
- Our online services and other areas related to our business may have web beacons.

We may use cookies, web beacons and other similar technology, to collect information for the purposes described in this privacy statement. We may also combine the information collected by these technologies with information we have collected about you by other means that are described in this privacy statement.

We may use these technologies to:

- uniquely identify you or your device;
- allow you to access and use our online services, where without them, our online services may not work properly;
- further system security where appropriate;
- statistical purposes, in order to measure use of our websites and mobile apps;
- improve our products and services;
- help us monitor the performance (e.g., traffic, errors, page load time, popular sections, etc.) of our online services;

- remember you, for your convenience, when you visit our online services
- help customize your experience;
- to market to you through targeted advertising; and
- for other purposes described in the section of this privacy statement titled, “How we use the information we collect.”

For example, we may use certain technologies to determine whether you have opened an e-mail or selected a link contained in an e-mail, how you use the pages and content in our mobile apps, or whether you have selected an AGI Financial online advertisement or informational campaign.

Both we and others (such as our advertising networks) may use these technologies to collect information about your online activities, over time and across third-party websites and devices, and when using our online services to further personalize your experience with us.

Some newer web browsers may have a "Do Not Track" preference that transmits a "Do Not Track" header to the websites you visit with information indicating that you do not want your activity to be tracked. AGI Financial does not currently take actions to respond to Do Not Track signals because a uniform technological standard has not yet been developed. We continue to review new technologies and may adopt a standard once one is created.

Where video is available on our online services, we may target and track the videos you view. You consent to our tracking of your video viewing through online services or third-party social media for up to two years, or as otherwise permitted by applicable law, or until you withdraw your consent.

More information regarding how cookies and technology are used in a country in which you are a customer may be available in the country specific addendum.

Targeted advertising

When you use our online services, we (and our vendors who provide services to us) may collect information about your activities so that we can provide you with advertising tailored to your interests.

Because we take part in advertising (“ad”) networks, you may see certain ads on other websites. Ad networks allow us to target the information we send you, your targeted prospects or clients based on your interests, other information related to you, and contextual means. These ad networks track your online activities over time by collecting information through use of cookies, web beacons, and web-server logs. The ad networks use this information to show you advertisements that may be of particular interest to you. The ad networks we take part in may collect information about your visits to websites that also take part in the relevant ad network, such as the pages or advertisements you view and how you use the websites. We use this information, both on our online services and on third-party websites that take part in the ad networks, to provide you with advertising tailored to you, and to help us assess how effective our marketing is.

2. Links to Other Websites and Social Media

Our online services may offer links to websites that are not run by us but by third parties. If you visit one of these linked websites, you should read the website’s privacy policy, terms and conditions, and their other policies. We are not responsible for the policies and practices of third parties. Any information you give to those organizations is dealt with under their privacy policy, terms and conditions, and other policies.

We may also have providers of other apps, tools, widgets and plug-ins on our online services, such as Facebook “Like” buttons, which may also use automated methods to collect information about how you use these features. These organizations may use your information in line with their own policies.

3. Information Security

We are committed to taking appropriate measures designed to keep your personal information secure. Our technical, organizational and physical procedures are designed to protect personal information from accidental, unlawful or unauthorized loss, access,

disclosure, use, alteration, or destruction. While we make efforts to protect our information systems, no website, mobile application, computer system, or transmission of information over the internet or any other public network can be guaranteed to be 100% secure.

4. Information we collect

We may collect personal information about you when you visit our website, use our websites and mobile apps, use our partnered relationships, participate in our digital service programs, purchase our leads, purchase our packages and otherwise interact with us in any capacity. The information we collect falls into three categories: (a) information you provide us; (b) information we collect through automated methods, and (c) information we collect from other sources.

Generally, your providing of your personal information is voluntary. However, there may be situations where your providing of personal information is necessary to provide a service or is required by law. Please note that in certain cases, we may be unable to provide you with our services unless you provide the information. We will let you know when the providing of your personal information is necessary.

We may combine the information you provide us, with information that is collected through automated methods, and with information we receive from other sources.

We collect information you provide us

You may provide the following information to us, depending on how you interact with us:

- personal details, such as your name, postal and email addresses, phone number, birthday information and other contact information, when you register with our online services, log-in to our website, sign up to use one of our partnered vendor services, purchase our leads or any of our packages or contact us by phone or through our online services;
- transaction information, including information about the products you buy, prices, method of payment and payment details;
- account information, such as your username or password (or anything else that identifies you within AGI Financial) used to access our online services or to buy or use our products and services;
- profile information, including products and services you like, or times you prefer to visit us; and
- other personal information you choose to provide us when you interact with us; such as personal contact information, client information or information of clients and prospects for the use of our services.

We collect information through automated methods

We may use automated technology to collect information from your computer system or mobile device when you visit our website, use our websites and mobile apps, use our partnered relationships, participate in our digital service programs, purchase our leads, purchase our packages and otherwise interact with us in any capacity. Automated technology may include cookies, local shared objects, and web beacons. There is more information below about cookies and other technologies in Section 6.

We may collect information about your:

- internet protocol (IP) address;
- computer or mobile-device operating system and browser type;
- type of mobile device and its settings;
- unique device identifier (UDID) or mobile equipment identifier (MEID) for your mobile device;
- device and component serial numbers;
- advertising identifiers (for example, IDFAs and IFAs) or similar identifiers;
- referring website (a site that has led you to ours) or application;
- online activity on other websites, applications or social media;
- communications to us or regarding us on social media;
- client information;

- prospective client information;
- lead purchases; and
- activity related to how you use our online services, such as the pages you visit on our sites or in our mobile apps.

Our online services and technology may collect information about the exact location of your mobile device or computer using geolocation and technology such as GPS, Wi-Fi, Bluetooth, or cell tower proximity. For most mobile devices and computer systems, you are able to withdraw your permission for us to collect this location information by using the device or web-browser settings. If you have any questions about how to prevent us from collecting exact information about your location, we recommend you contact your mobile-device service provider, the device manufacturer, or your web-browser provider. Some online services technology may not work properly without information about your location. By law, we may need to keep certain information.

We collect information from other sources

We may collect information about you from other companies and organizations. We may also collect information that is publicly available. For example, we may collect information about you when you interact with us through social media.

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5. How We Use The Information We Collect

We may use the information we collect in the following ways.

To provide our services and contract with you:

- carry out your requests, fulfill lead and product orders, and process payments for our products and services;
- communicate with you about your orders, purchases or accounts with us, requests, questions, and comments;
- provide online services to you, which includes our websites or mobile apps; and
- provide customer support, including to process any concerns about our services.

To market to you, improve our services, and the following additional legitimate business interests:

- tell you about our products and services, competitions, offers, promotions or special events that we believe may interest you;
- tell you about the products and services of our business partners;
- personalize your experience in our agency and on our online services;
- manage our business, including developing new products and services, conducting consumer and operations research, and assessing the effectiveness of our sales, marketing, and advertising;
- use analytics and profiling technology to personalize your experience, deliver content (including advertising) tailored to your interests and how you use our online services, manage our business, help diagnose technical and service issues, administer our online services and in-store technologies, identify users of our online services, identify a device for fraud prevention purposes, gather demographic information about our customers, and determine usage patterns of our services;
- maintain, manage, and improve our products, offers, promotions, and online services and other technology;
- ensure the security of our networks and systems.

To comply with applicable law:

- protect against, identify and prevent fraud and other crime, claims and other liabilities;
- comply with legal obligations and our policies;
- establish, exercise or defend a legal claim; and
- monitor and report compliance issues.

With your consent (where required by applicable law), we may use the information we collect for the following purposes:

- to send you e-mails or text messages about our products and services, competitions, offers, promotions or special events that we believe may interest you;
- to send you e-mails or text messages about the products and services of our business partners;
- deploy cookies and similar technologies; and
- provide online services to you, which includes our websites or mobile apps.

We may use the information we collect about you in other ways, which we will tell you about at the time we collect it or for which we will seek your consent.

6. How We Share The Information We Collect

We do not sell your personal information and only share your information as described in this privacy statement. Please note that some state statutes may define a “sale” to include sharing of personal information with third parties for valuable consideration. Many companies have common arrangements with online advertising networks and analytics companies that may potentially be considered sales under these definitions.

We may share your personal information within the AGI Financial Family. The AGI Financial Family includes American Generations, II, LLC, our affiliates, our subsidiaries, and our franchisees. These organizations include Global Atlantic, National Guardian Life, Outbound Engine and Secure Agent Marketing. Members of the AGI Financial Family who receive this information from us are not authorized to use or share the information, except as set out in this privacy statement.

We may share your personal information with vendors who provide services to us, such as fulfilling orders, providing data processing and other information technology services, managing promotions, contests, prize draws and sweepstakes, carrying out research and analysis, and personalizing the individual AGI Financial agent and customer experiences. **We do not allow these vendors to use this information or to share it for any purpose other than to provide services on our behalf.** We may also share your personal information with vendors and partners who use the information to detect or prevent fraud for AGI Financial, and who may use the information to provide fraud detection and prevention services to others.

We may, for strategic or other business reasons, decide to sell or transfer all or part of our business. As part of that sale or transfer, we may pass information we have collected and stored, including personal information, to anyone involved in the sale or transfer.

There may be times where we may share information when it does not directly identify you. For example, we may share anonymous, aggregated statistics about your use of our online services and products. Or we may combine information about you with other agents and customers and share the information in a way that does not link to a specific agent or customer.

We have the right to use or share personal information as necessary to keep to any law, regulation or legal request, to protect our online services and technology, to bring or defend legal claims, to protect the rights, interests, safety and security of our organization, our employees or franchisees, or members of the public, or in connection with investigating fraud or other crime, or violations of our policies.

Your Personal Information Rights

In certain countries, individuals are entitled to the right to access, correct, transmit, restrict, delete and object to processing of the personal information we have collected. In these certain countries, individuals are also entitled to withdraw consent to processing of personal information.

7. Retention

We keep your information for the length of time needed to carry out the purposes outlined in this privacy statement and to adhere to our policies on keeping records (unless a longer period is needed by law). Our records policies reflect applicable laws. We will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this statement.