

American Benefit Planners, LLC
Agent Marketing Agreement

This **vested** marketing agreement (“AGREEMENT”) is entered into by and between American Benefit Planners, a Texas Limited Liability Company (ABP AGENCY), and _____, the undersigned, as agent (“AGENT”).

Section 1: Relationship and Scope of Authority: Subject to the mutual covenants and agreements set forth herein, ABP AGENCY hereby appoints AGENT to act as a marketer for ABP AGENCY and to represent ABP AGENCY in promoting, soliciting sales of, and selling the products offered by and through ABP AGENCY and its authorized insurance carriers and benefit providers (“CARRIER”). The relationship of AGENT TO ABP AGENCY shall be that of an independent contractor, and nothing herein shall be construed to create the relationship of employee and employer, partners or co-venture’s. AGENT is free to exercise own judgment as to the time and manner for performing services required under this AGREEMENT acknowledging guidelines promoted by the CARRIER. AGENT is also free to exercise own judgment as to the persons from whom AGENT will solicit applications and the time and place of solicitation, subject to compliance with applicable law. AGENT and SUB-AGENTS are authorized to solicit applications with respect to the products offered for sale through ABP AGENCY and to the CARRIERS that ABP AGENCY represent, to forward those applications for processing, and to collect the initial premium payment due (as applicable) on such applications. AGENT and SUB-AGENTS shall make no representations, warranties or commitments of any type to applicants as to the issuance of a policy or coverage of specific medical conditions or claims, nor will AGENT or SUB-AGENTS incur any liability or debt on behalf of ABP AGENCY or any CARRIER.

For purpose of this AGREEMENT, CARRIER means any insurance company or benefit provider with whom ABP AGENCY has entered into a marketing agreement.

For the purpose of this AGREEMENT, SUB-AGENT means a person or entity that (i) has executed a Marketing Agreement with ABP AGENCY after being solicited by AGENT to do so or (ii) has executed a Marketing Agreement with ABP AGENCY independent of any solicitation by AGENT, and has been duly appointed by ABP AGENCY to assist AGENT in the performance of duties under this AGREEMENT.

AGENT shall have the right to solicit new SUB-AGENTS in any state where authorized by ABP AGENCY, where AGENT is properly licensed as an insurance AGENT and pursuant to rules and policies adopted by ABP AGENCY from time to time; provided, however, that such SUB-AGENTS are duly licensed with the proper state insurance department; provided further, that AGENT shall be responsible for any misappropriation or shortage of funds due ABP AGENCY or any CARRIER due to the actions of

such SUB-AGENTS. ABP AGENCY or the CARRIER shall have the right to deny appointment of any proposed SUB-AGENT of AGENT or to terminate ABP AGENCY’S relationship with any SUB-AGENT of AGENT for any reason, with or without cause. Upon thirty (30) days written notice to AGENT, ABP AGENCY may, in its sole discretion and without incurring any liability to AGENT or Sub-Agents, discontinue conducting all or any part of its business within all or any part of AGENT’S territory or any other territory even if ABP AGENCY is still licensed and authorized therein.

AGENT represents and warrants to ABP AGENCY now and at all times during the effectiveness of this AGREEMENT that AGENT holds all licenses, certifications, bonds, errors & omissions and insurance necessary to perform services under this AGREEMENT and that the state insurance regulatory authorities and all other appropriate governmental authorities with jurisdiction over AGENT have not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on AGENT’S licenses, certifications, or qualifications necessary to perform under this AGREEMENT.

AGENT is financially responsible to ABP AGENCY, and CARRIERS, and their assigns, for any and all debit balances due by AGENT, any SUB-AGENT, or any SUB-AGENT from which AGENT receives an override. In the event any such debit balance or account is not paid in full when due as described in Section 8, the debit balance or account will be transferred to the account of Agent and Agent agrees to pay the same. Coincident with that transfer, all rights to any and all future Earned Commissions attributable to the account, and tax benefits, will also be transferred to AGENT.

Section 2: Compensation: Subject to all terms and conditions of this AGREEMENT, AGENT shall be compensated with the commissions specified in the attached Marketing Agreement Addenda as AGENT’S sole compensation for all services performed under this AGREEMENT. If AGENT has contracted with a SUB-AGENT, the commission paid to AGENT will be net of any commissions paid to the SUB-AGENT. AGENT shall be solely responsible for paying all expenses incurred by AGENT in performance of this AGREEMENT. AGENT’S commissions shall be paid by ABP AGENCY, its CARRIER, or any agency designated by one of them for such purpose.

ABP AGENCY shall pay no commission to AGENT for the sale of any insurance policy or product unless and until ABP AGENCY receives payment of its commission from the CARRIER. The Marketing Agreement Addenda and any commissions payable there under may be modified by ABP AGENCY, or its designated CARRIER, in its sole discretion, upon fifteen (15) days written notice to AGENT or immediately if a clerical/administrative error is made, which may be contained in any ABP AGENCY Field Bulletin or other written and/or electronic communication by ABP AGENCY to AGENT.

Section 3: Additional CARRIER Requirements: AGENT recognizes that individual CARRIER may require additional CARRIER specific documents to be executed by AGENT. AGENT agrees that he will properly comply with all CARRIER requirements and execute any additional forms, actions or documents required by the CARRIER. AGENT agrees that the failure to execute any additional forms, actions or documents required by the CARRIER may result in forfeiture of commissions and appointment by CARRIER. Examples of the additional forms and documents are, but not limited to, HIPAA Addenda, and Advance Lead and Pledge Agreement, a Promissory Note, a direct deposit form, a W-9 etc. These specified forms, where applicable, will be attached to and made a part of the Marketing Agreement Addendum.

Section 4: Vesting: This AGREEMENT is vested according to the vesting provisions contained in the Marketing Agreement Addenda.

Section 5: Responsibilities and Restrictions: AGENT shall have no authority to act on behalf of ABP AGENCY or its CARRIER other than as expressly provided herein. AGENT shall at all times comply with all of ABP AGENCY'S and its CARRIER'S rules and regulations as amended from time to time, and with all applicable federal and state laws, rules, and regulations. AGENT shall not (i) rebate any premiums or commissions to any party; (ii) make, alter or discharge any contract or policy; (iii) extend the time for payment of any premium; (iv) waive any forfeiture, policy provision or premium payments or (v) modify any rate, receipt, or requirement. AGENT shall be responsible for acquiring and maintaining all licenses in any territory in which AGENT solicits insurance, as required by applicable law. AGENT and SUB-AGENTS shall pay for all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government. AGENT is solely and strictly responsible for the performance, fidelity and honesty of AGENT'S employees, SUB-AGENTS, and independent contractors, all of whom shall act in accordance with this AGREEMENT. AGENT agrees to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999, as amended from time to time, and any requirements associated with such Act that may be enacted by any state. To the extent that nonpublic personal information of any individual is disclosed to AGENT, AGENT agrees that it will not disclose or use the information other than to carry out the purposes of this AGREEMENT. All premiums and funds collected by AGENT and SUB-AGENTS in connection with the Sale of any insurance policy or product shall be held by AGENT and its SUB-AGENTS in trust for ABP AGENCY and its CARRIER, which will in no event be used by any of them for personal, business or other purposes. AGENT and SUB-AGENTS agree to work diligently to prevent lapsing and replacement of insurance effected hereunder. Insurance or products placed by AGENT and SUB-AGENTS shall be the property of ABP AGENCY and the CARRIER. AGENT Covenants and agrees that it will not hold itself out to the public or others as an employee, partner, or joint venturer of ABP AGENCY, and further covenants and agrees that it has

no authority to, and will not, execute contracts binding on ABP AGENCY.

Section 6: Terms: This AGREEMENT may be terminated for any or no reason by either party upon thirty (30) days written notice to the other. In addition, ABP AGENCY may terminate this AGREEMENT "for cause" immediately upon mailing written notice to AGENT'S last known address if AGENT or any of AGENT'S employees, SUB-AGENTS shall:

1. commit any fraud or dishonesty in connection with the duties, services or actions while performing on behalf of ABP AGENCY or its CARRIER under this AGREEMENT;
2. violate any of the terms of this AGREEMENT, or the laws, rules or regulations governing insurance sales or product sales guidelines in the state or states in which AGENT or its SUB-AGENTS are licensed or any state or territory which AGENT has been assigned.
3. be indicted or convicted of a felony;
4. publish, distribute or use any circulars, advertising, sales material, or other matter referring to ABP AGENCY or its CARRIER or to contracts or policies without first securing the written approval of ABP AGENCY and its CARRIER;
5. communicate with any policyholder of ABP AGENCY or its CARRIER for the purpose of canceling or otherwise terminating and replacing a policy or plan issued through ABP AGENCY or its CARRIER with a policy from another company;
6. become insolvent or bankrupt, or make an assignment for the benefit of creditors, or be in default of any obligation; or
7. use ABP AGENCY furnished leads to sell a policy or product issued by a company other than through ABP AGENCY or its CARRIER.

If this AGREEMENT is terminated for cause, then all of AGENT'S rights to any compensation shall be terminated, including but not limited to all commissions and renewal commissions.

Section 7: Rights and Obligations: During the term of this AGREEMENT, the ABP AGENCY'S CARRIER would be one of the primary CARRIERS or providers for products to be promoted and sold by AGENT or SUB-AGENTS hereunder. AGENT or SUB-AGENT is not prohibited from being licensed with other insurance companies or providers to sell other product lines or from placing applications or products which would be declined by ABP AGENCY or its CARRIERS.

AGENT shall not permit or allow any SUB-AGENTS with AGENTS hierarchy to solicit applications for insurance policies or products sold by ABP AGENCY until such

individuals are duly licensed with the proper state insurance department and are approved and appointed by ABP AGENCY and its CARRIER.

ABP AGENCY may, in its sole discretion, change or modify the territory or area assigned to AGENT giving 30 days or more notice. Nothing herein shall be construed to limit ACP AGENCY'S ability, upon termination of this Agreement for any reason, to reassign the territory.

Section 8: Advances Liabilities and Credits of SUB-AGENTS: ABP AGENCY, or any CARRIER or its designated assignee may, at its discretion, make advances to AGENT ("Advance") in anticipation of future commissions payable to AGENT and SUB-AGENTS pursuant to this AGREEMENT. All Advances shall be deemed loans made to AGENT and SUB-AGENTS and shall be reflected in AGENT'S account or accounts (collectively "Account") on the books of ABP AGENCY or any CARRIER or their designated agencies. Advance commissions will be paid in accordance with the advance commissions rules shown on AGENT Marketing Agreement Addenda. All indebtedness owing by AGENT or SUB-AGENTS to ABP AGENCY or its CARRIER or their assignees, regardless of how created, and whether for advance commissions or otherwise, are referred to herein as "debit balances."

AGENT is responsible for the debit balances SUB-AGENTS from the date each SUB-AGENT is appointed by AGENT or is assigned to AGENT by ABP AGENCY. The Amount of the debit balance of each SUB-AGENT assigned to AGENT or appointed by AGENT which is deemed by ABP AGENCY in its discretion to be uncollectible, and any liability incurred by ABP AGENCY as a result of acts or omissions of any of SUB-AGENT will be charged to AGENT and AGENT agrees to pay the same in full. Satisfaction of AGENT'S indebtedness incurred as a result of its own debit balances or the debit balances or other liabilities of SUB-AGENTS may be achieved by ABP AGENCY retaining and setting off against such indebtedness AGENT'S unpaid earned commissions and override commissions and any other monies due and owing to AGENT, and in the sole discretion of ABP AGENCY no commissions will be paid to AGENT until such indebtedness has been fully paid.

If AGENT has any other accounts with ABP AGENCY, or any of its CARRIERS and through its review and analysis of AGENT account to which advance commissions are being charged, determines that the earned commissions credited to the account will not produce a credit balance in the account in a reasonable time (not to exceed 12 months) AGENT agrees that ABP AGENCY may use any earned commissions of AGENT under other accounts with ABP AGENCY or any of its CARRIER'S to offset the debit balance in any other AGENT'S account. In the event (i) of termination of this AGREEMENT for any reason, (ii) termination by any CARRIER of its marketing policies through ABP AGENCY or through AGENT or any of SUB-AGENTS, or (iii) a determination by ABP AGENCY in its sole discretion after it has made an actuarial valuation of the

account and has determined in its sole discretion that the estimated value of AGENT and its SUB-AGENT'S future Earned Commissions is not sufficient to pay the remaining debit balances, then all Earned Commissions, if any, accruing thereafter shall be applied to repay the remaining debit balances of AGENT and its SUB-AGENTS until fully paid; and if the debit balances are not sooner paid in such manner, the entire remaining balance shall be immediately due and payable upon demand following the first to occur of (x) the exhaustion of Earned commissions, (y) a determination of insufficiency under (iii), above or (z) the expiration of (12) months following the precipitating event under (I),(ii), or (iii), above any amount remaining unpaid after the due date shall bear interest thereafter until paid at the highest applicable lawful rate of interest.

If the balance due is not paid in full with thirty (30) days after the due date, Agent shall forfeit any and all rights to any future vested Earned Commission, if any, according to the vesting provisions contained with the individual Marketing Agreement Addenda.

Section 9: Responsibility to Repay Advance: In consideration for the Advance Commissions paid to Agent, Agent hereby agrees to repay to ABP AGENCY or its CARRIER (whichever made payment of the Advance Commissions), or their assigns, the debit balances resulting therefrom, and interest thereon as may be charged to ABP AGENCY.

Section 10: Method of Remittance on New Applications: AGENT shall immediately remit to ABP AGENCY or its CARRIER, as directed from time to time, all premiums collected or received by AGENT and its SUB-AGENTS in accordance with the guidelines of ABP AGENCY as they may exist from time to time. No commissions shall be deemed earned until policy or plan is issued, delivered by AGENT or SUB-AGENTS (as applicable), accepted by the applicant and commissions paid by carrier.

Section 11: Reinstated Policies and Converted Policies: No commissions shall be paid on lapsed policies or plans. If the reinstatement of a lapsed policy written by AGENT or SUB-AGENT is accomplished by a different ACP AGENCY SUB-AGENT, AGENT or SUB-AGENT shall not be entitled to a commission on the reinstated policy. Reinstatement commissions are to be determined in accordance with the Marketing Agreement Addenda in effect at the time of reinstatement. Commissions on rewriting, replacement, or conversion of one form of policy to another (or on surrendered policies) are not covered by this AGREEMENT but may be determined by ABP AGENCY on the basis of applications submitted.

Section 12: Records and Reports: AGENT shall render such reports and keep such Records and business accounts as ABP AGENCY requests. For so long as AGENT represents ABP AGENCY, or its CARRIER will furnish AGENT with a monthly statement of AGENT'S account and will pay any amount due AGENT hereunder, subject to other provisions of the AGREEMENT. Upon receipt of such statement

AGENT shall immediately examine it, and if not satisfied as to its accuracy, shall return it and the payment to ABP AGENCY with full particulars of any perceived discrepancy therein with thirty (30) days; otherwise the statement shall be deemed accepted by AGENT as true and correct. The AGENT'S account on the books of ABP AGENCY shall be competent evidence of the contents thereof for all purposes. Any additional or duplicate statements or detailed accounting records will be provided by ABP AGENCY at AGENT'S expense.

Section 13: Printed Material: ABP AGENCY or CARRIER will furnish AGENT with all applications, circulars, and printed matter which ABP AGENCY or CARRIER deems necessary for doing business under this Agreement. AGENT and SUB-AGENTS agree not to publish, distribute or use any circulars, advertising, sales material, or other matter referring to ABP AGENCY or the CARRIER or to ABP AGENCY'S or the CARRIER'S policies without first securing ABP AGENCY'S and pertinent CARRIER'S written approval. All printed matter and supplies ABP AGENCY furnishes are property of ABP AGENCY and shall be promptly returned to ABP AGENCY upon request or when this AGREEMENT terminates.

Section 14: Refunds and Rejections: Within the limitations of the law, ABP AGENCY and its CARRIER reserve the right, at all times, to reject any application for insurance or benefit plans without specifying cause, and to cancel, refuse to renew, or modify any policy. AGENT and SUB-AGENTS shall promptly refund all monies collected on any application by AGENT and/or SUB-AGENTS on which a policy is declined, or any application if the policy is not accepted by the applicant, and on any application for which the premium is refunded.

Section 15: Discontinuance of Policy Forms: Without incurring any liability to AGENT or SUB-AGENTS, ABP AGENCY or the CARRIER may discontinue, replace, or withdraw any policy now or hereafter made available for Sale. ABP AGENCY or the CARRIER in their discretion may determine commissions and renewal commissions, if any on any policy not scheduled herein or in a Marketing Agreement Addendum.

Section 16: Policy Replacement Prohibited: During the term of this AGREEMENT, and for a period of two (2) years following its termination for any reason, AGENT will not (and shall contractually bind its employees and SUB-AGENTS to not) directly or indirectly contact, solicit, communicate or meet with any of ABP AGENCY'S or any CARRIER'S policyholders or customers for the purpose of rewriting, canceling, lapsing or replacing ABP AGENCY'S or the CARRIER'S policies or plans with a policy or plan from another company, and SUB-AGENT will not rewrite, cancel, lapse or replace any ABP AGENCY or CARRIER policy or plan with a policy plan from another company.

Section 17: Proprietary Information: Except as may be necessary to perform services under this AGREEMENT, or as may be compelled by law or legal process, AGENT shall

not directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation, either during or after the term hereof, any Proprietary Information or Trade Secrets of ABP AGENCY, without regard to whether such information is deemed confidential or material, it being hereby agreed that such information gravely affects the effective and successful conduct of the business of ABP AGENCY and its goodwill. Any breach of the terms of this paragraph is a material breach of this AGREEMENT. The provisions of this AGREEMENT may be enforced by all applicable legal and equitable means, including, without limitation, injunctive relief and suit for damages.

"Proprietary Information" includes, but is not limited to prospect, policyholder, customer, client and vendor or supplier, lists identity of customers and clients (including names, addresses, telephone numbers, social security numbers, medical records, medical conditions, or other personal information), amounts and types of insurance, expiration and renewal dates of policies, claim histories, due dates of premiums and amount thereof, reinsurance companies, premiums and conditions, the prices ABP AGENCY obtains or sells, or has obtained or sold, any product or services, and any other information of, about, or concerning the business of ABP AGENCY, its manner of operation, its plans, or processes, and any information contained in monthly accounts submitted to AGENT and SUB-AGENTS by ABP AGENCY. AGENT agrees that Proprietary Information also constitutes Trade Secrets. "Trade Secret," in those states that have adopted the Uniform Trade Secrets Act, is defined as in the Act. In other states, A "Trade Secret" shall have the same meaning as defined in the Act or the meaning given such term by the law of such state, whichever is the more encompassing. AGENT agrees That ABP AGENCY derives independent economic value from its Proprietary Information and Trade Secrets and from their not being generally known to the public or to the persons who can obtain economic value from their disclosure. AGENT agrees that all Proprietary Information and Trade Secrets are the sole property of ABP AGENCY, and that ABP AGENCY utilizes efforts that are reasonable under the circumstances to maintain the secrecy of its Proprietary Information and Trade Secrets. AGENT hereby assigns to ABP AGENCY all rights it might otherwise have acquired or might hereafter acquire in Proprietary Information and Trade Secrets. AGENT will not during or after the term of this AGREEMENT make use of any Proprietary Information or Trade Secret for any purpose except as authorized by ABP AGENCY, including but not limited to the solicitation of business from any person or entity.

Section 18: Indemnity: AGENT agrees to indemnify ABP AGENCY, its CARRIER and its affiliates, shareholders, directors, officers and employees and to hold ABP AGENCY, its affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, causes of action, loss, damage, and expense, including attorney's fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any authorized, fraudulent, negligent or wrongful act, omission,

statement or representation by AGENT, AGENT'S employees and SUB-AGENTS.

Section 19: Assignment: AGENT may not, without the express prior consent of ABP AGENCY, assign any of its rights or responsibilities hereunder. No assignment of commissions payable by ABP AGENCY to AGENT other than as provided herein shall be valid unless authorized by ABP AGENCY in advance in writing, and ABP AGENCY shall at all times have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of AGENT to ABP AGENCY then existing or thereafter accruing. ABP AGENCY may assign its rights hereunder to a third party, Including but not limited to any lender.

Section 20: Security Interest: To secure the payment of the Secured Indebtedness (as hereinafter defined) and the performance by AGENT of all terms, covenants and Conditions of the Marketing Agreement and all other obligations of AGENT hereunder, AGENT hereby assigns and pledges to ABP AGENCY and grants a security interest in all commissions payable to AGENT by ABP AGENCY or its CARRIER which accrue to AGENT under this AGREEMENT. This section 20 creates a first priority security interest securing the payment and performance of the Secured Indebtedness and all other obligations of AGENT under this AGREEMENT; provided, however, the security interest of ABP AGENCY shall at all times be subordinate and inferior to the security interest of any assignee of ABP AGENCY to whom ABP AGENCY has made an assignment or pledge as security for borrowed money. ABP AGENCY shall have all rights of a secured party under the Uniform Commercial Code of the State of Texas as now written and as it may be amended from time to time. AGENT hereby agrees from time to time to execute and deliver to ABP AGENCY or its designated assignee all assignments and financing statements which ABP AGENCY or its assignee may request from time to time, and to do all other acts as ABP AGENCY or its assignee may reasonably request in order to evidence this assignment or to perfect the security interest granted herein. ABP AGENCY is hereby granted AGENT'S power of attorney, coupled with an interest, with full power and authority to sign AGENT'S name to any financing statement or other instrument for the purpose of perfecting such security interest. AGENT further grants to ABP AGENCY its CARRIER and designated assignee the right to offset any Commissions which may accrue to AGENT under this AGREEMENT and agrees that any and all Commissions which may accrue to AGENT under this AGREEMENT shall be applied to the Secured Indebtedness and any debit balances of SUB-AGENTS of AGENT which have been transferred to AGENT as provided in this AGREEMENT. The term "Secured Indebtedness" shall mean all indebtedness and liability of AGENT to ABP AGENCY, of every kind and character, whether now existing or hereafter incurred, matured or unmatured, direct or contingent, primary or secondary, secured or unsecured, joint and several, absolute or contingent, and whether arising hereunder or otherwise, together with

interest thereon, fees and expenses (including, but not limited to, attorney's fees).

Section 21: Applicable Law: This AGREEMENT shall be governed by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue with respect to all matters hereunder shall be Collin County, Texas.

Section 22: Partial Invalidity: If any provision of this AGREEMENT is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of the AGREEMENT, and all other provisions shall remain in full force and effect it is declared to be the intention of the parties that they would have executed all other provisions of the AGREEMENT without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

Section 23: Entire Agreement: This AGREEMENT, together with any additional documents required, in accordance with Section 3, and in accordance with the other agreements incorporated herein by reference, constitutes the entire agreement between AGENT, and ABP AGENCY and supersedes and replaces any and all prior agreements between these parties. This AGREEMENT may not be modified, altered or amended except by a writing signed by all parties to the AGREEMENT. This AGREEMENT shall be binding upon the successors and heirs of the parties hereto.

Section 24: Effective Date: This AGREEMENT shall become effective upon AGENT becoming licensed in AGENT'S territory for the Sale of insurance described herein, or the date of ABP AGENCY'S execution of this AGREEMENT at its offices in Texas, whichever shall occur last.

Section 25 Survivability: Sections 8, 9, 17, 18, 19, 20, 21, 22 and 23 of this AGREEMENT shall survive its termination for any reason.

Executed as of the

_____ day of _____ 20_____.

By: Carl H. Fischer
American Benefit Planners, LLC

By: _____
AGENT

Printed Name: _____