

BY CLICKING “I AGREE” BELOW, YOU, AS THE “CONTRACTOR”, AGREE TO NEXVISION FINANCIAL GROUP, INC’S (“COMPANY”) FOLLOWING TERMS AND CONDITIONS (THIS “AGREEMENT”):

**1. Performance of Services.**

- a. Contractor agrees to sell insurance products on behalf of Company and to perform the customary services of an insurance agent, including, but not limited to, setting and scheduling sales appointments, completing and submitting insurance applications, delivering approved policies, and returning delivery receipts to the Company (the “Services”). Contractor shall determine the method, details, and means of performing the Services.
- b. Contractor may, at Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the Services. Company will not control, direct, or supervise Contractor or Contractor’s assistants in the performance of those Services. Contractor agrees to assume full responsibility for the payment and deduction of all state and federal taxes for unemployment insurance, retirement, pension, or other social security benefits for all persons employed by Contractor in connection with Contractor’s performance of this Agreement. Contractor acknowledges and agrees that Contractor and his employees shall not be treated as employees of Company for purposes of the Federal Insurance Contributions Act (FICA), the Social Security Act, the Federal Unemployment Tax Act (FUTA), income tax withholding, or any state or local law providing for such benefits, unemployment benefits, disability benefits, workers’ compensation, or other benefits. Contractor also agrees to assume full responsibility for all self-employment and other taxes incurred by Contractor in the performance of the Services.

**2. Compensation.**

a. Commission. Subject to Sections 3(b) and 3(c) hereof and subject to approval of the insurance carrier, Contractor shall receive, on newly written insurance products sold by Contractor on behalf of Company, a percentage of the first-year annual commissionable premium (term), the earned commissionable target premiums (universal life), or earned premium (annuities) (including any renewals payable pursuant to applicable carrier agreements, the “Commissionable Premium”), as provided by the applicable insurance carrier agreements and corresponding compensation schedules, as amended from time to time, between Contractor and the applicable insurance carriers. The Commissionable Premium payments will be made directly by the insurance carriers to Contractor. The applicable insurance carriers will issue Federal Form 1099 Information Returns to Contractor for each calendar year, reporting to Contractor and appropriate government agencies the gross amount paid to Contractor. Contractor agrees to assume full responsibility for all self-employment, and all other federal and state taxes incurred by Contractor.

b. Chargebacks. Contractor is responsible for any amounts distributed by an

applicable insurance carrier in Commissionable Premium that is unearned “Unearned Commissionable Premiums”). Any Unearned Commissionable Premiums are distributed with the expectation that they will be fully earned, based on the applicable insurance carrier guidelines. Any Unearned Commissionable Premiums shall, upon distribution to Contractor, be considered to be a loan from the insurance carrier and Company to Contractor, until such premiums become earned. If at any time Company is charged or otherwise pays or becomes in any way responsible to any third party, including, without limitation, an insurance carrier, for any Unearned Commissionable Premium for which Contractor is responsible pursuant to this Agreement (“Company Paid Premium”), Company may immediately (i) with or without notice to Contractor, offset such amounts against any compensation or other amounts due or payable to Contractor for any reason, (ii) with or without notice to Contractor, instruct the applicable insurance carrier to offset such amounts against any compensation or other amounts due or payable to Contractor from the insurance carrier for any reason, and to pay any and all such offset amounts to Company, and/or (iii) provide notice of such to Contractor and immediately seek repayment from Contractor. Contractor will, immediately upon receipt of notice, repay to Company any and all Company Paid Premium. In the event Company or anyone on Company’s behalf pursues or engages in collection procedures in order to collect from Contractor any Company Paid Premium, Contractor agrees to and shall be responsible for any and all expenses incurred by Company to collect any such indebtedness, including but not limited to, the fees of collection agents, attorneys, or other costs of collection, including court costs. In the event Contractor has a down-line of one or more agents (i.e., insurance agents that sell products and Contractor receives commission or other compensation in connection with those sales), Contractor shall be and is responsible to the Company for any Unearned Commissionable Premium associated with any and all agents in Contractor’s down-line, as if such Unearned Commissionable Premium had been earned by Contractor, and all such Unearned Commissionable Premium shall be considered to be a loan from the insurance carrier and Company to Contractor and subject to the provisions of this Agreement.

**3. Conflicts of Interest.** Except as provided below, Contractor may represent, perform services for, and be employed by such additional clients, persons, or companies as Contractor, in Contractor’s sole discretion, sees fit. It is understood that Contractor’s services are available to the general public and not to Company exclusively. In no instance, however, may Contractor perform services, either directly or indirectly in any capacity, including but not limited to services performed as a partner, shareholder, employee, or contractor to or of any entity, if such performance presents a conflict of interest, or if such entity is a direct competitor, with Company, or if such performance interferes with Contractor’s ability to perform the Services under this Agreement. Further, in no instance may Contractor utilize leads provided to Contractor by or through Company, for the sale of an insurance product or anything else that is written by an insurance company not contracted with Company. For the sake of clarity, Contractor acknowledges and agrees that he/she shall not utilize leads provided to Contractor by or through the Company for the sale of any products other than the Company’s products.

**4. Equipment, Tools, and Training.**

- a. Contractor shall furnish all materials, supplies, equipment and tools necessary or convenient to perform the Services, including, but not limited to, vehicles.
- b. Company may, at Company's sole discretion, provide training from time to time related to the Services Contractor is to perform under this Agreement. Contractor shall not be required to utilize or attend any such training that may be offered by Company. Contractor further understands and agrees that Company is neither obligated nor required to furnish or provide training to Contractor. Contractor will generally determine the method, details and means of performing the Services. Company shall not control or have the right to control the exact manner or determine the precise method of accomplishing the Services. However, Company shall be entitled to exercise a broad, general right of supervision and control over the results of the Services performed by Contractor to ensure the timely and satisfactory performance of the Services. This power of supervision shall include the right to research, examine, and offer suggestions or recommendations as to the details of the Services.
- c. **Confidential Information; Records.** Company has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business ("Confidential Information"). Company has and will also have access to Confidential Information of its Customers. For purposes of this Agreement, "Customers" shall mean any persons or entities who purchase, or are solicited to purchase, insurance through Company, for whom Company performs services, or from whom Company or Contractor obtain information. Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility in the business in which Company is engaged or in which it contemplates engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information by Company. By example and without limitation, Confidential Information includes all information concerning Company's insurance business and its Customers, including but not limited to Customer identities, characteristics, preferences, and any personally identifiable information related to Customers (including names, addresses, phone numbers, account numbers, and social security numbers); any information provided to Contractor by a Customer, including but not limited to electronic information, documents, software, and trade secrets; all manuals, forms, records, and agreements; pricing and product information, computer data information, business plans, strategies, forecasts, budgets, projections, historical sales information, advertising and marketing materials; financial information related to Company or Customers; and Company employee data, including but not limited to any personally identifiable information related to Company employees or their family members. Contractor agrees that at all times during or after the term of this Agreement, Contractor will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of Company except for the benefit of Company and in the course of rendering Services to the Company. Contractor acknowledges that Contractor is aware that the unauthorized disclosure of Confidential Information of Company may be highly prejudicial to its interests, an invasion of privacy, and an improper

disclosure of trade secrets and financial information and may be in violation of state and federal law.

- d. **No Solicitation.** Contractor covenants and agrees that during the term of this Agreement and for a period of two (2) years after termination of this Agreement, Contractor will not, either directly or indirectly, on behalf of himself or herself or anyone else, (i) interfere with the business of Company by inducing any individual or entity to sever its relationship with Company; (ii) solicit any Customers of Company (who are or were Customers at any time during the term of this Agreement or the two year period after termination of this Agreement) for services similar to those performed by Company, even if such services are not directly competitive with Company's services (including, but not limited to, soliciting Customers for insurance renewals); (iii) employ or attempt to employ any employee of Company (who is or was an employee at any time during the term of this Agreement or the two year period after termination of this Agreement); (iv) induce or attempt to induce any employee of Company to quit or resign from Company; (v) induce or attempt to induce any other independent contractor of Company to sever their relationship with Company; or (vi) engage or attempt to engage, as an independent contractor, any independent contractor of Company (who is or was an independent contractor of the Company at any time during the term of this Agreement or the two year period after termination of this Agreement); provided, however, nothing contained herein shall be interpreted to prevent or prohibit Contractor from employing, engaging, or working with independent contractor insurance agents that Contractor directly recruited to work for Company that were in Contractor's "down-line" upon the termination of this Agreement or otherwise upon termination of Contractor's provision of services to Company.
- e. **Independent Contractor Relationship.** It is the express intention of the Parties that Contractor be an independent contractor and not an employee or agent of Company. Contractor shall have no authority to bind Company with any third party. Nothing in this Agreement shall be construed to create an employer/employee relationship between Company and Contractor. Contractor reserves the right to determine the method, manner, and means by which the Services will be performed. As an independent contractor, Contractor will also pay all expenses in connection with Contractor's business and hereby warrants that Contractor shall not incur any indebtedness on behalf of Company in connection with expenses resulting from Contractor's business as a self-employed independent contractor. Unless specifically requested by Company in the case of a meeting, Contractor is not required to perform the Services during a fixed hourly or daily timeframe.
- f. **Ownership of Company Names, Service Marks and Materials.**
  - a. **Ownership and Return of Confidential Information and Company Property.** All Confidential Information and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs, websites, Internet URLs, email addresses and lists) furnished to Contractor by Company, whether delivered to Contractor by Company or acquired by Contractor

in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the “Company Property”), are the sole and exclusive property of Company or Company’s suppliers or customers. Within five (5) days after any request by Company, Contractor shall destroy or deliver to Company, at Company’s option, (i) all Company Property, and (ii) all materials in Contractor’s possession or control that contain or disclose any Confidential Information of Company or any of its Customers. Contractor will provide Company a written certification of Contractor’s compliance with Contractor’s obligations under this Section 9(a) if so requested by Company.

b. No Ownership or Registration of Company Name or Marks.

Contractor agrees and understands that Contractor has no ownership in, or rights to, Company name or marks. Marks for purposes of this Agreement shall include logos, artwork, designs, slogans or any other trademarks or service marks created for, or used by, the Company. Contractor agrees and understands that Contractor shall not register Company name or marks, nor any business name that includes Company name or marks, with any federal, state, city or other governmental authority for any reason. Contractor may not represent that Contractor or Contractor’s business is in any way owned by, or a subsidiary of, Company. Contractor may, during the term of this Agreement, utilize the Company name and marks only in accordance with the Company “Corporate Brand Guidelines Name & Logo Use” document, said document available upon request from Company. During the term of this Agreement, Contractor may represent himself or herself as a representative of Nexvision Financial Group, using a title such as producer, insurance agent, insurance professional, insurance specialist (e.g., mortgage protection specialist or final expense specialist) or other similar title, only as permitted or required by insurance laws in the state or states where Contractor operates Contractor’s business. When using the Company name on written, electronic or printed matter, Contractor must also abide by the use requirements of Section 9(c). Upon termination of this Agreement for any reason, Contractor shall cease to use any Company names or marks.

c. Stationery, Advertisements, and Other Written or Printed Matter. In order

to comply with state insurance laws, whenever Contractor uses the name of Company on any stationery, advertisements, business cards or other written, electronic, or printed matter used to identify Contractor, such stationery, advertisements, business cards or other written, electronic or printed matter must clearly identify Contractor as follows: “Representing Nexvision Financial Group, Inc.” In the event state insurance laws are enacted that require different language, this Section 9(c) shall automatically be amended to comply with such state insurance laws.

g. Termination.

a. Company may terminate this Agreement at any time upon thirty (30) days written notice to Contractor. In addition, if Contractor fails or refuses to comply with the written policies or reasonable directives of Company, is reasonably believed by Company to have engaged in misconduct in connection with the performance of Services, has violated any applicable law, rule or regulation, or materially breaches any of the terms or provisions of this Agreement, Company may, at any time, terminate this Agreement immediately and without prior written notice to Contractor.

b. Contractor may terminate this Agreement upon ninety (90) days written notice to Company, or immediately upon notice to Company in the event of Company's material breach of this Agreement.

c. Upon the termination of this Agreement, Contractor shall not be entitled to receive any commissions other than those actually earned as of the effective date of termination. A commission will be deemed "earned" when it is actually due and payable (as determined by Company) by applicable insurance carriers and/or brokers, and shall in all events be offset by any amounts due Company. All final commissions earned by Contractor as of the date of termination shall be distributed in accordance with Section 2. Contractor acknowledges and agrees that the affirmative obligations of Contractor shall survive the termination of this Agreement.

**11. Consent to Jurisdiction**. All disputes, litigation, proceedings or other legal actions by any Party to this Agreement in connection with or relating to this Agreement or any other matters between the Parties (collectively, "Disputes") shall be instituted in the courts of the State of Minnesota, at Company's discretion. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the states of Minnesota, and of the United States sitting in Minnesota, in connection with any such dispute, litigation, action or proceeding. Each Party may receive service of process or summons in connection with any such dispute, litigation, action or proceeding brought in any such court by a mailed copy of such process or summons sent to it at its address set forth, and in the manner provided, in the "Notice" section below.

**12. Waiver of Jury Trial**. The Parties desire to avoid the time and expense relating to a jury trial of any Dispute. Accordingly, the Parties, for themselves and their successors and assigns, hereby waive trial by jury of any such Dispute. The Parties acknowledge that this waiver is knowingly, freely, and voluntarily given, is desired by, and in the best interest of, both Parties.

**13. Enforceability and Reformation; Severability**. The Parties intend for all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, in the event that any provision or portion of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, for any reason, under present or future law, such provision shall be severable and the remainder thereof shall not be invalidated or rendered unenforceable or otherwise adversely affected. Without limiting the generality of the foregoing, if a court should deem any provision of this Agreement to create a restriction that is unreasonable as to scope, duration or geographical area, the parties agree that the provisions of this Agreement shall be

enforceable in such scope, for such duration and in such geographic area as any court having jurisdiction may determine to be reasonable, and such court shall modify and “blue pencil” such provision to ensure its reasonableness and validity.

**14. Miscellaneous Provisions.**

(a) Assignment. Contractor agrees that Company may assign any or all of its rights or obligations under this Agreement to any third party at any time. Contractor may not assign this Agreement or any of Contractor’s rights or obligations hereunder to any third party, whether by operation of law or otherwise, except with the prior written consent of Company. This Agreement shall be binding upon Contractor and Contractor’s heirs, executors, administrators, and successors, and shall inure to the benefit of the successors and assigns of Company, including any third party who acquires Company, regardless of whether such acquisition takes the form of an acquisition of stock or other equity interests, an acquisition of all or substantially all of Company’s assets, a merger or other combination of Company with and/or into another entity, or otherwise.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to any choice of law rules that may direct the application of the laws of another jurisdiction.

(c) Entire Agreement. The terms of this Agreement are the final expression of the parties’ agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. Contractor acknowledges that Company has not made any other representations concerning the subject matter of this Agreement.

(d) Amendment; Waivers. This Agreement can be amended or terminated only by a written agreement signed by both Parties. No failure to exercise or delay in exercising any right under this Agreement shall operate as a waiver thereof.

(e) Facsimile or Other Electronic Transmission. The Parties agree that execution and delivery of this Agreement by facsimile or any other electronic transmission shall constitute good and valid execution and delivery.

(f) Representation by Counsel. The Parties hereby agree and acknowledge that each has been advised to seek the advice of counsel and has been represented by counsel of its own choice to the extent each party desired in connection with the negotiation and drafting of this Agreement. Contractor warrants that Contractor has read and understands all of the provisions of this Agreement.

BY CLICKING “I AGREE”, YOU AFFIRM YOU HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS (THIS “AGREEMENT”) AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY.