**INDEPENDENT AGENT AGREEMENT**

This Independent Agent Agreement (this “Agreement”) is entered into by and between NexVision Financial Group Builders (“NFGB”), and the agent who has electronically signed this Agreement (“Agent”). In consideration of the mutual promises and covenants set forth below, NFGB and Agent agree as follows:

**SECTION 1: AGREEMENT AND RELATIONSHIP**

1. Agent agrees and understands that this Agreement shall not become effective until (a) NFGB has approved Agent as an agent of NFGB and (b) Agent has been issued an NFGB Code number.
2. The NFGB Policies & Procedures, the NFGB Products and Points Multipliers Schedule, and the NFGB Infinity Compensation Plan are all incorporated into and are part of this Agreement.
3. Agent expressly understands and agrees that Agent, at all times, is an independent contractor responsible for his or her own business activities and performance under this Agreement. Agent is solely responsible for setting Agent’s work hours and for paying expenses incurred by Agent in the operation of Agent’s business. Agent understands and agrees that AGENT IS NOT AN EMPLOYEE OF NFGB AND AGENT WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE INCOME TAX PURPOSES. Agent acknowledges that NFGB is not responsible for income tax withholding and that it will not deduct or withhold any tax from Agent’s commissions or bonuses, if any.
4. Agent agrees to pay a one-time non-refundable technology fee of $100 to NFGB to cover costs related to Agent’s portal on the NFGB website which contains sales aids and other business materials.

**SECTION 2: AGENT AUTHORITY**

1. Agent can do business only in those states where NFGB and Agent are authorized to do business. Agent **MUST** be in compliance with all applicable regulatory licensing requirements before solicitation of applications for insurance. A list of approved carriers and products offered by NFGB is provided in the Agent’s portal on the NFGB website.
2. All checks collected by Agent shall be made payable only to the insurance company where the application is submitted. Agent shall not collect cash from its clients. Agent is responsible for delivering the policy, obtaining signed delivery receipt from client, obtaining any required signed amendments, and servicing all policies and contracts originated by Agent.

**SECTION 3: LIMITATIONS ON AUTHORITY**

1. Agent shall promptly submit applications for policies to the applicable insurance companies.
2. Agent has no authority to endorse any check, draft or other instrument made payable to an insurance company.

**SECTION 4: AGENT COMPENSATION**

Provided Agent is in compliance with all terms of this Agreement and all applicable laws and licensing requirements including errors and omissions insurance coverage, and anti-money laundry rules and regulations, Agent shall be compensated according to the Commission Schedules and NFGB Infinity Compensation Plan in the Agent’s portal on the NFGB website. Some or all of Agent’s commissions may be paid directly by an insurance company and not NFGB.

1. No commission will be paid on payments/premiums that are waived, refunded or not honored by a bank or financial institution. Any commissions received by Agent that are based upon any waived or refunded payments/premiums shall be promptly returned to NFGB and the applicable carrier by the Agent.
2. Other than the commissions, Agent is not entitled to any additional compensation or reimbursement for expenses. Commissions payable on a single policy or contract may be divided between the Agent and other Agents contracted with NFGB. In such cases, payments shall be allocated among Agents proportionately by NFGB.
3. Most insurance companies will pay up to seventy-five percent (75%) of first year commissions due on life insurance policies sold by the Agent (this percentage may vary based on the company). The remaining first year commission will be paid on an “as- earned” basis upon receipt of the tenth, eleventh and twelfth months’ premium.
4. Commission will be made upon full payment of the first month premium and the cash payment of said advance will become a loan to the Agent to the extent of the amount advanced, subject of the rules of the issuing insurance company and upon issuance of the policy.
5. Except as otherwise provided in this Agreement, and subject to the terms of this Section 4, if and when an Agent qualifies for and achieves certain sales position designations established by NFGB from time to time pursuant to The Commission Schedules and the Guidelines and Points Multipliers, such as Regional Marketing Director (“RMD”) or higher and “on” record earned six (6) figure income in a 12 rolling month period or on a 52 rolling week period, Agent shall become vested and entitled to receive commissions upon termination of this Agreement subject to the following:
6. If Agent is a natural person, this Agreement shall not be terminated upon the death of Agent. Agent’s beneficiary “on” record have up to 45 business days, to assume this Agreement. Agent’s beneficiary **MUST** be at least 18 years of age and meet the NFGB and Carriers guidelines set forth in this Agreement, refer to Section 4. If no beneficiary claims the business within the 45 business days, the deceased Agent and his/her family including all beneficiaries shell automatically forfeit the business to the next agent up from the Agent in the agency hierarchy. In the event where Agent is terminated base on “cause”, refer to section 6.
7. Commissions shall be payable for so long as the Agent is designated as “Agent of Record” by a participating Insurance Company. And the Agent is servicing the business in a manner satisfactory to NFGB and in compliance with all terms of this Agreement;
8. No commissions shall be payable to Agent if this Agreement is terminated “For Cause” pursuant to section 6 below. and
9. Commissions set forth in the Commission Schedules or NFGB Guidelines and Points Multipliers may be amended upon notice from NFGB and such amendment(s) shall become effective at the time specified in the notice. No such amendment shall affect commissions payable with respect to any policy or contract issued from an application issued and paid prior to the effective date of such amendment.
10. **Indebtedness.**

Any advanced commission to Agent or his/her down-line agent, any prepayment of monies or commissions advanced to Agent, or any other indebtedness owed to NFGB or the insurance company that occurs due to Agent’s role as agent under this Agreement shall constitute an indebtedness owed to NFGB and or the applicable insurance company, as applicable (the “Indebtedness”). The following provisions shall apply to any Indebtedness:

1. The entire Indebtedness may be deemed due and payable in full back to NFGB and or the insurance company at any time upon written notice to Agent.
2. Agent agrees that NFGB and or the insurance company shall have first lien on any and all Agent commission accounts, and that NFGB and or the insurance company has a priority right of offset to the extent of any and all unearned prepaid commissions.
3. Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by NFGB and or the insurance company in connection with the recovery from Agent of any Indebtedness.
4. If a repayment schedule is implemented to repay the Indebtedness, Agent agrees to pay interest on the unpaid balance at a rate of prime + 2% annually, calculated from the date the Indebtedness commenced to the date it is fully repaid. For the applicable prime rate, NFGB will refer to TCF Bank.
5. Agent will be responsible for charge backs and other debt in his/her down-line hierarchy. Such amounts will be allocated proportionately according to the most current up-line hierarchy and the overrides that would be collected on new policy commissions.
6. Failure to repay any Indebtedness may result in proportionate debt balance roll-up to current up-line hierarchy when debt is considered delinquent. Debt is considered delinquent once outstanding without sufficient repayment for 30 days.
7. Any Indebtedness by Agent or Agent’s down-line to insurance carriers will be treated as a first lien on any commissions due under this Agreement or any previous Agreement with NFGB and or the Applicable insurance carrier. Such commissions will continue to be forfeited to NFGB or insurance companies until Agent’s or any Agent’s down-line debt is repaid. Upon request by NFGB, Agent shall pay to NFGB or insurance company any Indebtedness owed even though there may be future commissions payable under this Agreement. If the Indebtedness has been satisfied, all commissions payable thereafter shall be paid in accordance with this Agreement.
8. Failure to repay any Indebtedness may result in termination of this Agreement for “cause” pursuant to Section 6 of this Agreement. Such termination may result in Agent losing vested commissions and any equity earned in NFGB. This “for cause” termination may be reported to the state department of insurance in Agents’ resident state. Agents carrying long term debt balances may also be reported to Vector One.

**SECTION 5: GENERAL PROVISIONS**

1. **Agent Conduct**. Agent is free to exercise Agent’s personal judgment as to the time and manner of performing services authorized under this Agreement, and shall be guided by general business conduct as well as the provisions of this Agreement. In all cases, the business of the Agent shall be conducted in accordance with the laws and regulations of the jurisdictions in which the Agent is authorized to represent NFGB and conduct business.
2. **Background Investigation**. Agent authorizes NFGB to conduct an investigation concerning character, credit, reputation and personal traits and releases NFGB and any entity with whom NFGB contracts with from any liability with respect to the content of the information provided in such investigation and any resulting action by NFGB including the sharing of such information or the termination of this Agreement.
3. **Errors and Omissions Coverage**. Agent is required to maintain Errors & Omissions (“E&O”) liability insurance coverage during the term of this Agreement and shall provide NFGB with proof of coverage upon request. The minimum amount of Errors & Omissions coverage required shall be $1,000,000 (One Million Dollars). Agent must have Errors & Omissions Insurance coverage to get paid commission.
4. **Records and Supplies**. All records maintained by Agent relating to services provided by Agent pursuant to this Agreement and all books, rate manuals, forms, supplies and other information furnished by NFGB to Agent are the sole property of NFGB.
5. **Non-NFGB Products or Services**. Agent is prohibited from marketing or selling non-NFGB products, training or services to other NFGB agents without first obtaining written approval from NFGB. Agent is also prohibited from charging prospective agents any fees in connection with prospective agent’s application to become an agent for NFGB.
6. **Inner Transfer Rules**. During the first six (6) months after obtaining an NFGB Code number, if Agent wishes to work with someone other than Agent’s direct up-line, a release or Co- Leader Agreement MUST BE SIGNED by the Agent’s up-line before a transfer will be permitted. An agent who is Inactive (as defined in Section 5.G below) is free to transfer under another agent with no signed release or Co-Leader Agreement, refer to Section 5.G regarding Inactivity Transfer Rules. If an Inactive Agent wishes to transfer under these rules, there can be NO increase in commission or rank. No down-line agents are allowed to transfer with the transferring agent. If Agent earns income, whether through direct sales or overrides, within a six (6) month period preceding a transfer request, a Co-Leadership Agreement or transfer release signed by the Agent’s up-line before the transfer will be permitted, see Section 5.H of Co-Leader Rules.
7. **Inactivity Transfer Rules**. Agent will become “Inactive” if Agent did not submit any business, received income or has no recruits for six (6) months. Per Inactivity Transfer Rules, Inactive agent may be transferred without his/her current upline releasing signature; only the Inactive Agent is allowed to be transferred. The accepting RMD Leader shall be responsible for paying all roll-up debts of the Inactive Agent, if any. All transfers are irrevocable.
8. **Co-Leader Rules**. Agent may transfer his/her Co-Leader agent and the entire downline to another leader in a different hierarchy. Per Co-Leader Rules, the accepting upline must be a RMD or higher. Commission for any business with a writing date on or after the effective date will be split 50/50 between both upline hierarchies. All Co-Leaders are irrevocable.
9. **Level Promotion Rules**. All NFGB level promotions are based on the NFGB Infinity Compensation Plan promotional qualification that is also part of this Agreement. Agent is promoted using the Promotional Qualification made available on the NFGB Infinity Compensation Plan.
10. **Recruiting Protocol**. If two or more NFGB agents are attempting to recruit the same potential NFGB recruit, the new recruit shall be placed under the agent who enrolls the new agent. The new agent must input their own personal information into the NFGB system and sign this Agreement electronically and/or by actual signature. Inputting personal information for any other person is grounds for immediate termination). Cross recruiting at/from an NFGB event or NFGB agent office or under any circumstances is prohibited. “Cross-recruiting” means the solicitation or recruitment of an NFGB agent in another agent’s down-line to transfer to another NFGB agent down-line. This action is grounds for immediate termination of this Agreement. Agent is prohibited from soliciting, recruiting or inducing any other NFGB agent to join or enroll in any other business opportunity. Such conduct shall be grounds for immediate termination of this Agreement.

1. **Assignment** - No Assignment or other transfer of any rights, title or interests under this Agreement without the express written approval of NFGB. Any assignee of rights or benefits of this Agreement shall be subject to all the terms and provisions of the Agreement.
2. **Hold Harmless -** Agent agrees to indemnify and hold NFGB harmless from any losses, expenses, costs, and damages resulting from acts or omissions of Agent.
3. **Beneficiary** – Agent may designate a beneficiary, “on” record to receive renewal commissions and inherit the business after Agent deceased or becomes mentally disabled. Agent’s beneficiary has up to 45 business days, from the date of Agent’s death as stated on the Agent’s death certificate, to claim the business. Agent’s beneficiary **MUST** be at least 18 years of age and meet the NFGB and insurance company’s guidelines set forth in this Agreement (see Section 1 and Section 4). If the beneficiary “on” record, did not claim the business within the stated time, the deceased or mentally disabled Agent and his/her family including any beneficiaries and estates shell automatically forfeit the business to the next upline. No new commission or override on new business will be paid, except, renewal commissions from past business shell continue to be paid, as earned, to the decease or mentally disabled agent’s beneficiary, if there are no conflicting claims before making payments to the beneficiary and as long as the carriers paid the renewal commissions. Both primary and contingent beneficiaries have to be a natural person and resigned in the jurisdiction of USA and or in the Geographical areas where NFGB is doing business. Agent’s primary beneficiary first and last name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Agent’s primary beneficiary social security number or DOB is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Agent’s contingent beneficiary first and last name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Agent’s contingent beneficiary Social Security number or DOB is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Both primary and contingent beneficiaries are revocable by Agent.
4. **Selling Agent Code** - Agent may sell his/her NFGB Code number to another Agent who is active and in good standing and on record of position level RMD and up. The acquired party **MUST** be at least 18 years of age and meet the requirements set forth in this Agreement and the insurance companies (see Section 1 and Section 4). In the event where Agent is **deceased and or mentally disable**, Agent’s beneficiary has up to 45 business days, from the date of Agent’s death as stated on the Agent’s death certificate, to sell Agent’s NFGB Code number to another active and in good standing agent whose current position level of RMD and up and “on” record earnings $100,000 or greater and approved by NFGB Home Office. NFGB is not responsible for determining the valuation of the business nor arrange any sale negotiation between each party.
5. **Equity Share Plan Program**. Agent “on” record that join NFGB for at least 12 months, cash flow over six (6) figure income and meet the NFGB Equity Share Program Guidelines set forth in this Agreement and NFGB Policies and Procedures may participate in the overall sell and or say public offering of NFGB equity. NexVision Financial Group shares fifty (50) percent of the sales proceed attributed proportionally by the NFGB organization (as a percentage of the total NFGB sales) to qualified Agents on a pro rata basic subject to guideline set forth in Section 1 and Section 4 of this Agreement.
6. **Notices** - Notices to Agent from NFGB may be sent by mail, email or through the NFGB website.

**SECTION 6: TERMINATION**

1. This Agreement may be terminated by NFGB at any time for “cause.” “Cause” shall include but not be limited to
2. Agent’s commission of a fraudulent, illegal or dishonest act adversely affecting NFGB, including but not limited to cross-recruiting;
3. Agent’s negligence or willful misconduct;
4. violation of any law, regulation, or rule of any jurisdiction in which the Agent operates;
5. Cross recruiting of an NFGB Agent to another agent’s down-line or to any other business opportunity;
6. any act or omission by Agent that is harmful to the reputation and/or goodwill of NFGB, including but not limited to disparagement of NFGB, its officers, employees or other NFGB Agents;
7. Compensation After Termination – If this Agreement is terminated “for cause,” Agent shall forfeit all commissions and other compensation due or to accrue under this or any previous Agreement between Agent and NFGB or any of its affiliates or subsidiaries.

**SECTION 7: AGENT REPRESENTATIONS**

By entering into this Agreement, Agent represents and acknowledges the following:

1. Agent will not violate the terms of or interfere with any contract, agreement or business relationship that Agent has or has had with any third party;
2. Agent will not engage in any business practice or behavior, nor will Agent take any action, which will result in any violation of any restrictions or covenants to which Agent is subject to pursuant to any agreement to which Agent is or was previously a party; and
3. NFGB, its agents, managers, officers, directors, shareholders, and employees have not induced Agent in any way whatsoever to terminate any contract, agreement or business relationship that Agent presently has or has previously had with any third party. Agent understands that the above representations and acknowledgments constitute a material part of this Agreement and are material representations upon which NFGB is relying in agreeing to enter into and accept this Agreement.

**SECTION 8: GOVERNING LAW, VENUE AND ARBITRATION**

This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota, without regard to any state’s conflicts of laws or rules that may result in the application of the laws of any other jurisdiction.

THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO AGENT’S COMMISSIONS, THE EQUITY SHARE PLAN, THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR ANY OTHER CLAIMS RELATING TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ST. PAUL, MN PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH EACH PARTY BEARING ITS OWN COSTS.

**SECTION 9: CLASS ACTION WAIVER**

Agent waives any right to have any dispute or claim brought, heard or arbitrated as a class action, collective action or representative action and Agent agrees that the arbitrator shall not have the authority to hear or arbitrate any class, collective or representative action. Agent further agrees that any claim or argument that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**SECTION 10: LIMITATION OF ACTIONS**

The Parties agree that any claims arising under this Agreement must be brought within two (2) years or by the date specified by the applicable statute of limitations, if earlier, from the date of the alleged act or omission giving rise to the cause of action. Failure to bring such action within such time shall bar all claims arising from such act or omission. The parties waive all applicable statute of limitations that conflict with this provision.

I hereby acknowledge that I have read, understand and agree to the above provisions of this Agreement. I further acknowledge that I have electronically signed and submitted this Agreement and that this Agreement will not be effective until I have been assigned a unique NFGB Agent code. I further acknowledge that this Agreement is dated and accepted by both parties upon creation of my unique NFGB Agent code.