

AFFIDAVIT

I, _____, declare as follows:

1. I have never been an independent contractor, employee, agent or representative of Superior Performers, Inc. d/b/a National Agents Alliance (“NAA”).
2. I understand that Generation One Insurance will rely upon this Affidavit as part of its decision to consider whether or not to appoint or approve me as an agent/independent contractor of Generation One Insurance.
3. I am over the age of eighteen (18) years, have personal knowledge of the facts and statements made above and declare under penalty or perjury under the laws of the United States of America that the foregoing is true and correct.

Manager Name (who hired you): _____

Date: _____

Signature: _____

Email Address: _____

Phone number: _____

ACKNOWLEDGEMENT,

Generation One Insurance

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “Agreement”) is entered into effective as of the date set forth on the signature page hereto (the “Effective Date”) by and between Generation One Insurance, a Texas Limited Liability Company, and its owners and officers (collectively, the “Agency”), and the individual whose name is signed to the signature page hereto under “CONTRACTOR” (the “Contractor”). Each of the Agency and the Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.” A. The Agency operates as an independent insurance agency that engages independent contractor insurance agents to sell life insurance and related products for various insurance carriers (the “Carriers”) with whom the Agency works based on the Agency’s relationship with the insurance marketing organization Generation One Insurance. B. The Contractor desires to sell or continue selling the Carriers’ life insurance and related products as an independent contractor insurance agent of the Agency. C. The Agency is willing to allow the Contractor to sell or continue selling the Carriers’ life insurance and related products as an independent contractor insurance agent of the Agency on the terms and conditions contained herein. NOW THEREFORE, in consideration of the foregoing and the respective covenants, agreements and undertakings of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The Parties acknowledge and agree with the recitals set forth above, which are hereby incorporated into and made a part of this Agreement.
2. Chargebacks. During the term of this Agreement, the Agency may approve the Contractor to receive his/her commissions from the Carriers on an “advance-pay” basis rather than “as-earned.” In the event the Contractor receives any commissions from the Carriers on an “advance- pay” basis and any part of the commission is later charged back by the Carrier; the Contractor is responsible for repaying all such amounts (“Chargeback Premiums”). Additionally, in the event the Contractor has a downline of one or more insurance agents (i.e., insurance agents that sell products and the Contractor receives commission or other compensation from the Carriers or the Agency in connection with those sales), the Contractor shall also be and is responsible for repaying any Chargeback Premiums associated with any and all such downline insurance agents. If at any time the Agency is charged or otherwise pays or becomes in any way responsible to any third party, including, without limitation, a Carrier, for any Chargeback Premiums for which the Contractor is responsible pursuant to this Agreement, the Contractor

hereby assigns and conveys to Agency any and all of Contractor's rights to commissions, bonuses, or other compensation from the Carriers until all of Contractor's Chargeback Premium obligations described herein are satisfied, and the Agency may immediately, with or without notice to the Contractor, instruct the Carriers to pay any and all such assigned amounts to the Agency. Notwithstanding the foregoing, the Agency may also at any time seek repayment, in full, from the Contractor.

3. Leads. GOI and the Agency do not control how the Contractor obtains leads. GOI and the Agency do not use any automatic telephone dialing systems, auto dialer, prerecorded message, or telemarketing service in the production or generation of leads. The Contractor agrees that he/she will not purchase, generate, call, or use (or engage others to do so on his/her behalf) any leads or any other materials in violation of any federal or state law, including the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule ("TSR"), and/or any state telemarketing statute. Additionally, in connection with the Contractor's work for the Agency, the Contractor is expressly prohibited from purchasing or using any leads that have been generated using any automatic telephone dialing system, auto dialer, prerecorded message, or telemarketing service. Contractor agrees that as an independent contractor he/she will defend, indemnify and hold GOI and Agency harmless for any leads purchased, generated, or otherwise used by Contractor in violation of federal and/or state laws, including the TCPA and the TSR. Further, the Contractor is responsible for any and all amounts charged to the Contractor or the Agency, by any lead provider, and for any amounts charged to the Contractor by the Agency, for leads that are either ordered by the Contractor, or ordered by the Agency on the Contractor's behalf, whether pursuant to a one-time order, a standing order, or otherwise. The Contractor acknowledges and agrees that after the written cancellation of a lead order has been submitted, it may take up to sixty (60) days for the lead order to cease being processed and sent, and the Contractor is responsible for paying for all such leads during this time period, regardless of whether the Contractor uses or even receives such leads. If at any time the Agency is charged or otherwise pays or becomes in any way responsible to any third party, including, without limitation, any lead provider, for any leads for which the Contractor is responsible pursuant to this Agreement, or if at any time the Contractor fails to pay the Agency for any leads provided by the Agency to the Contractor (any such amounts, "Agency Paid Leads"), the Agency may immediately seek repayment from the Contractor. The Contractor will, immediately upon receipt of notice, repay to the Agency any and all Agency Paid Leads. In the event the Contractor has a downline of one or more agents (i.e., insurance agents that sell products and the Contractor receives commission or other compensation in connection with those sales), the Contractor shall be and is responsible to the Agency for any and all amounts charged to those downline agents or the Agency by any lead provider for leads ordered by those downline agents, and for any amounts charged to the those downline agents by the Agency for leads ordered by those downline agents, whether

pursuant to a one-time order, a standing order, or otherwise, and all such amounts that are unpaid shall be considered Agency Paid Leads as defined above.

4. Independent Contractor Relationship. It is the express intention of the Parties that the Contractor be an independent contractor and not an employee or agent of the Agency. The Contractor shall have no authority to bind the Agency with any third party. Nothing in this Agreement shall be construed to create an employer/employee relationship between the Agency and the Contractor. The Contractor reserves the right to determine the method, manner, and means by which the Services will be performed. As an independent contractor, the Contractor will also pay all expenses in connection with the Contractor's business and hereby warrants that the Contractor shall not incur any indebtedness on behalf of the Agency in connection with expenses resulting from the Contractor's business as a self-employed independent Contractor.

5. Term; Termination. The term of this Agreement shall be from the Effective Date until either Party terminates this Agreement pursuant to the terms hereof. Either Party may terminate this Agreement at any time by providing written notice thereof to the other Party. All provisions of this Agreement other than the Contractor's ability to sell the Carriers' life insurance and related products shall survive the termination of this Agreement.

6. Name or Marks. The Contractor agrees and understands that the Contractor has no ownership in, or rights to, Generation One Insurance, GOI or the Agency 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, Generation One Insurance or the Agency. The Contractor may not represent that the Contractor or the Contractor's business is in any way owned by, or a subsidiary of, Generation One Insurance or the Agency.

7. Consent to Jurisdiction and Venue. All disputes, litigation, proceedings or other legal actions between the Parties that arise from or in any way relate to this Agreement or the relationship between the Parties that arises from or relates to this Agreement (collectively, "Disputes") shall be instituted in the courts of the State of Texas. Each Party irrevocably submits to the exclusive jurisdiction of the courts of the state of Texas, and of the United States sitting in Texas, in connection with any such dispute, litigation, action or proceeding. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding under this Agreement brought in the courts of Texas, and any claim that any proceeding under this Agreement brought in any such court has been brought in an inconvenient forum.

8. 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 BOTH PARTIES AND IS IN THE BEST INTERESTS OF BOTH PARTIES

9. Attorneys' Fees. The prevailing party in any Dispute between the Parties shall be entitled to all costs and reasonable attorneys' fees incurred by the prevailing party in connection with any such Dispute.

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

11. 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.

12. Miscellaneous Provisions.

(a) 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 agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Contractor acknowledges that the Agency has not made any other representations concerning the subject matter of this Agreement. The Parties acknowledge and agree that this Agreement replaces, supersedes, and terminates any agreement entered into between the Agency and the Contractor.

(b) 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.

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

(d) Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

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

(f) Not Construed Against Drafter. This Agreement has been negotiated and prepared by the Parties jointly. Therefore, should any provision of this Agreement require judicial interpretation, the court interpreting or construing any provision of this Agreement should not apply any provision or ambiguity more strictly against any particular Party.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the Effective Date.

CONTRACTOR: _____

DATE: _____

AGENCY: _____