

InteliOne Financial Partners Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into by and between InteliOne Financial Partners ("IFP"), and the entity whose name and authorized signature are entered hereinafter ("Consultant"), effective as of the date ("Effective Date") also entered hereinafter.

IFP is a general agent, managing general agent, and/or broker for certain insurance carriers under various contracts ("IFP Carrier(s)"), and has the authority to recommend the appointment of Consultant to sell the insurance products of IFP Carriers; and Consultant desires to be appointed through IFP directly with IFP Carriers; and Consultant desires to receive compensation on sales of insurance products by Consultant. Therefore, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. **Term.** Unless terminated earlier pursuant to this Agreement as set forth in paragraph 12, the term of this Agreement shall be one (1) year. This Agreement shall renew automatically on each anniversary of the Effective Date for additional one (1) year terms, unless terminated by either party with sixty (60) days written notice to the other party.

2. **Performance of Services.** Consultant agrees to sell insurance products of IFP Carriers and to perform the customary services of an insurance agent, including, but not limited to, soliciting, completing and submitting insurance applications, delivering policies, and returning delivery receipts (collectively the "Services"). Consultant shall determine the method, details, and means of performing the Services. Consultant may, at Consultant's own expense, employ assistants as Consultant deems necessary to perform the Services. IFP will not control, direct, or supervise Consultant or Consultant's assistants. Consultant agrees that neither Consultant nor any of his or her assistants or employees will be treated as employees of IFP in any way. Consultant also agrees to assume full responsibility for all self-employment and other taxes incurred by Consultant in the performance of the Services. Consultant shall also comply with all federal, state and local laws, regulations and rules applicable to the performance of the Services, and all published rules, policies, procedures, and standards of IFP or any IFP Carrier inclusive of holding the required insurance license(s) for any state(s) where Consultant performs the Services.

3. **Compensation.**

a. On newly written insurance products sold by Consultant, Consultant shall receive a percentage of the earned commissionable premiums, earned target premiums, or earned commissionable renewal premiums, if any (collectively the "Commissionable Premium"), as set forth in the carrier agreements between Consultant and IFP Carriers, less refunds as set forth in paragraph 3(b), for any insurance products sold by Consultant. IFP Carriers will pay the Commissionable Premium directly to Consultant. Consultant agrees to be solely responsible for all self-employment, income tax, or any other federal, state, or local taxes incurred by Consultant.

b. Consultant is responsible for any amounts distributed by IFP Carriers in Commissionable Premium that is unearned. Unearned (advanced or annualized) Commissionable Premium shall be considered indebtedness to the Consultant. IFP may offset indebtedness of the Consultant against compensation payable to Consultant under this Agreement. Consultant will, immediately upon notice, refund to IFP any commissions that IFP is required to return to IFP Carriers. In the event IFP is required to pursue formal collection procedures to collect any indebtedness under the terms of this Agreement, Consultant agrees to be responsible for any and all expenses incurred by IFP to collect any such indebtedness.

4. **Conflicts of Interest.** Except as provided herein, Consultant may represent, perform services for, and be employed by such additional persons, or companies as Consultant, in Consultant's sole discretion, sees fit.

5. **Equipment, Tools, and Training.** Consultant shall furnish all materials, supplies, equipment or tools needed to perform the Services. IFP may, at IFP's sole discretion, provide training from time to time related to the Services Consultant is to perform under this Agreement. Consultant shall not be required to utilize or attend any such training offered by IFP.

6. **Confidential Information: Records.** IFP has and will develop, compile, and own certain proprietary techniques and confidential information that have great value in its business ("Confidential Information"). IFP and Consultant will have access to Confidential Information of Customers. ("Customers" shall mean any persons or entities who purchase insurance through IFP Carriers, for whom IFP performs services, or from whom IFP or Consultant obtain information.) Confidential Information is to be broadly defined. Confidential Information includes all information that has or could have commercial value or other utility to IFP. Consultant agrees that at all times during or after the term of this Agreement, Consultant will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information except in the course of rendering the Services, or otherwise servicing Customer transactions as requested or authorized by Customers; or as otherwise permitted under the Gramm-Leach-Bliley Act and related federal and/or state regulations and legislation.

7. **No Solicitation.** During the term of this Agreement and for two (2) years after any termination of this Agreement, Consultant shall protect the Confidential Information and, as part of that obligation, shall not, either directly or indirectly (i) induce any individual or entity to sever its relationship with IFP; (ii) solicit any Customers for the purpose of replacing any insurance policy that has been in force less than the period of time required by the standard practices of the issuing IFP Carrier where any such replacement would incur a chargeback of commissions paid or to be paid on any policy or policies from the IFP Carrier.

8. **Unique Nature of Services.** Consultant represents and agrees that the Services to be performed are of a special and unique nature that gives them special value to IFP, the loss of which IFP cannot be reasonably or adequately compensated for damages in an action at law. Consultant acknowledges that IFP, in addition to any other rights or remedies, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this Agreement by Consultant.

9. **Independent Contractor Relationship.** Consultant is an independent contractor and not an employee or agent of IFP. Nothing in this Agreement shall be construed to create an employer/employee relationship between the parties.

10. Ownership of IFP Names, Service Marks and Materials.

a. Ownership and Return of Confidential Information and IFP Property. The parties agree that all Confidential Information and any materials (including, without limitation, documents, drawings, papers, discs, files, tapes, models, apparatus, sketches, designs, websites, Internet URLs or domain names, email addresses or lists), regardless of how they may be acquired by Consultant (collectively, the "IFP Property"), is the sole and exclusive property of IFP or IFP's suppliers or customers. Within five (5) days of request by IFP, Consultant shall destroy or deliver to IFP, at IFP's option, all IFP Property.

b. No Ownership of IFP Name or Marks. Consultant agrees and understands that Consultant has no ownership in, or rights to, any IFP name or marks. Marks for purposes of this Agreement shall include logos, artwork, designs, Internet domain names, slogans, dba names, or any other trademarks or service marks created for, or used by, IFP. Consultant agrees that any use of any allowed IFP name or mark by Consultant on written, electronic, or printed materials shall clearly identify the Consultant as follows: "Representing IntelOne Financial Partners."

11. Indemnification. The parties each agree to indemnify and hold the other party, its officers, agents, and employees free and harmless from, and shall defend them against, any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of that party, or loss of or damage to property, resulting directly or indirectly from that party's performance of this Agreement, regardless of whether liability without fault is imposed or sought to be imposed upon the other party, except where such loss, damage, injury, or claim is the result of the active negligence or willful misconduct of the other party and is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement on that party, its agents or employees.

12. Termination.

a. IFP may terminate this Agreement upon thirty (30) days written notice to the Consultant; or immediately upon Consultant's material breach of this Agreement or if Consultant is found guilty of serious misconduct in performance of Services.

b. Consultant may terminate this Agreement upon thirty (30) days written notice to IFP; or immediately upon notice to IFP in the event of IFP's material breach of this Agreement.

c. Upon termination of this Agreement, Consultant shall be entitled to receive only commissions that are actually earned as of the effective date of termination. The parties agree and acknowledge that the obligations of Consultant as set forth in paragraphs 6, 7, 10, 11, and 12 shall survive the termination of this Agreement.

13. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the performance of the Services by Consultant.

14. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. Representation by Counsel. The parties hereby acknowledge that to the extent each party has desired, they have sought the advice of counsel, and have been represented by counsel of their choice in connection with this Agreement.

16. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for any or all other times.

17. Assignment. This Agreement may not be assigned by Consultant without the prior written consent of IFP.

18. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas, excluding its choice of law rules that may otherwise require the application of the law of another jurisdiction. Any actions based on this Agreement shall be initiated only in courts having their situs in Houston, TX.

19. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the receiving party, or on the second business day after first class mailing to the receiving party's address entered below, or such other address as the parties may specify from time to time.

Effective Date _____

IFP

IntelOne Financial Partners, LLC

Address: IntelOne Financial Partners, LLC
P.O. BOX 16455
Sugar Land, TX 77496

CONSULTANT

Name: _____

Address: _____

City/State/Zip: _____

Signed: Kimberley Ngo
Kimberley Ngo, President

Signed: _____