

InteliOne Financial Partners Independent Agent Agreement
Effective: 02/14/2024

This Independent Agent Agreement is entered into by and between InteliOne Financial Partners (“IFP”), and the individual who has electronically signed and submitted this Independent Agent Agreement (the “Agent”) to IFP. IFP and Agent are collectively referred to as the “Parties” and may be individually referred to as a “Party.” In consideration of the mutual promises and covenants set forth below, IFP and Agent agree as follows:

1. COMMENCEMENT OF AGREEMENT, RELATIONSHIP OF THE PARTIES

A. Agent agrees and understands that this Independent Agent Agreement shall not become effective until it has been accepted by IFP. The Independent Agent Agreement shall be deemed to be accepted by IFP when Agent has been issued an IFP Agent code.

B. Upon acceptance by IFP, this Independent Agent Agreement, together with the IFP Policies & Procedures, the Commission Schedules published in Agent’s back office, the IFP Agent Compliance Declarations, the IFP Social Media Policy, the IFP Products and Points Multipliers Schedule, the Ultimate Builder Multi-Pay System, all of which are incorporated by reference, shall constitute the entire agreement (the “Agreement”) between IFP and the Agent. This Agreement supersedes any and all prior contracts, agreements or understandings between Agent and IFP, including but not limited to “Single Case Agreements” for commissions on groups and /or individual policies or contracts, whether written or oral.

C. IFP reserves the right to amend the terms of the Agreement, the Commission Schedules or the Advanced Commission Addendum, in its discretion. Amendments shall be effective thirty (30) days after notice of the amendment is posted or communicated to Agent but any amendment shall not apply retroactively. This Agreement may also be amended upon written consent of IFP and Agent.

D. Agent agrees to pay a one-time non-refundable enrollment fee of \$125 to IFP to cover costs related to Agent’s back-office which contains sales aids and other business materials. This fee is the only required purchase to become an IFP Agent.

E. Agent expressly understands and agrees that Agent at all times shall be 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 IFP AND AGENT WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE INCOME TAX PURPOSES.** Agent acknowledges that IFP 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.

2. AGENT BUSINESS PRACTICES

A. The Agent shall do business only in those states where IFP is authorized to do business. Agent must at all times be in compliance with all applicable regulatory licensing requirements applicable to the solicitation of applications for the approved products offered by IFP. A list of approved products offered by IFP is provided in the IFP Products and Points Multipliers Schedule located in Agent's back office.

B. All checks collected by Agent should be made payable to the Insurance Company the application is submitted to. 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.

C. Agent must obtain PRIOR WRITTEN APPROVAL FROM IFP prior to utilizing or publishing marketing or advertising materials that reference IFP or any products or services marketed by IFP.

D. Agent shall have no authority to make, alter, modify, enter into or discharge any policy or contract offered by IFP; incur any debts or expenses on behalf of IFP; or withhold or convert to Agent's own use or for the benefit of others any monies, securities, policies or receipts belonging to IFP.

E. Agent shall promptly submit to IFP or the applicable Insurance Companies all applications for policies.

F. Agent shall have no authority to endorse or present for collection any check, draft or other instrument made payable to an Insurance Company.

G. Ethical Business Practices. Agent shall at all times conduct IFP business in a manner that reflects favorably at all times on IFP, IFP products and services, and IFP Agents. Agent shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to IFP, other Agents or the public. Agent shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their independent IFP business and performance of their obligations under this Agreement, including the marketing, promotion, and sale of IFP products and services. In addition, Agent shall: (i) not publish or use any misleading or deceptive advertising material regarding IFP or its products or services; (ii) not make any statements, representations, guarantees, or warranties regarding IFP products or services that are inconsistent with those set forth in IFP publications; (iii) not make any online postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of IFP or any third party.

H. Earnings Claims. Agent shall not make any earnings claims or representations in connection with promoting IFP as a business or income opportunity except as specifically set forth in materials published by IFP. Agent acknowledges that IFP does not pay any compensation, bonus, or commission for enrolling other Agents.

I. Sales Tools. Agent may create her or his own sales aids, presentations, advertising and promotional materials ("Sales Tools"). All Sales Tools must contain only those product claims and income claims published by IFP, clearly identify they were created by an independent Agent and identify the Agent. Agent shall not sell or attempt to sell such Sales Tools. Agent may make Sales Tools available to other Agents free of charge. IFP reserves the right to review any Sales Tools to ensure compliance with this Agreement. In addition, IFP may create Sales Tools that are available for purchase by Agents.

J. Use of Company Trademarks. The name "IFP" and other names and logos used by IFP are proprietary trade names, trademarks and service marks solely and exclusively owned by IFP (the "Company Marks"). IFP grants to Agent a limited, nonexclusive, non-transferable license to use the Company Marks during the term of this Agreement provided that such use complies with the provisions of this Agreement. Agent shall not use anything confusingly similar to the Company Marks in any email address, website domain name, or social media name or address. Agent shall also not use any Company Marks or any derivatives or variations of such marks or anything confusingly similar with any pay-per-click or other search engine optimization strategy.

K. Social Media & Digital Marketing. Should Agent utilize social media and digital marketing in promoting Agent's IFP business, including but not limited to blogs/individual websites, web forums, Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, or other online platforms, Agent agrees to (i) conspicuously identify themselves as an independent Agent in all advertising, directory listings, promotional material, social media postings, and other forums in which they promote IFP's products, services and/or business; (ii) follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, Agent must abide by the site's terms of use, and all other rules of the site; (iii) not use any social media site or other web presence on which they discuss or promote IFP or IFP products or services to solicit IFP Agents for another direct selling, network marketing or insurance company or business opportunity; and (iv) not imply exclusivity or ownership of a specific geographical area in a social media profile, post or website.

L. Confidential Information. Agent acknowledges that IFP may provide Agent with proprietary or non-public information and reports relating to Agent's sales activity, other Agents, including downline reports, IFP products, IFP events and seminars, or IFP customers ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by IFP that are made available to Agent, contact and earnings information of other Agents, sales information, forecasts, projections or other materials furnished or prepared by IFP for Agent's use. Agent acknowledges that IFP is the sole owner of any and all Confidential Information provided to Agent pursuant to this Agreement. In this regard, Agent shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute,

license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by IFP to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of IFP to protect and maintain the Confidential Information. The obligation of Agent regarding confidentiality shall survive for so long as IFP may, in its sole discretion, consider the Confidential Information to be confidential. Agent shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Agent shall not directly or indirectly utilize Confidential Information to solicit other Agents or customers to join another direct sales company or purchase products or services from another company.

M. Non-Disparagement. During the term of this Agreement, Agent agrees to refrain from making negative, disparaging, untrue or misleading statements or comments about IFP, IFP products or services, IFP's officers, employees or other IFP Agents.

N. Non-Solicitation of Agents. During the term of this Agreement and one (1) year following the termination of this Agreement, Agent agrees to not directly or indirectly (i) solicit any IFP Agent to join, enroll or affiliate with another insurance or direct sales company; or (ii) terminate or alter the Agent's business relationship with IFP. In this paragraph, "solicit" is defined to include the direct or indirect, actual or attempted, solicitation, encouragement, or effort to influence another Agent to participate in another direct selling business opportunity, even if the Agent's actions are in response to an inquiry made by another Agent. In this paragraph "direct sales company" is defined to include a network marketing, multi-level marketing, party plan or social media company that sells products or services through independent sales representatives.

O. Non-Solicitation of Customers. During the term of this Agreement and one (1) year following the termination of this Agreement, Agent agrees to not directly or indirectly solicit, encourage or attempt to induce any IFP customer to terminate, reduce coverage under or replace any IFP products or services which have been sold by Agent or his/her downline Agents.

P. Right of Publicity. Agent grants to IFP a revocable license to use the Agent's name, photograph, likeness, personal story, testimonial, and/or IFP business history or information in advertising and promotional materials and waives all claims for remuneration for such use. The Agent waives any right to inspect or approve the same prior to publication by IFP. Agent may cancel this authorization by delivering written notice of revocation to IFP.

Q. Security of Customer Data and Confidential Information. Agent must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i)

encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files or locking up physical files containing Confidential Information and (iv) shredding or irretrievably deleting Confidential Information and customer data. Agent must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting Confidential Information or customer data, the Agent shall promptly notify the affected customers and IFP in writing after becoming aware of such security breach and specify the extent to which Confidential Information or customer data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. Agent, at her or his expense, shall cooperate with IFP and affected customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies, and consumer reporting agencies, if such notification is required by law.

3. AGENT COMPENSATION

Provided Agent is in compliance with all terms of this Agreement and all applicable laws and licensing requirements, Agent shall be compensated according to the Commission Schedules and Ultimate Builder Multi-Pay System in Agent's back office. Some or all of Agent's commissions may be paid directly by an Insurance Company and not IFP. It is the Agent's responsibility to regularly check the IFP Products and Points Multipliers Schedule as insurance companies periodically adjust commissions and total payouts.

A. Commissions to which Agent or Agent's hierarchy may be entitled shall be payable to the Agent or a downline Agent (as applicable) only after the due date of the commissions payable from the Insurance Companies of issued business.

B. 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 IFP by the Agent and such commissions shall constitute an Indebtedness owed by Agent to IFP until returned. See Section 5(G) below.

C. Other than the commissions and other compensation set forth in the Commission Schedules, the Guidelines and Points Multipliers and the Ultimate Builder Multi-Pay System, Agent shall be entitled to no 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 IFP. In such cases, payments shall be allocated among Agents proportionately by IFP for commission payment purposes only.

D. Most Insurance Companies prepay or advance between seventy-five percent (75%) and one-hundred percent (100%) of first year commissions due on life insurance policies sold by the Agent (this percentage may vary based on company and product). If the prepay is less than 100%, IFP will pay to agents any remaining first year commissions, after commissions are paid by the insurance company to IFP. These will be in the 10th, 11th and 12th months after the

policy is issued. No commissions are due if the policy is charged-back or canceled. IFP reserves the right to pay first year commissions on an “as-earned” basis, or 1/12th of the first year commissions per month in the first year. This option may be chosen due to poor agent persistency or other metrics as IFP defines from time to time in its sole discretion.

E. Only commissions earned on applications written after the date IFP has approved this IFP Agent Agreement are eligible for advance commission payments. Advance commissions are available on life insurance policies that have recurring premiums paid under a monthly pre-authorized check plan. For IUL and other life insurance plans, advance commissions are available on the planned premium up to the target or commissionable premium of the issued and paid policy less any non-commissionable policy fees. Specifically excluded from advance commission eligibility are annuities, life premium in excess of target premium, single premium life insurance, controlled business (all family members and business partners), and additional deposits received in conjunction with the sale of individual life insurance and annuity policies (“New Business”). Premiums paid on a premium mode other than Pre-Authorized Checking (PAC) are not eligible for advance commissions. Agents must have good credit standing in order to qualify for advance commissions. IFP, in its sole discretion, can approve or disapprove commission advance payments.

F. All advances 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. This provision does not apply to advance on submit commissions (See Advance on Submit Commission Addendum for details).

G. Advance Commission Cap. Advance commission is limited to \$3,500 for any one policy individually for newly licensed Agents. IFP retains the right to remove Agent from this Advance Commission. Agent must be in good standing with IFP and have acceptable persistency, which is 75% in force business at the 13th month. See Policies and Procedures for additional details on Advance Commission Cap. This provision does not apply to advance on submit commissions (See Advance on Submit Commission Addendum for details).

H. 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 IFP from time to time pursuant to The Commission Schedules and the Guidelines and Points Multipliers, Agent shall become Vested and entitled to receive commissions upon termination of this Agreement subject to the following: (a) if Agent is a natural person, this Agreement shall terminate immediately upon the death or termination of Agent and any commissions due and payable to Agent at the time of death, or any time thereafter shall be paid to the executor or administrator of Agent’s estate, or to Agent’s assignee, as applicable; (b) if Agent’s total compensation (from all lines) from IFP in any calendar year is less than \$300.00, IFP shall have the right to terminate this Agreement upon written notice to Agent and no commissions shall be payable to Agent after the termination date; (c) Commissions shall be payable for so long as the Agent is designated as “Agent of Record” by a participating Insurance Company or by the

policyholder when commissions are received by IFP, and the Agent is servicing the business in a manner satisfactory to IFP and in compliance with all terms of this Agreement; (d) no Commissions shall be payable to Agent if this Agreement is terminated "For Cause" pursuant to Section 6 below; and (e) Commissions set forth in the Commission Schedules or IFP Guidelines and Points Multipliers may be amended upon notice from IFP 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.

I. Indebtedness. Any advance, loan, or extension of credit which the Agent or their downline Agent may secure or obtain from IFP shall constitute an Indebtedness owed to IFP. If any check or draft of the Agent used to transfer monies to IFP is dishonored upon presentment for payment, the amount of such check or draft shall be considered an Indebtedness of the Agent to IFP. The following provisions shall apply to any Indebtedness owed by an Agent to IFP:

(i) The entire Indebtedness to IFP of the Agent as recorded in the records of IFP may be deemed due and payable in full to IFP at any time upon written notice to Agent.

(ii) Agent agrees that IFP shall have first lien on any and all Agent commission accounts, and that IFP has a prior right of offset to the extent of any and all unearned prepaid commissions.

(iii) Agent shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by IFP in connection with the recovery from Agent of any Indebtedness to IFP.

(iv) Agent hereby grants to IFP a first security interest in all commissions owing to Agent pursuant to this Agreement to secure any Indebtedness to IFP, and IFP may at any time apply commissions payable to Agent or any other monies payable to Agent by IFP or by any Insurance Company contracted by or under common contract with IFP to reduce any such outstanding Indebtedness.

(v) It is understood and agreed that any prepayment of monies or commissions advanced shall create an Indebtedness to IFP. If payment in full is demanded, or if a repayment schedule is implemented, the undersigned agrees to pay interest on the unpaid balance of the loan at a rate of prime + 2% annually, calculated from the date the loan was originally made to the date the loan is finally repaid. For the applicable prime rate, IFP will refer to US Bank, N.A., or any other banking institution it may choose in its sole discretion.

(vi) Agent will be responsible for chargebacks in their downline hierarchy. Debit balances of downline Agents may rollup to Agent if downline debt remains unpaid. Such indebtedness will be allocated proportionately according to the most current upline hierarchy and the overrides that would be collected on new policy commissions.

(vii) Failure to repay any Indebtedness may result in Proportionate Debit Balance Roll-up to current upline hierarchy when debt is considered delinquent. Debt is considered delinquent once outstanding without sufficient repayment for 90 days.

(viii) Any Indebtedness by Agent or Agent's downline to Insurers will be treated as a first lien on any commissions due under this Agreement or any previous Agreement with IFP or other Insurers. Such commissions will continue to be forfeited to IFP or Insurers until Agent's or any Agent's downline debt is repaid. Upon request by IFP, Agent shall pay to IFP or Insurers 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.

(ix) 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 Equity Share points. This 'for cause' termination may be reported to the Department of Insurance in Agents' resident state. Agents carrying long-term debit balances may also be reported to Vector One.

(x) Agent agrees that IFP, at any time, may set-off against commissions due or to become due to Agent, or to anyone claiming through or under Agent, any amount due from Agent or Agent's downline to IFP, including any chargebacks. If not set-off, all such amounts shall be paid to IFP within 30 days. Agent also agrees that Agent remains legally obligated to immediately reimburse any upline Agent for the full amount of any chargebacks due and owing to IFP under this agreement for which said upline t has paid on Agent's behalf. In the event that IFP, or any upline Agent elect to refer such indebtedness to outside collections and/or to initiate legal action to collect any indebtedness from Agent or Agents's downline, Agent shall reimburse IFP fully as applicable, for the costs of collection, attorney's fees, and expenses incurred by IFP. . This provision shall remain in full force and effect regardless of any termination of IFP Independent Agent Agreement.

4. GENERAL PROVISIONS

A. Agent Conduct.

Agent shall be free to exercise Agent's personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by IFP concerning 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 IFP and conduct business.

B. Background Investigation. Agent authorizes IFP to conduct an investigation concerning character, credit, reputation and personal traits and releases IFP and any entity with whom IFP contracts with from any liability with respect to the content of the information provided in such investigation and any resulting action by IFP including the sharing of such information or the termination of this Agreement.

C. 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 IFP with proof of coverage upon request. The minimum amount of Errors & Omissions coverage required shall be \$1,000,000 (One Million Dollars). This requirement may be changed by IFP upon notice to the Agent. Agent shall inform IFP of any material changes in Agent's E&O coverage within 60 days of the change. Material changes include, but are not limited to, E&O coverage that falls below the minimum amount required, any lapse, cancellation, or termination of E&O coverage, and any restriction(s) placed on Agent's E&O policy by an E&O carrier. IFP may terminate this

Agreement at any time if Agent's E&O coverage does not meet the minimum amount required by IFP.

D. 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 IFP to Agent are the sole property of IFP. Agent agrees not to use or disclose any such information to any person except as expressly permitted by this Agreement and to take reasonable precautions to prevent any unauthorized disclosure or dissemination of such information. Upon request by IFP or termination of this Agreement, Agent agrees to promptly return all such information, including all copies, to IFP.

E. Non-IFP Products or Services. Agents are prohibited from marketing or selling non-IFP products, training or services to other IFP Agents without first obtaining written approval from IFP. Agents are also prohibited from charging prospective Agents any fees in connection with prospective Agent's application to become an Agent for IFP. The only fee required to become an IFP Agent is the one-time non-refundable fee of \$125 payable by Agent to IFP.

G. Recruiting Protocol. If two or more IFP Agents are attempting to recruit the same potential IFP 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 IFP system and sign the Agreement electronically and/or by actual signature. Inputting personal information for any other person is grounds for immediate termination). Cross recruiting at/from an IFP event or IFP Agent office or under any circumstances is prohibited. "Cross-recruiting" means the solicitation or recruitment of an IFP Agent in another Agent's downline to transfer to another IFP Agent downline. This action is grounds for immediate termination of the IFP Independent Agent Agreement. All IFP Agents are prohibited from soliciting, recruiting or inducing any other IFP Agent to join or enroll in any other business opportunity. Such conduct shall be grounds for immediate termination of the Independent Agent Agreement.

H. Co-Leadership. Should any Agent be Inactive, IFP may choose to place the Inactive Agent into IFP's co-leadership program. This program will pair the Inactive Agent with an IFP-approved manager. This program is intended to assist Inactive Agents to become active Agents within IFP.

I. Assignment. No Assignment or other transfer of any rights, title or interests under this Agreement, or of any benefits accruing under this Agreement, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void without the written approval of IFP. Any assignee of rights or benefits of this Agreement shall be subject to all the terms and provisions of the Agreement.

J. Hold Harmless. Agent agrees to indemnify and hold IFP, its directors, officers, managers and employees harmless from and against all claims, damages, losses, expenses, costs or liabilities (including attorney's fees) arising from or relating to (i) Agent's operation of Agent's independent IFP business; (ii) any negligent, reckless or intentionally wrongful act of Agent or any person

acting on Agent's behalf; (iii) any breach by Agent of any term of this Agreement; and (iv) any claim that Agent has violated or infringed upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.

K. Limitation of Liability. The Parties agree that neither IFP nor Agent shall be liable for, and the Parties agree to release, defend, and hold harmless the other Party from, all claims for special, indirect, incidental, punitive, consequential or exemplary damages of any kind or nature for any claim or cause of action relating to or arising from the Agreement.

L. Compensation After Termination – If this Agreement is terminated by Agent's death or total and permanent disability, Agent or Agent's beneficiary shall receive commissions pursuant to this Agreement on business written prior to termination. Unless otherwise designated in writing, Agent's beneficiary shall be Agent's spouse, if then living, otherwise, Agent's estate. 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 IFP or any of its affiliates or subsidiaries. In the event Agent's total compensation after termination of this Agreement totals less than \$300.00 during any calendar year after termination no further compensation shall be paid to Agent or Agent's beneficiary. All compensation payable after termination of this Agreement shall be subject to IFP's right of recoupment lien to recover an Indebtedness as discussed above.

M. Beneficiary – Agent may designate a beneficiary to receive commissions payable after Agent's death. A named beneficiary may only be a spouse, family member or a bona-fide business partner approved by IFP. The name of the beneficiary, along with their relationship and contact details must be recorded in the IFP back office. IFP reserves the right to require evidence that there are no conflicting claims before making payment to the named beneficiary.

N. Notices - Notices to Agent from IFP may be sent by mail, email or through the IFP website.

5. TERMINATION

A. This Agreement may be terminated without cause by either Party upon not less than thirty (30) day's written notice to the other Party and such termination shall be effective as of the date specified in such notice (which shall not be less than thirty days from the date on which the notice was sent).

This Contract may be terminated by IFP at any time for "cause." "Cause" shall include but not be limited to (i) Agent's commission of a fraudulent, illegal or dishonest act adversely affecting IFP, including but not limited to cross-recruiting; (ii) violation of any law, regulation, or rule of any jurisdiction in which the Agent operates; (iii) cross-recruiting of an IFP Agent to another Agent's downline or to any other business opportunity; (iv) any act or omission by Agent that is harmful to the reputation and/or goodwill of IFP, including but not limited to disparagement of IFP, its officers, employees or other IFP Agents; (v) an Agent's personal policy persistency drops below 70% in the 13th month; (vi) an agent's contract is canceled by a carrier for fraud; or (vii)

repeated violations of the Agent Agreement, IFP's compliance declarations, social media policies, compliance declarations and other similar guidelines posted by IFP.

A termination for cause shall be effective upon Agent's receipt of written notice of termination or on the date specified in the notice if later. Upon a termination for "cause," IFP may, at its option, forfeit all of Agent's commissions which may be due under this Agreement as of the termination date and all commissions which may become due following the termination date. Agents terminated for cause forfeit all accumulated ESP and are ineligible to receive further ESP. Agents terminated for cause are ineligible to rejoin IFP. To the extent this provision conflicts with any other provision of this Agreement this provision shall control.

6. IFP EQUITY SHARE POINTS PLAN

Eligible Agents have the opportunity to participate in the IFP Equity Share Points ("ESP") Plan. IFP ESP is NOT a Stock or Stock Option Plan or offer. Also, this is not an offer to sell or the solicitation of an offer to sell a security.

IFP does not guarantee the sale of the company, and IFP is under no obligation to pursue or finalize a sale of the company. IFP does not speculate as to the value of the sale price.

IFP reserves the right to change the Eligibility Requirements at any time

7. AGENT REPRESENTATIONS.

By entering into this Agreement, Agent represents and acknowledges the following: (i) 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; (ii) 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 (iii) IFP, 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 IFP is relying in agreeing to enter into and accept this Agreement.

8. GOVERNING LAW, VENUE AND ARBITRATION. This Agreement, including any procedural or substantive rights in any arbitration, shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

9. THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO AGENT'S COMMISSIONS, THE ESP 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 INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (The "aaa").

THE COMMERCIAL RULES OF THE AAA ARE AVAILABLE AT www.adr.org. BY AGREEING TO ARBITRATE, THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

A. In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in Dallas, Texas metropolitan area, although either party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim. The Parties shall share equally the costs of case management fees, arbitrator fees or other fees charged by AAA other than the filing fees referenced above. The Parties shall bear their own costs for attorney's fees, court reporter fees, transcript fees and other litigation costs.

B. Although this agreement to arbitrate is made and entered into between Agent and IFP, the owners, members, managers, and employees of IntelliOne Financial Partners (the "Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This provision shall not restrict either party from seeking preliminary or permanent injunctive relief in a court of competent jurisdiction, provided, however, that the sole and exclusive venue for any court proceedings shall be in Collin County, Texas. The parties to this Agreement consent to the exclusive jurisdiction of state and federal courts of Collin County, Texas for purposes of enforcing any arbitration award or other legal proceedings between them. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

C. This agreement to arbitrate shall survive the termination of this Agreement. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction.

10. CLASS ACTION WAIVER. By entering into the foregoing agreement to arbitrate, 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.

11. 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.

12. SIGNATURES.

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 IFP Agent code. I further acknowledge that this Agreement is dated and accepted by both parties upon creation of my unique IFP Agent code.

ELECTRONICALLY SIGNED BY THE AGENT