

Independent Agent Agreement

This Agreement is made and entered into by and between Insurance Marketing Systems, Inc. ("Company"), and _____, an individual residing at _____ ("Agent", "You", "Your", "Yours").

The Company and Agent mutually agree as follows.

1. **Term:** Subject to the provisions for termination as set forth in Section 8 below, the term of this Agreement will begin on _____, 200____ and will continue until termination, as provided by this agreement.
2. **Basis of the Agreement:** This Agreement is between the Company which is in the business of the sale of life, disability, mortgage protection and related insurance products and the Agent who is duly licensed to sell life, disability, mortgage protection and related insurance products. The Company desires to retain the services of the Agent and the Agent desires to be retained by the Company as an independent contractor to assist the Company to produce maximum premium through the Company contracts with the Company authorized insurance companies on the terms and conditions set forth herein.
3. **Compensation:** For all services rendered by the Agent pursuant to this Agreement, the Agent will be compensated as follows:
 - (a) The Company will cause the Agent to be paid for premiums generated by the Agent directly by the Company authorized insurance companies that issue the insurance as set forth in the Company's commission schedule in effect which is attached to and forms a part of this agreement. Agent hereby acknowledges that the Company does not pay the Agent any commissions. All commissions are generated by the home office of the insurance company. The Agent agrees to hold harmless the Company for any commission discrepancies whatsoever and will pursue at the Agent's sole expense any shortages or improper payouts of all commissions. The Company reserves the right to unilaterally amend the commission schedule by providing Agent with written notice of the terms of such amendment.
 - (b) Company may provide the Agent with leads, scripts, training, marketing support, database support, software modifications, incentive programs and contest programs to facilitate the Agent's performance under this Agreement.
4. **Obligations of Agent:**
 - (a) Agent agrees to use their best efforts to generate premiums for the Company authorized insurance companies to the extent it is appropriate and suitable for the prospective insured.
 - (b) Agent shall be licensed as a life insurance agent in the state(s) in which he/she solicits insurance or becomes entitled to commissions under this Agreement.
 - (c) Agent shall comply with all applicable laws, rules and regulations relating to your obligations hereunder.
 - (d) Agent shall at all times act in an ethical, competent and professional manner.
 - (e) Agent shall immediately transmit to the Company or Company authorized insurance companies all applications, amendments, correspondence, premium collected and any other information required in the processing of business each day.
 - (f) Agent shall conduct necessary follow-up with carriers to ensure that requirements are completed and processed.
 - (g) Agent shall conduct necessary follow-up to ensure policy delivery and post issue requirements are completed and processed.
5. **Confidentiality:** Any and all information, written or oral, given to You by the Company constitutes confidential and proprietary information of the Company (Confidential Information). You shall only use the Confidential Information for the benefit of the Company. Specifically, you shall use the Confidential Information to generate premium on the Company authorized insurance companies. You shall exercise all necessary precautions to safeguard the security and secrecy of all Confidential Information provided to You. You recognize that irreparable harm can be caused the Company by Your breach of this provision and accordingly the Company shall be entitled to seek and obtain equitable relief, including but not limited to, injunctive relief in the event of such breach. Additionally, Your breach of this provision shall give the Company the right to terminate Your Agreement for cause.

6. Non-Competition Covenant:

- (a) Agent acknowledges that during its relationship with the Company it will be privy to Confidential Information and will be the beneficiary of knowledge and training gained as a result of its relationship with the Company. In consideration thereof, and in consideration of the Company entering into this Agreement, Agent agrees that so long as the Agreement is in effect, and for a period of twenty-four (24) consecutive months thereafter, Agent will not, either directly or indirectly, except with the prior written consent of the Company, do any of the following:
- i. Solicit work from or render services to, either directly or indirectly, for its own benefit or the benefit of another, any of the Company's agents, agencies or clients for whom it has performed services on behalf of the Company;
 - ii. Hire, either directly or indirectly, any employee of the Company, in any capacity whatsoever, nor attempt to induce any employee of the Company to leave the employ of the Company and or induce any employee past or present to furnish the Agent with information regarding vendors, agents or agencies, marketing materials, issued or pending business or any of the Company's marketing or sales practices; or
 - iii. Reproduce or copy any of the Company's lead material. Mail any direct mail solicitations of a similar content to those used by the Company. Use or copy any of the Company's sales material, presentations or any material of a proprietary nature, which originated from the Agent's association with the Company.
- (b) In the event Agent should be in violation of this Non-Competition Covenant, then;
- i. The time limitation thereof will be extended for a period of time equal to the period of time during which such breach or breaches are occurring; and
 - ii. In the event the Company should be required to seek relief in any court or tribunal, then this Non-Competition Covenant will be further extended for a period of time equal to the pendency of such proceedings, including appeals.
- (c) Agent further acknowledges and agrees that the restrictions contained in this Section 6 are for the sole purpose of protecting the legitimate business interests of the Company. Upon termination of the Agreement, the Agent is free to pursue other endeavors and may engage its services in the field of sell life, disability, mortgage protection and related insurance products, so long as it is not in violation of the provisions of this Section 6. Nothing contained in this Agreement will be interpreted or construed as a restriction prohibiting the Agent from earning a living, generally, or from engaging its services in the field of sell life, disability, mortgage protection and related insurance products specifically.

7. Authority Limitations: The Agent and the Company are contractors, independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless agreed to in writing and signed by both parties hereto.

8. Termination:

- (a) Except as otherwise provided herein, the Agreement may be terminated by either party for any reason by the giving of not less than thirty (30) days written notice, unless a shorter period is agreed to by both parties in writing. On the giving of such notice by any party to this Agreement, the duties of all parties will continue in full force and effect until the expiration of the applicable notice period, unless otherwise mutually agreed or as otherwise provided herein.
- (b) In the event a breach occurs in any material term of this Agreement, this Agreement will terminate effective ten (10) days after written notice by the non-breaching party to the other parties.
- (c) The Company may immediately terminate this Agreement at any time for cause by written notice to the Agent. For purpose of this Agreement, termination for cause will mean (i) a material breach of the terms of this Agreement; (ii) an act or acts of dishonesty by the Agent constituting a felony under applicable law and resulting or intending to result directly or indirectly in gain to or personal enrichment of the Agent at the Company's expense, or (iii) any other negligent or intentional conduct which shall be detrimental to the goodwill and business reputation of the Company including but not limited to insurance department investigations and or actions or failure to disclose any information on insurance company contracting forms or insurance or insurance department licensing forms.
- (d) Upon termination of this Agreement, for reason other than for cause, the Agent will be paid whatever amount of the total compensation owed that the Agent has not received as of the date of termination. If the Agent is terminated for cause, it will forfeit all commissions, whether earned or unearned, due and owing to it under this Agreement.

9. Governing Law: This Agreement is made and entered into in the State of Florida and will in all respects be interpreted, enforced and governed under the laws of the State of Florida. The Agent hereby consents to jurisdiction within the State of Florida in the federal, state or local courts for the purposes of any proceedings arising out of this Independent Agent Agreement and Agent agrees not to bring any action against the Company in any other jurisdiction except Florida.
10. Entire Agreement: This Agreement sets forth the entire understanding and agreement between the parties and fully supercedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. This Agreement will not be modified by any oral representation made before or after the execution of the Agreement. All modifications must be subsequent hereto and in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have voluntarily executed this Agreement

on this _____ day of _____, 200_____.

INSURANCE MARKETING SYSTEMS, INC.

By: _____

Ed Gentry
President

ACKNOWLEDGEMENT, I understand and agree that all materials including but not limited to training manuals, phone scripts, presentation books including all pages, video and audio cassettes, CD's and DVD's, software, software modifications, software licenses, leads, company forms, applications, etc. are and remain the property of the Company. I will return in good condition all materials in my possession if so asked or if this Agreement is terminated as outlined in section 8. Any commitment fee paid by the Agent to the Company is never considered as purchasing materials.

I have read and understand all three (3) pages of the contract.

NAME OF AGENT (print)

X _____