



NASB Agent Contract

This New Agent Contract is entered into, effective as of the date of execution, by and between North American Senior Benefits ("NASB"), a Georgia corporation having its primary place of business in Gwinnett County, Georgia and _____ ("Licensed Agent")("Independent Contractor").

WHEREAS, NASB is a broker for insurance carriers under various contracts ("NASB Carriers") and has the authority to recommend the appointment of the Licensed Agent to sell the insurance products of NASB Carriers, and

WHEREAS, The Licensed Agent desires to be appointed through NASB to access such insurance products from NASB Carriers.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (including, without limitation, the advantages and benefits inuring to the Licensed Agent by associating with NASB) and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

1. The Licensed Agent shall comply with all federal, state and local laws, regulations and rules applicable to the Licensed Agent's solicitation of insurance products, and all rules, policies, procedures, and standards which are provided to the Licensed Agent by NASB or by any NASB Carrier.
2. The Licensed Agent shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance with any NASB Carrier.
3. The Licensed Agent shall not alter, modify, waive or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts, or other materials provided by NASB and/or any NASB Carrier to the Licensed Agent unless such alterations, modifications or amendments are submitted and approved in writing by NASB and/or the NASB Carrier. The Licensed Agent shall not create any material that references NASB or any NASB Carrier unless submitted and approved in writing by NASB and/or the NASB Carrier.
4. The Licensed Agent agrees to indemnify and hold harmless NASB, its directors, officers, employees, successors and assigns from and against any and all claims, actions, damages, losses

and liabilities (including, without limitation, reasonable attorneys' fees) ("Losses") arising from a breach of this Agreement or any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, on the part of the Licensed Agent or any of the Licensed Agent's agents or employees.

5. The Licensed Agent agrees to immediately repay to NASB all compensation received by the Licensed Agent from policies in which premiums have been returned or in which the policy was not issued, issued and subsequently canceled, terminated or rescinded, or which the premium(s) are waived, reduced or refunded. The Licensed Agent further guarantees and agrees to pay all debt owed to NASB by the Licensed Agent or by any downline agent from the Licensed Agent, including without limitation chargebacks and debts for the purchase of leads. The Licensed Agent agrees to be subordinate to the right of NASB to offset or apply all compensation received against any indebtedness of the Licensed Agent and/or downline agents of the Licensed Agent to NASB or NASB Carriers. The Licensed Agent agrees that any reasonable attorneys' fees and/or collection costs associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Licensed Agent to NASB.
6. Licensed Agent agrees to allow NASB to send marketing information and related updates via electronic pre-recorded voice broadcast and text message to Licensed Agent's cell phone, and Licensed Agent agrees to be responsible for any and all charges resulting from said text messages.
7. Licensed Agent will not use or disclose nonpublic personal information, i.e. financial or health information ("Protected Information"), of individuals who seek to obtain insurance products and/or services through the Licensed Agent. The Licensed Agent will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents, or representatives of the Licensed Agent who need to use the information in connection with underwriting, claims administration or other servicing of products and/or services for a particular consumer or customer. The Licensed Agent will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except as necessary in underwriting, administering claims, or otherwise servicing the consumer or customer transaction requested or authorized by the consumer or customer. The Licensed Agent will establish appropriate standards for safeguarding Protected Information within the Licensed Agent's control.
8. The Licensed Agent acknowledges and understands that the Licensed Agent is or will be one of many independent contractors associated with NASB and that the relationship between the Licensed Agent and NASB is that of an independent contractor and does not constitute any relationship of employer and employee, franchisor and franchisee, partnership or joint venture between the parties.

9. Non-Disclosure of Confidential Information:

- a. The Licensed Agent recognizes and acknowledges that certain confidential and proprietary information (“Confidential Information”) of NASB, as may exist from time to time, are valuable, special and unique assets of NASB’s business, and that access to and knowledge of this Confidential Information are valuable to the Licensed Agent for the performance of the Licensed Agent’s duties. Such Confidential Information includes, but is not limited to any and all business or technical information such as:
 - i. Any and all methods, formulas, processes, techniques, practices, marketing and sales information, personnel data, financial data, plans, and all other know-how and trade secrets which are in the possession of NASB, no matter what the source, and which have not been published or disclosed to the general public;
 - ii. NASB’s business methods and practices, including pricing methods, contract terms, and practices;
 - iii. Compilations of data or information, including but not limited to NASB’s business, customer lists, agents lists, agent e-mail address lists, leads lists, potential customer list and list or contact information for customers and agents of NASB;
 - iv. Any other information that is not generally known to the public, including but not limited to information about NASB’s operations, personnel, products or services, which if misused or disclosed, could have a reasonable possibility of adversely affecting the business of NASB.
- b. Licensed Agent agrees to treat all information obtained from NASB as confidential whether written or oral and regardless of whether it is marked or otherwise designated to be confidential. The Licensed Agent recognizes and acknowledges that NASB has undertaken efforts to maintain the confidentiality of the Confidential Information. While under contract with NASB and for a period of two (2) years following the termination of the contract for whatever reason, the Licensed Agent agrees that he/she will not disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall the Licensed Agent make use of any such Confidential Information for his/her own purposes or for the benefit of any person, firm, corporation, or other entity. It is expressly understood and agreed that any Confidential Information constituting a trade secret under the applicable state or federal statute protecting trade secrets shall have greater of the protection afforded in this Agreement or the protections afforded pursuant to such statute.
- c. Required Disclosure: In the event that Licensed Agent is requested or required to disclose any Confidential Information supplied to the Licensed Agent in the course of Licensed Agent’s provision of services with NASB, it is agreed that Licensed Agent will provide NASB with prompt notice of such request so that NASB may seek appropriate protective order or, if appropriate, waiver of compliance to the provisions of this Agreement.

- 10. Conflicting Insurance Companies:** During the term of Licensed Agent’s contract with NASB or as a downline agent of NASB for any NASB Carrier and for a period of six (6) months following

termination of that appointment, Licensed Agent will not directly or indirectly obtain any other appointment with NASB Carriers to solicit or sell insurance products without prior written consent from NASB.

11. **Non-Solicitation of Insureds:** During the term of the Licensed Agent's contract with NASB and for a period of two (2) years following termination of said contract, Licensed Agent shall not:
 - a. solicit or otherwise establish or seek to establish any business relationship relating to the sale of insurance products with customers of NASB or insureds of NASB Carriers with whom the Licensed Agent had contact in connection with his/her providing services as an independent contractor of NASB or,
 - b. encourage or advise such customers and/or insureds to sever, discontinue or not renew any agreement or relationship to with NASB and/or NASB Carriers.

12. **Non-Solicitation of Vendors:** During the term of the Licensed Agent's contract with NASB and for a period of two (2) years following termination of said contract, Licensed Agent shall not, directly or indirectly, encourage or advise the vendors or service providers of NASB to sever, discontinue or not renew any agreement or relationship to NASB. This provision shall apply to all vendors or service providers: (i) who were vendors or service providers during twelve (12) months immediately preceding termination of the provision of services; and (ii) with whom the Licensed Agent had contact while an independent contractor with NASB.

13. **Non-Solicitation of Employees and Independent Contractors:** During the term of the Licensed Agent's contract with NASB and for a period of two (2) years following termination of said contract, Licensed Agent shall not, directly or indirectly: (a) solicit for the provision services or employment any employee, agent or independent contractor of NASB, (b) advise or recommend to any other person that they employ or solicit for provision of services any employee or independent contractor for NASB, (c) encourage or advise such employees, agents or independent contractors to sever, discontinue or not renew any agreement or relationship to NASB, or (d) otherwise establish or seek to establish any business relationship with any such employee, agent or independent contractor relating to the sale of insurance products.

14. **Media Consent and Release:** Licensed Agent hereby gives consent to the photographing, video recording, and recording of Licensed Agent's voice, likeness and name. NASB is hereby authorized to use or cause to be used still photographs of video recording, recordings of Licensed Agent's voice or name likeness for advertising, publicity, commercial or other business purposes without further compensation owed by NASB to Licensed Agent. The photographs, video recordings and/or voice recordings or reproductions, or any portion thereof, may be used singularly or in conjunction with other photographs, video recordings and/or voice recordings.

15. The term of this Agreement continues from the date of execution until termination as provided in this Section. The relationship and services between NASB and Licensed Agent may be terminated by either party without cause with thirty (30) days notice by providing written notice

to the other party, notwithstanding the terms of any other Agreement entered into between the parties, provided however the ongoing provisions of this Agreement shall continue in accordance with their terms. We may terminate this Agreement for cause effective as of any date we specify and revoke all right and privileges under it, by notice to you, if you fail to comply with any of the terms and conditions of this Agreement or the Lead and Credit Rules Agreement. You will forfeit any compensation payable to you after the date of our termination of this Agreement for cause.

16. **Acknowledgement of Independent Contractor Status:** I acknowledge that I am an independent contractor and I am not an employee of NASB or any affiliate of NASB. I understand that as an independent contractor, NASB and/or its affiliates are not responsible for paying my salary and withholding appropriate taxes, or paying Social Security, Workers' Compensation, state disability, and unemployment, or for providing any benefits on my behalf or on behalf of my spouse or dependents, including those that may be legally required. I understand that it is my obligation to pay all required taxes and to obtain any appropriate insurance, including disability or unemployment insurance. I understand that benefits will not be provided on my behalf or on behalf of my spouse or dependents by NASB.

17. **Post-Termination Obligation:** Upon termination of Licensed Agent's relationship to NASB or to NASB Carriers, for whatever reason, Licensed Agent shall immediately deliver to NASB all property and materials including but not limited to all business and technical information under this Section which pertains to or belongs to NASB, regardless of whether or not it is confidential or proprietary; and immediately cease holding himself out as being affiliated with NASB in any way, including without limitation through use of internet websites, internet addresses, e-mail addresses, business cards, use of NASB's name, trademarks and logos.

18. As a part of North American Senior Benefits, LLC's ("NASB") social media campaigns, NASB may post and share videos and photos submitted by NASB agents on various social media platforms. By submitting photos and/or videos to NASB you automatically grant, and you represent and warrant that you have the right to grant, to NASB an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such photos or other content for any purpose, commercial, advertising, or otherwise, on or in connection with NASB's social media pages or the promotion thereof, to prepare derivative works of, or incorporate into other works, such photos or other content, and to grant and authorize sublicenses of the foregoing. Furthermore, by submitting photos and/or videos to NASB you represent and warrant that you have the consent and permission of all individuals in such photos and/or videos for NASB to post such photos and/or videos on various social media platforms as NASB, in its sole discretion, shall decide. Lastly, you agree to indemnify and defend NASB in the event any claim is brought by any individual concerning any photo and/or video you submit to NASB.

19. Licensed agent shall comply with all federal, state and local laws, regulations and rules applicable to the solicitation of insurance products, and all rules, policies, procedures, and standards which are provided to Licensed Agent by NASB or by any NASB Carrier. Furthermore, Licensed Agent acknowledges and agrees that he/she is solely responsible for the content of any and all marketing materials and presentations that are used by him/her, and any individual under his/her direction, in the process of soliciting insurance products and he/she agrees to indemnify and hold harmless NASB, and its principals, managers and employees, for any and all claims, investigations, petitions, cases and reports related to his marketing materials, presentation or information.

20. By executing this Agreement Licensed Agent acknowledges that he/she has carefully read and considered and understands all of the provisions of this Agreement and has been affording the opportunity to have this Agreement reviewed by legal counsel of his/her choosing. Licensed Agent agrees without reservation that each of the restraints contained in this Agreement are necessary for the reasonable and proper protection of the legitimate business interests of NASB and that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area. Licensed Agent expressly acknowledges that NASB would suffer irreparable injury in the event of a breach or threatened breach of these covenants, NASB shall be entitled to an injunction restraining Licensed Agent from breaching said covenants and its costs and attorneys' fees; provided, however, that nothing in this Agreement shall be construed as prohibiting NASB from pursuing any other remedies available for such breach or threatened breach, including but not limited to the recovery of damages, liquidated or otherwise, from Licensed Agent.

21. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflict of laws. This Agreement shall be regarded as made under the laws of the State of Georgia and that the laws of Georgia shall be applied in interpreting its provision in all cases where legal interpretation shall be required. Each of the parties agrees to be subject to, and hereby submits, to the exclusive jurisdiction of the courts of Gwinnett County, Georgia and of the federal district court, which includes Gwinnett County, for the purposes of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby.

23. The rights and obligations of NASB under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of NASB including any successors or affiliates of NASB.

24. This instrument contains the entire 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 Agreement may not be changed orally, and any change or amendment must be in writing signed by both parties.

- 25. Should NASB have to enforce any provision of this Agreement in either a court of law or equity, Licensed Agent agrees to pay NASB its reasonable costs related to enforcement or the collection of any sum and damages provided under this Agreement, including reasonable attorneys' fees.
- 26. This Agreement can only be amended and modified by a written instrument properly executed by the Licensed Agent and the C.E.O. of NASB

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth below.

Licensed Agent Signature

Lawrenceville, Georgia 30049

Date

Licensed Agent Printed Name

Licensed Agent Address

Signature on behalf of NASB

Date

Seixas "Chad" Milner, III
C.E.O. and President
North American Senior Benefits, LLC
P.O. Box 492888



Door-to-Door Solicitation Agreement

This Door-to-Door Solicitation Agreement is made by and between North American Senior Benefits ("NASB") and the Licensed Agent _____. I, the Licensed Agent, hereby acknowledge that I fully understand and agree to the following terms and conditions, to be enforced by NASB, regarding the door-to-door solicitation of potential customers:

- I understand that I have entered into an Agent Contract with NASB to be appointed to sell insurance products for insurance carrier under various contracts with NASB ("NASB Carriers").
- I understand that each state, city, county or other local municipal entity may have its own laws and/or regulations regarding the door-to-door solicitation of customers, which may relate to one or more of the following:
 - Contact Hours (that is, the hours of the day in which a customer may be solicited in his or her home);
 - Required Disclosures (that is, what information must be disclosed to the customer);
 - Written Agreements (that is, whether or not a hard copy of any insurance agreement or policy must be left with the customer);
 - Cooling-off Period (that is, whether the customer has a number of days in which he or she may cancel a policy or other agreement without penalty);
 - Other terms prescribed by local law or regulation.
- I understand that some cities, counties or other municipal entities require that vendors register with the city, county or municipality before soliciting customers, and may require the payment of a registration fee.
- I understand that NASB will not provide me with any information regarding any applicable laws or regulations regarding door-to-door solicitation of customers;
- I understand that it is my sole responsibility to research all applicable laws or regulations regarding door-to-door solicitation of customers prior to engaging in any door-to-door solicitation efforts;
- I understand that I must keep myself apprised of any changes to any applicable laws or regulations regarding door-to-door solicitation of customers in the area(s) in which I intend to solicit customers;
- I understand that it is my sole responsibility to register with any city, county or municipality that requires registration and to pay any applicable registration fee, which will not be reimbursed by NASB.
- I understand that I am solely responsible for any fines or other charges levied against me by any government entity as a result of my violation of any applicable laws or regulations regarding door-to-door solicitations, as well as any attorneys' fees or costs associated with my defense to any fines or other charges.
- I agree to indemnify and hold harmless NASB for any fines or charges levied against NASB as a result of my violation of any applicable laws or regulations regarding door-to-door solicitations of customers.
- I agree in no event to approach a home that displays "no solicitation" or similar signage.

- I understand this Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Agreement may not be changed orally, and any change or amendment must be in writing signed by both parties.

This Door-to-Door Solicitations Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall be regarded as made under the laws of the State of Georgia and that the laws of Georgia shall be applied in interpreting its provision in all cases where legal interpretation shall be required. Each of the parties agrees to be subject to, and hereby submits, to the exclusive jurisdiction of the courts of Gwinnett County, Georgia and of the federal district court, which includes Gwinnett County, for the purposes of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby.

I have read and understand the foregoing Door-to-Door Solicitations Agreement and agree said Agreement shall be binding and executed on the date indicated below my signature.

Date: _____

Licensed Agent's Name: _____

Licensed Agent's Signature: _____