

entitled to any employee benefits. The Agent shall be responsible for paying all income taxes and other taxes charged to the Agent on amounts earned hereunder. All financial and other obligations associated with the Agent's business are the sole responsibility of the Agent.

5. Indemnification by the Agent.

Agents shall indemnify and hold Top Rank Advisors, LLC free and harmless from any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of the Agent, its employees, and/or its agents.

6. Commission.

Sole Compensation: The Agent's sole compensation under the terms of this Agreement shall be a commission of agreed contract level. Level Change cannot take place without written notification from Top Rank Advisors, LLC ownership.

Basis of Commission: The Commission shall be paid directly from the insurance carriers that we represent or any bonus payout, and/or any incentive trips won by the agent from Top Rank Advisors, LLC. Agents will receive a 1099 for any compensation given. 1099's will be provided no later than January 31st of each calendar year.

Commission Charge-Back: **The Agent is 100% responsible for any chargebacks.** Chargebacks are negative debt balances with our insurance carriers for which you have received a commission. In the event the client cancels their policy, you are charged back the commission in your paycheck. Any unpaid balances are to be repaid immediately. Failure to pay any negative balances that result in an agent roll up to the next Upline manager will be pursued legally. Any upline manager that incurs downline debt is 100% responsible for that debt and can pursue legal action in the form of collections, small claims court, files for judgment or any other legal action necessary to collect unpaid debt. If legal action is needed, the Agent that rolled debt will be responsible for any legal fees and interest accrued and set by the upline manager pursuing unpaid debt. If unpaid debt is left, the Agent's back-end commissions and/or renewals will be kept by Top Rank Advisors, LLC and used to pay debts.

7. Sale of the Products.

Agents are responsible for the sale of any product. Top Rank Advisors, LLC cannot be the writing agent on the policy unless signed off by the home office.

8. Term and Termination.

Length of Contract: Once this agreement is executed, the agreement will remain valid indefinitely between the Agent and Top Rank Advisors, LLC, unless otherwise terminated per the instructions laid forth by this executed agreement.

Return of Materials: All of Top Rank Advisors, LLC's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and

sales aids of every kind shall remain the property of Top Rank Advisors, LLC. Within 10 days after the termination of this Agreement, the Agent shall return all such items to Top Rank Advisors, LLC at the Agent's expense. The Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, the Agent shall cease to use all trademarks, marks and trade name of Top Rank Advisors, LLC.

Termination of Agent: Top Rank Advisors, LLC holds the right to terminate any Agent at any time for any cause. Any termination will be in writing and given to the Agent immediately. Once terminated the Agent must cease the solicitation of any products used by our carriers and company.

Termination by Agent: The Agent may terminate this agreement at any time with proper and respectable resignation, in writing, to Top Rank Advisors, LLC. The Agent will honor Clause 9 of this agreement regarding confidentiality upon exiting the agreement. Failure to honor confidentiality will result in legal action by Top Rank Advisors, LLC.

Errors and Omissions: You as an independent agent are solely responsible to hold a minimum of \$1,000,000 of Errors and Omission Insurance by a carrier of your choice. Our company holds no responsibility in any claims made against you as an agent. Failure to comply will result in an inability to be contracted.

Forgery: If the Agent is found writing fraudulent business, the Agent will be immediately terminated and held responsible for all monetary costs to both client and this agency. Any fraudulent or illegal activity on behalf of the Agent will result in legal action and criminal charges and will be reported to the insurance commission in the state the Agent resides in.

9. Confidentiality.

The Agent acknowledges that by reason of its relationship to Top Rank Advisors, LLC, hereunder it will have access to certain information and materials concerning Top Rank Advisors, LLC's business plans, customers, technology, and products that is confidential and of substantial value to Top Rank Advisors, LLC, which value would be impaired if such information were disclosed to third parties. The Agent agrees that it shall not use this information, in any way, for its own account or the account of any third party, nor disclose to any third party any such confidential information revealed to it by Top Rank Advisors, LLC. The Agent shall not publish any technical description of the Products beyond the description published by Top Rank Advisors, LLC. In the event of termination of this Agreement, there shall be no use or disclosure by the Agent of any confidential information of Top Rank Advisors, LLC, and Rep shall not manufacture or have manufactured any devices, components, or assemblies utilizing Top Rank Advisors, LLC's patents, inventions, copyrights, know-how, trademarks, or trade secrets.

10. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this

agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

11. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed and notarized by both parties.

12. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

13. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above:

X _____
Ryan Polimeni, President & CEO

Date: _____

X _____
Agreeing Producer

Date: _____

X _____
Upline Manager/ Recruiting Agent

Date: _____