



Attn: _____ From: _____

Date: _____ Pages (including this cover): _____

Fax to: _____ (make sure to fax to your manager)

Email to: _____
(make sure to email to your manager)

Contracting Paperwork for:

Agent's Name

Amerilife Home Protection Services, LLC Agent Agreement

Please COMPLETE, PRINT & SIGN ALL Necessary areas of this contracting paperwork and then either FAX or EMAIL those pages to YOUR MANAGER.

If ANY of these pages state "For Your Records, DO NOT Fax or Email Back", please keep them for YOUR records and DO NOT SEND THAT PAGE IN.

AMERILIFE HOME PROTECTION SERVICES, LLC

*****VERY IMPORTANT*****

**REGARDING THE NEXT TEN (10) PAGES OF THIS
CONTRACTING APPLICATION**

**AFTER *FAXING* or *EMAILING* THE NEXT 10 PAGES WITH YOUR COMPLETE
CONTRACTING APPLICATION to your AGENCY MANAGER**

*****YOU MUST SEND THE ORIGINALS OF THESE NEXT 10
PAGES TO*****

Amerilife Home Protection
Services, LLC
Att: Samuel Wolfe, President
2650 McCormick Drive, Second Floor
Clearwater, Florida 33759

**ORIGINALS MUST be signed, initialed (each place where indicated) &
received seven (7) days prior to Lead Force.**

The Next 6 Pages Include Your

AGENT AGREEMENT

Remember to MAIL ALL pages with original signatures and initials

THIS PAGE IS For Your Records

ORIGINALS MUST be received within seven (7) days & prior to Lead Force access.

AGREEMENT

THIS AGENT AGREEMENT (this "Agreement") is entered into as of the date specified herein by and between Amerilife Home Protection Services, LLC ("AHPS") and its affiliates and the undersigned (herein sometimes "You," "Your," or "Agent").

1. Appointment: Independent Contractor. You are hereby appointed by AHPS as Agent to personally solicit as an independent contractor on behalf of AHPS applications for insurance and annuity products (herein "Products") of insurance companies (herein "Designated Carriers"), now or hereafter specifically offered or approved in writing by AHPS. Nothing in this Agreement shall be construed to create the relationship of employer and employee and you are and shall be an independent contractor in relation to AHPS. You will exercise your own judgment regarding time, place and manner of performing your duties hereunder in harmonious relationship with, and subject to, policies and guidelines established by AHPS and the Designated Carriers. You agree and understand that it is your sole responsibility to pay self-employment, income and other taxes on commissions you earn pursuant to the terms of this Agreement, and that neither the Designated Carriers nor AHPS will have any responsibility with respect to withholding or payment of FICA, FUTA, or any other tax. You are responsible for proper and prompt tax reporting, withholding and payment for your commissions and other income; and you agree to indemnify, defend and hold AHPS harmless from and against any costs, expenses or levies incurred by, or assessed against, AHPS as a result of your failure to do so. You are authorized to perform your responsibilities as Agent under the terms and conditions of this Agreement in any territory which AHPS assigns to you. Any change in territory must be agreed to in writing by both AHPS and you. Commissions with respect to Products of Designated Carriers shall be per schedules issued to you by AHPS or the Designated Carriers from time to time during the term hereof, which schedules may be revised at any time or from time to time in the sole discretion of AHPS or the Designated Carriers.

2. Agent Responsibilities. You agree to:

2.1 Abide by all policies, guidelines, rules, rate books, regulations and instructions of AHPS and the Designated Carriers dealing with the Products as prescribed from time to time; observe and comply with the insurance laws and regulations of the states where you do business or solicit applications for Products; and comply with all provisions of your agency contracts with the Designated Carriers.

2.2 Explain fully the terms, conditions and provisions of all contracts and Products to prospects and to not make untrue statements, interpretations, misrepresentations, or omit or evade material facts concerning the Products. All advertising, sales materials, circulars or other communications using the name of AHPS (or any affiliate) or the Designated Carriers or relating to any Products (whether written, oral, audio or visual) must be approved in writing by AHPS, which approval may be withdrawn for any reason at any time.

2.3 Indemnify, defend and hold AHPS harmless from and against any costs, fees and expenses that AHPS may incur for any administrative or legal action involving you to which AHPS may be made a party or otherwise incur a cost or expense. AHPS may, at its discretion, employ its own counsel in defense of such action. Furthermore, you hereby understand and agree that additional costs and expenses (e.g. membership benefits and subscription costs) may be changed

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or charged by AHPS from time to time based upon market conditions and you agree to abide by all such changes and to be responsible for the payment of all such additional costs and expenses, if any. Any such additional costs and expenses that remain unpaid by you for any reason shall become part of the "Debt", as such term is defined in Section 5 below.

2.4 Treat all information, records and confidences, including but not limited to AHPS prospect and policyholder lists, renewal and expiration dates of Products, training, educational and other materials which AHPS has provided to you in your role as Agent (collectively "Confidential Material"), as confidential; and not copy, reproduce, distribute or disclose any such Confidential Material at any time without the prior written consent of AHPS, which consent maybe withdrawn at any time, or use any Confidential Material in any way adverse to AHPS or any of its agents or affiliates. You may disclose Confidential Material as necessary to perform your responsibilities under this Agreement. Upon termination of the Agreement for any reason, you agree to immediately turn over to AHPS all Confidential Material, supplies, forms, agent lists, prospect and policyholder lists, specimen policies, training materials and all other material, including all computer programs, files and functions, pertaining to the business of AHPS or to the sale of Products pursuant hereto.

2.5 If requested by AHPS, Agent shall deliver to AHPS within ten (10) days from such request, a sworn financial statement detailing the then current financial condition of such Agent, the form and content of such sworn financial statement to be subject to the approval of AHPS, in its sole discretion.

2.6 In the event an Agent shall desire to utilize a web site in their business, and further desire to utilize the name "AHPS Insurance Services" in such web site, then in that event, said Agent shall first obtain the written permission of AHPS to so utilize said name in such web site.

3. Restrictions.

3.1 During the term of this Agreement and for a period of thirty-six (36) months following any termination hereof, you agree not to, directly or indirectly: (a) induce or attempt to induce any of the Designated Carriers' policyholders or Product holders to discontinue payment of premiums, or cancel, surrender, relinquish or otherwise cause termination of any policy, annuity or other Product with the Designated Carriers; or to pay or allow or offer to pay or allow as an inducement to any person to insure, any rebate of premium or other consideration or any inducement not specified in the Product; and (b) on Agent's behalf or on behalf of any other person, partnership, association, corporation or other entity, hire or solicit or in any manner attempt to influence AHPS's other representatives, independent agents, independent contractors, directors, officers or employees, to leave the service or employment of AHPS or any of AHPS's affiliates, or terminate any existing contractual relationship with AHPS or any of AHPS's and affiliates.

3.2 For a period of thirty-six (36) months following any termination of this Agreement, you agree not to contact any client or customer or former client or customer of AHPS, or any affiliates of AHPS, whom you had contact with or became aware of while acting as an Agent, except for those policy holders for whom you are the agent of record.

3.3 You agree not to use any leads provided by AHPS or any affiliate for the sale of any insurance or annuity products for any carrier other than the Designated AHPS Carriers.

4. Payment of Debts. "Debt" or "Debts" as used in this Agreement, means and includes AHPS's advances against future commissions or for any other reason, and any claims AHPS may have against you (including any debts owed by you to Designated

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Carriers which AHPS is obligated to pay whether actually paid or not) all of which sums shall be due and payable on demand. All Debts shall, to the extent permitted by law, bear interest at the highest lawful rate. AHPSAHPS shall have a first lien on all commissions payable to you hereunder or any supplement hereto and pursuant to contracts with Designated Carriers, for any Debt due AHPS or any affiliates of AHPS from you, and AHPS may, at any time, deduct any such Debts from any monies due you under this Agreement, or from any source. You also agree to pay reasonable attorney's fees and court costs incurred by AHPS to collect Debts. To secure payment of the Debts described in this paragraph, you hereby collaterally assign to AHPS all commissions now or hereafter due you under this Agreement or any other amount that maybe owing to you by AHPS.AHPS

5. Fair Credit Reporting Act. At any time AHPS is attempting to collect any debit balance(s) from an individual Agent, an investigative consumer report may be obtained. Information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to AHPS for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. By signing this agreement, you authorize AHPS to conduct an investigation concerning your character, credit report, general reputation and personal traits and release any person, state insurance department and companies so contacted from any liability with respect to the content of verbal or written information given to AHPS.

6. Termination of Agreement.

6.1 This Agreement, together with all schedules and amendments hereto, shall terminate:

A. Immediately for cause, upon (i) your breach or threatened breach of any provisions of this Agreement; (ii) your systematic replacement of our business with that of other insurance companies; (iii) your commission of any act, whether of dishonesty, fraud or otherwise, which is grounds for the loss, suspension or termination of your insurance license; or (iv) the loss, suspension or revocation of your insurance license. This Agreement shall terminate immediately as to any Designated Carrier if your agency agreement with such carrier is terminated.

B. Immediately upon the withdrawal by AHPS from the territories where you are licensed.

6.2 Upon termination of this Agreement by any party pursuant to subparagraph 6.1B above, subject to the rules of the Designated Carrier, you and your heirs or successors shall be entitled to continue to receive any and all commissions due you applicable to all applications for Products submitted by you up to the date of termination of this Agreement, after AHPS has been reimbursed for all expenses, including service expenses, incurred in connection with such applications. The foregoing shall be applicable provided you have, during the term hereof, been in compliance with, and after termination of this Agreement, you continue to comply with, the requirements of Paragraphs 3.1, 3.2 and 3.3 hereof, and provided further that AHPS continues to receive commissions applicable to those Products from the Designated Carriers after termination of this Agreement.

6.3 Upon termination of this Agreement pursuant to subparagraph 6.1A of this paragraph 6, Agent shall have no right to continued commissions pursuant to this Agreement. Further, upon termination of any contract between Agent and a Designated Carrier for cause (as defined in such contract), Agent shall not be entitled to any commissions under such contract and AHPS shall have no obligations hereunder to Agent with respect to such contract.

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6.4 Within five (5) days of the termination of this Agreement pursuant to either subparagraph 6.1A or 6.1B of this paragraph 6, Agent shall release all “subagents” (defined below) back to AHPS.

6.5 In the event of any breach or threatened breach of any provisions of this Agreement by you, AHPS shall be entitled to an injunction restraining you from engaging or continuing to engage in any conduct prohibited herein or otherwise constituting a breach or threatened breach hereof without the necessity of posting a bond. The preceding sentence shall not preclude AHPS from pursuing any other remedies available to it by law or in equity for such breach or threatened breach, including recovery of money damages from you.

7. Miscellaneous Provisions. The following miscellaneous provisions are agreed upon by the parties:

7.1 Legal Construction. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

7.2 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by, construed and interpreted, and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. The parties hereto acknowledge and agree that the sole and exclusive venue for all dispute resolution arising out of and/or relating to this Agreement shall be the Circuit Court for the Sixth Judicial circuit located in Pinellas County, Florida, and that such court shall have jurisdiction over all proceedings in connection with this Agreement. The parties hereto waive all rights for removal of any dispute hereunder to federal court and waive any other jurisdiction or venue unless agreed to in advance in writing by both parties to this Agreement. The parties hereto further irrevocably waive any claim that any action or proceeding brought in any such Pinellas county court has been brought in an inconvenient forum. The parties agree that the state of Florida and Pinellas county, Florida bear a substantial relationship to this Agreement and that its courts have personal jurisdiction over the parties. In the event that either party engages the services of legal counsel to enforce the terms and conditions of this Agreement against the other party, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys fees , costs, and other expenses from the non-prevailing party, which shall include any fees or costs incurred at the investigative stage, the trial level, or in any appellate proceedings.

THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO AHPS ENTERING INTO THIS AGREEMENT AND CONTRACTING WITH AGENT PURSUANT TO THE TERMS SET FORTH HEREIN.

7.3 Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

7.4 Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, the affiliates of AHPS and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement, and all representations, warranties and agreements shall survive the execution and termination of this Agreement.

7.5 Non-Assignability. Neither this Agreement nor the rights and benefits accruing hereunder, may be assigned by you.

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7.6 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when delivered in person, or when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to you at your last known address, and to AHPS 2650 McCormick Drive, Second Floor, Clearwater, Florida 33759.

7.7 Amendment; Prior Agreements. This Agreement may be changed or amended at any time by AHPS upon thirty (30) days written notice to Agent, which amendment shall automatically become effective at the end of such thirty (30) day period, if not objected to in writing by the Agent within such period. All agreements between you and AHPS are contained in this Agreement. This Agreement shall supersede any and all prior written or verbal agreements between you and AHPS regarding the subject matter hereof and regarding applications for Products solicited by you after the date of this Agreement, provided, however, that all obligations or liabilities to AHPS previously incurred or assumed by you and liens created in connection therewith still exist and shall attach hereto.

7.8 Waiver. No term or condition of this Agreement shall be deemed to have been waived by AHPS, nor shall there be any estoppel against the enforcement by AHPS of any provisions of this Agreement, except by written instrument executed by AHPS in each such instance. No such written waiver by AHPS shall be deemed a continuing waiver unless specifically so stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived. Waiver by AHPS of a default by you of any provisions of this Agreement in one instance shall not be considered as a subsequent waiver of such provisions.

7.9 Affiliates. For purposes of this Agreement, an "affiliate" of, or a person "affiliated" with AHPS, is a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, AHPS. References to "affiliates" of AHPS shall include all affiliates of AHPS actually known to Agent, as well as any affiliates of AHPS who are identified to Agent by AHPS, whether during the term of this Agreement or after any termination hereof.

7.10 Provisions. To the extent that you, receive additional compensation based upon your relationship with another agent (the "subagent), the provisions of this paragraph shall apply; otherwise, these provisions shall be of no force or effect. You will use your reasonable efforts to ensure that your subagents comply with the terms of their respective agreements with AHPS and the Designated Carriers. Production of your designated subagents and any additional compensation payable to you thereon, will be credited and/or payable to you in accordance with AHPS's policies and procedures in place from time to time and pursuant to schedules issued to you by AHPS during the period you receive additional compensation based upon your relationship with a subagent. You will be responsible for chargeback's and other debts of your subagents in accordance with AHPS's policies and procedures in place from time to time during the term you receive additional compensation based upon your relationship with a subagent.

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This Agreement is executed in duplicate originals to be effective on the date accepted by AHPS as provided below.

Agent:

(Signature if individual)

(If entity, type or print name of entity on line above)

By: _____

Type or Print
Name

Title

Date: _____

Agent's designated
beneficiary: (Applicable to
Individual Agents Only)

(Name and Relationship)

Accepted this ____ day of _____, 20__ .
Amerilife Home Protection Services,
LLC

By: _____

Name: _____

AHPS _____ Agent Initials _____

AHPS _____ Agent Initials _____