

Nova Financial Services – Agent Agreement

THIS AGENT AGREEMENT (this “Agreement”) is entered into as of the date specified herein by and between Nova Financial Services, and the undersigned (herein sometimes “You,” “Your,” or “Agent”).

1. **Appointment: Independent Contractor.** You are hereby appointed by Nova Financial Services as Agent to personally solicit as an independent contractor on behalf of Nova Financial Services applications for insurance and annuity products (herein “Products”) of insurance companies (herein “Designated Carriers”), now or hereafter specifically offered or approved in writing by Nova Financial Services. 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 Nova Financial Services. 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 Nova Financial Services 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 Nova Financial Services 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 Nova Financial Services harmless from and against any costs, expenses or levies incurred by, or assessed against, Nova Financial Services 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 Nova Financial Services assigns to you. Any change in territory must be agreed to in writing by both Nova Financial Services and you. Commissions with respect to Products of Designated Carriers shall be per schedules issued to you by Nova Financial Services 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 Nova Financial Services or the Designated Carriers.

2. **Agent Responsibilities.** You agree to:

2.1 Abide by all policies, guidelines, rules, rate books, regulations and instructions of Nova Financial Services 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 Nova Financial Services (or any affiliate) or the Designated Carriers or relating to any Products (whether written, oral, audio or visual) must be approved in writing by Nova Financial Services, which approval may be withdrawn for any reason at any time.

2.3 Indemnify, defend and hold Nova Financial Services harmless from and against any costs, fees and expenses that Nova Financial Services may incur for any administrative or legal action involving you to which Nova Financial Services may be made a party or otherwise incur a cost or expense. Nova Financial Services may, at its discretion, employ its own counsel in defense of such action.

2.4 Treat all information, records and confidences, including but not limited to Nova

Financial Services prospect and policyholder lists, renewal and expiration dates of Products, training, educational and other materials which Nova Financial Services 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 Nova Financial Services, which consent may be withdrawn at any time, or use any Confidential Material in any way adverse to Nova Financial Services 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 Nova Financial Services 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 Nova Financial Services or to the sale of Products pursuant hereto.

3. Prohibitions.

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 Nova Financial Services other representatives, independent agents, independent contractors, directors, officers or employees, to leave the service or employment of Nova Financial Services or any of Nova Financial Services affiliates, or terminate any existing contractual relationship with Nova Financial Services or any of Nova Financial Services 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 Nova Financial Services, or any affiliates of Nova Financial Services, 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 Nova Financial Services or any affiliate for the sale of any insurance or annuity products for any carrier other than the Designated Carriers.

4. Responsibilities of Nova Financial Services. Nova Financial Services agrees to (a) allow 2 lead campaigns run on agent's behalf prior to the submission of business with designated carriers; (b) provide Agent with licensing support and assistance and other general services in accordance with the policies established by Nova Financial Services from time to time for agents such as Agent; and (c) arrange for the Designated Carriers to contract with Agent and to pay commissions earned by Agent directly to Agent.

5. Payment of Debts. "Debt" or "Debts" as used in this Agreement, means and includes any sum that may be advanced or loaned to you by Nova Financial Services or any affiliates of Nova Financial Services by reason of Nova Financial Services advances against future commissions or for any other reason, and any claims Nova Financial Services may have against you (including any debts owed by you to Designated Carriers which Nova Financial Services 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. Nova Financial Services and the affiliates of Nova Financial Services 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 Nova Financial Services or any affiliates of Nova Financial Services from you, and Nova Financial Services 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 Nova Financial Services to collect debts. To secure payment of the debts described in this paragraph, you hereby collaterally assign to Nova Financial Services all commissions now or hereafter due you under this Agreement or any other amount that may be owing to you by Nova Financial Services.

6. Fair Credit Reporting Act. At any time Nova Financial Services 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 Nova Financial Services for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. By signing this agreement, you authorize Nova Financial Services 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 Nova Financial Services.

7. Termination of Agreement.

7.1 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 Nova Financial Services from the territories where you are licensed.

C. Upon 30 days prior written notice by either party to the other party.

7.2 Upon termination of this Agreement by any party pursuant to subparagraph 7.1C 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 Nova Financial Services 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 Nova Financial Services continues to receive commissions applicable to those Products from the Designated Carriers after termination of this Agreement.

7.3 Upon termination of this Agreement pursuant to subparagraph 7.1A of this paragraph 7, 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 Nova Financial Services shall have no obligations hereunder to Agent with respect to such contract.

7.4 In the event of any breach or threatened breach of any provisions of this Agreement by you, Nova Financial Services 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. The preceding sentence shall not preclude Nova Financial Services 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.

7.5 Upon termination of this Agreement, Nova Financial Services grants an automatic release and you may contract directly with the Designated Carriers (subject to the carrier's requirements); provided, however, Nova Financial Services release is contingent on all debts due by you to Nova Financial Services or the Designated Carriers being paid in full and the release applies only from and after the date of termination. If you contract directly with a Designated Carrier following termination, you acknowledge that due to Nova Financial Services relationship with the carrier, Nova Financial Services may still be entitled to an override commission on your post-termination production.

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

8.1 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.

8.2 Colorado Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Colorado, and all obligations of the parties created hereunder are performable in Denver County, Colorado

8.3 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.

8.4 Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, the affiliates of Nova Financial Services 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.

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

8.6 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 Nova Financial Services at 3401 S. Akron St, Denver CO 80231, to the attention of Jeffrey A. Nova.

8.7 Amendment; Prior Agreements. This Agreement may be changed or amended at any time by Nova Financial Services 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 Nova Financial Services are contained in this Agreement. This Agreement shall supersede any and all prior written or verbal agreements between you and Nova Financial Services 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 Nova Financial Services previously incurred or assumed by you and liens created in connection therewith still exist and shall attach hereto.

8.8 Waiver. No term or condition of this Agreement shall be deemed to have been waived by Nova Financial Services, nor shall there be any estoppels against the enforcement by Nova Financial Services of any provisions of this Agreement, except by written instrument executed by Nova Financial Services in each such instance. No such written waiver by Nova Financial Services 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 Nova Financial Services 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.

8.9 Affiliates. For purposes of this Agreement, an "affiliate" of, or a person "affiliated" with Nova Financial Services, 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, Nova Financial Services. References to "affiliates" of Nova Financial Services shall include all affiliates of Nova Financial Services actually known to Agent, as well as any affiliates of Nova Financial Services who are identified to Agent by Nova Financial Services, whether during the term of this Agreement or after any termination hereof.

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

Agent:

(Signature if individual)

Officer:

(If entity, officer signature above)

Name: _____
(Officer Signature)

Date: _____

Title: _____
(Print officer title above)

Nova Financial Services - LEAD AGREEMENT

This Agent Agreement (this "Agreement") is entered into as of the date specified herein by and between Nova Financial Services, and the undersigned (herein sometimes "You" or "Agent").

1. Agent Responsibilities: Agent agrees to:
 - 1.1 Agent agrees to purchase leads from Nova Financial Services at a cost determined by agent's paid monthly production in a calendar month. See attached Promotional Guidelines for details.
 - 1.2 Agent understands that lead funds are solicited via PayPal invoice and can be paid either by credit card or PayPal account. Leads invoices are sent out weekly (generally on Tuesday) and must be paid by Thursdays 5:00PM Pacific. Orders paid after Thursday may be processed the following week.
 - 1.3 Agent agrees that he/she will not receive any future leads if credit card charges are declined or credit card transaction is not approved for any reason. If card declines, agent must pay balance before he/she receives more leads. See also Credit Card Chargebacks.
 - 1.4 Agent agrees to write all insurance business generated from Nova Financial Services leads with carriers contracted through Nova Financial Services.
 - 1.5 Agent understands that writing business through carriers not contracted with Nova Financial Services may result in Termination from all carriers appointed through Nova Financial Services and a charge for any remaining leads at the full retail price of \$25/each.
2. Order Cancellation: Agent responsibility:
 - 2.1 Agent agrees to cancel any lead orders in writing (e-mail ok) by Friday at 12:00 PM Pacific Time of the same week the order is placed. Orders cancelled after the deadline on Friday can be refunded to the Agent, minus the cost any leads generated, but may also be subject to a \$50.00 cancellation fee to cover the data that Nova Financial Services purchased to generate the leads requested by the Agent.
3. Nova Financial Services Responsibilities: Nova Financial Services agrees to:
 - 3.1 Nova Financial Services agrees to send agent Lead Order Forms each week for lead purchase.
 - 3.2 Nova Financial services agrees to send agent a PayPal Invoice for the purchase of said leads within 2 days of the Lead Order being received (see specific days above).
 - 3.3 Nova Financial Services agrees NOT to keep any agent Credit Card information and to bill Agent only when a Lead Order is received.**
 - 3.4 Nova Financial Services agrees to process all Lead Orders in a timely manner. Leads generally begin to be delivered to the agent between 5 to 10 business days of the order being processed (orders are processed on Thursdays of the week the order is received). Delivery of all leads generally happens over several days.
4. Credit Card Chargebacks: Agent agrees that:
 - 4.1 Completed lead orders are non-refundable.
 - 4.2 Credits and/or replacement leads will be given for leads that qualify (see Lead Credits).

- 4.3 Should a credit card charge be reversed (“chargeback”), the agent will be given 3 business days to reverse the chargeback or repay the balance due.
- 4.4 Should the balance due not be paid and legal collections initiated, a penalty of twice (2x) the amount due will be added to the balance owed.
- 5. Lead Credits: Nova Financial Services Agrees to replace any leads where:
 - 5.1 The lead has the wrong phone number. Usually this is a simple typographical error and can be corrected with the lead not needing replacement.
 - 5.2 Any lead where the prospect is over the age of 85 years old.
 - 5.3 Any lead where the prospect has died.
 - 5.4 Any lead that is beyond the radius requested by the agent. Distance is determined by a straight line from one zip code to the next. Not by driving distance.
 - 5.5 All leads are distributed via e-mail. Nova Financial Services is not responsible for lost or misplaced e-mails. A copy of all leads received is kept by Nova Financial Services. Lost leads can be resent by request. The agent is responsible for ensuring that “quantum leads.com” is on their internet providers “safe sender” list for e-mail.

By signing below the agent agrees to all the terms and conditions listed herein.

Agent Signature: _____ Date: _____

Print Name: _____