

Common Sense Financial, LLC, Affiliate Agreement

This Agreement is made between COMMON SENSE FINANCIAL, LLC (hereinafter referred to as “CSF”), and the undersigned individual (hereinafter referred to as the “Affiliate”).

WHEREAS, CSF has established a contractual relationship with one or more companies (collectively, the “Source Entities”, or individually, a “Source Entity”) authorizing CSF or the Affiliates of CSF to market and sell various Deliverables and to recommend and designate ICs of CSF for appointment with the Source Entities as independent sales representatives with respect to such various Deliverables.

WHEREAS, CSF desires to have the Affiliate become a member of CSF by entering into a written agreement with the Affiliate to initiate and define the terms and conditions of the Affiliate’s relationship with CSF.

WHEREAS, Affiliate desires to become a member of CSF’s independent sales force composed of a group of independent contractors (“ICs”) to become authorized to engage in the business of selling insurance and other financial services including Deliverables, as defined herein offered by CSF, through affiliated companies (“CSF Affiliate Entities”).

NOW, THEREFORE, this Agreement is based upon the mutual promises and covenants in this Agreement, and other good and valuable consideration, sufficiency of which is mutually acknowledged with an intent to be bound thereby. CSF and the Affiliate thus agree to the following terms set forth herein.

I. Membership in CSF

A. The Associate agrees to abide by the conditions and terms delineated in this Agreement. The Associate understands that CSF has the right to publish requirements and rules relative to his/her relationship with CSF. CSF reserves its right to have control and final approval over all obligations, rights, and contracts relating to Associate’s relationship with CSF.

B. All Associates are Dedicated. Dedicated members have decided to market for sale only those Services and Products marketed by CSF.

II. Compensation

A. Affiliate shall be compensated only from the sale of the Deliverables. No income is to be paid to Affiliate for recruiting. The Affiliate’s sole compensation under this Agreement shall be commissions caused to be paid by CSF pursuant to this Agreement and paid in the manner provided in, and subject to the terms and conditions contained in, the rules, publications and commission schedules of CSF as issued in its sole discretion. The Source Entities typically do not owe the Affiliate any money. An Affiliate is not compensated solely for becoming an IC of CSF. Affiliate is only paid on compensation actually received by CSF.

B. Affiliate shall receive no form of compensation of any kind except as expressly provided under this Agreement. Affiliate will not receive any benefits under this Agreement whatsoever in the nature of, without limitation, paid vacation, expense reimbursement or retirement benefits, insurance benefits, disability income, or any other benefit unless such is otherwise specifically provided for in this Agreement.

C. CSF will from time to time publish guidelines, rules, and schedules regarding sales position designations, commissions, performance standards, commission rates of CSF or the Source Entities and other matters affecting the terms of the ICs’ compensation. CSF may at any time, without notice and in its

sole discretion, increase or decrease the rates and amounts of commissions or the sales position of Affiliate. However, any such changes must be prospective only, but may pertain to any new business and any commissions earned thereafter on existing business.

D. Affiliate's commissions are a share of CSF's commissions. Affiliate's commissions are earned and payable to Affiliate only after all of the following have occurred: i) the order or application for a Deliverable submitted by Affiliate is accepted and approved by CSF or a Source Entity at its principal office, or by an approved CSF representative; ii) actual payment for the same has been received from the Client; and iii) CSF has actually received payment from a Source Entity, if applicable, of CSF commission.

E. Except as otherwise provided in this Agreement, if and when Affiliate qualifies for certain sales position recognitions or standards established by CSF from time to time pursuant to CSF rules, guidelines, and publications, Affiliate shall have an Entitled right to the same and be Entitled to receive commissions upon termination. However, Affiliate's commissions are a share of CSF's commissions, and accordingly Affiliate shall upon becoming Entitled have such entitlement to commissions only to the extent that CSF actually receives legally-retainable commissions with respect to the applicable Clients from the Source Entities, and also only to the extent Affiliate can legally receive such commissions. An Affiliate who has at any time or for any reason not qualified and attained the sales position designation(s) required by CSF and/or by applicable law as a condition to becoming Entitled, Affiliate shall have no right to commissions or any compensation of any kind.

F. Affiliate shall timely pay all expenses pertaining to performance of Affiliate's duties in connection with this Agreement. These include without limitation debts to CSF and premium costs required by CSF for insurance coverage and for errors and omissions insurance. Affiliate is solely responsible for all of Affiliate's expenses, including, as non-exhaustive examples, travel, office overhead, telephone, entertainment, education, signage, dues, licenses, subscriptions, test fees, etc., and shall receive no remuneration, consideration, benefits, or reimbursement of any nature whatsoever other than the commissions set forth in this Agreement. CSF shall have no obligation to provide furniture, equipment, facilities, fixtures, or tenant improvement funds to Affiliate. Affiliate shall provide Affiliate's own transportation, office facilities, telephone, supplies, internet, web service, server expenses, and the like that Affiliate may choose to acquire and use. Affiliate is responsible for any return of commissions from returned sales.

G. Any money and value owed by Affiliate to CSF, any Balance Owed, and any money and value which has been advanced by CSF, or for the benefit of, Affiliate, represents a loan and may be offset and deducted by CSF from any commissions or other money or value owed at any time by CSF to Affiliate. Affiliate authorizes CSF to deduct from commissions due the amount of any commissions paid to Affiliate in connection with any payment or amount that CSF may refund to Affiliate's Client.

H. All Balances Owed shall be repaid immediately by Affiliate upon notice thereof from CSF. Any Balances Owed not paid within thirty (30) days from the date of notice shall bear interest from the end of such thirty days at a rate equal to the maximum legal rate of interest allowed under applicable law. CSF or a CSF Affiliate may at any time and in its sole discretion cause a reduction in all or any portion of the Affiliate's Balance Owed: i) by applying any commissions or other forms of compensation payable to the Affiliate by CSF to reduce the Affiliate's Balance Owed; or ii) by exercising any other legal rights and remedies available to CSF by this Agreement, or in law or equity, or under applicable guidelines, rules, and publications from CSF. Affiliate is also obligated to immediately repay CSF for the Balances Owed of any of Affiliate's Downstream Affiliates, regardless of whether demand or suit has been first noticed or made upon them. Balance Owed repayment procedures, formulas, and rules are set forth in the rules, guidelines and publications of CSF.

I. CSF reserves the right to, and may in the exercise of its sole discretion, refund to any Client all or any part of payments made by Client, and Affiliate agrees to promptly reimburse CSF for its expenses regardless of whether Affiliate agrees with CSF's decision(s). Affiliate further agrees to immediately repay CSF all commissions received by Affiliate as to any refunds to Clients, and CSF is authorized to

deduct from any other commissions due or that may become due to Affiliate the amount due CSF for any such expenses or commissions to be repaid.

III. Independent Contractor (“IC”)

A. Affiliate hereby agrees to comply with the terms and conditions as set forth in this Agreement. CSF shall have final approval and control over all contracts, rights, and obligations that arise or exist in any way as to the Affiliate’s relationship with CSF. CSF is acknowledged to have the right to at any time establish, revise, rescind, and publish rules and requirements to govern the relationship between the Affiliate and CSF.

B. Affiliate is an independent contractor responsible for the Affiliate’s own actions. Affiliate is not an employee, partner, employee, or agent of CSF or the Source Entities. Consistent with all applicable local, state and federal laws and regulations, the terms of this Agreement, and any procedures or rules published by CSF in its sole discretion, and any other applicable agreement(s) between the Affiliate and Source Entities, the Affiliate shall conduct and control the Affiliate’s own business activities, selection of Clients, work hours, sales methods, office arrangements, and the like. No state license or form that may use the term “employee” shall operate to change the fact that Affiliate shall at all times be an independent contractor from a legal and practical operation standpoint. As an independent contractor, Affiliate shall pay any and all federal, state, city or other taxes that may become payable with respect to any compensation the Affiliate may receive pursuant to this Agreement. Affiliate shall also abide by all applicable worker compensation laws and regulations, ensure proper coverage for Affiliate’s own activities, operations, laborers, and service providers, and inform all relevant individuals that Affiliate and not CSF or Source Entities is responsible for affording any applicable worker compensation coverage.

C. Every IC of CSF, including Affiliate, must choose whether to have an exclusive or non-exclusive relationship with CSF. Exclusive ICs of CSF are those who choose to market and sale only Deliverables marketed by CSF. Non-exclusive ICs market products and services not limited to Deliverables, services and products marketed by CSF. Exclusive ICs and Non-Exclusive ICs are not accorded an identical set of terms, conditions, rights and benefits. The terms, conditions, rights and benefits of various classes and groups of ICs are described in this Agreement and in Affiliate Agreement Rules and Guidelines as promulgated from time to time by CSF in its sole and unbridled discretion.

D. Affiliate shall, if an exclusive IC, refrain from involvement in any manner with any sales organization of any kind in which commissions are paid and refrain from marketing or selling any products or services other than the Deliverables from CSF.

E. If Affiliate is a non-exclusive IC, Affiliate shall disclose and notify CSF in writing as to the nature of Affiliate’s involvement with any other business or company.

F. As an IC of CSF the Affiliate assumes duties and obligations. These include, without limitation, to use best efforts to achieve sales of the Deliverables; refrain from marketing or selling any products or services to any IC or potential IC of CSF; comply with all rules, regulations, and guidelines that may at any time be established, promulgated, and/or published by CSF in the sole and unbridled discretion of CSF; participate in all training that CSF may choose in its discretion to provide and/or require; refrain from attempting to sell or solicit in regard to any Deliverable that may require licensing or registration with a Source Entity or CSF, until and unless the Affiliate first receives advance written notice from CSF or the Source Entity (as applicable) that the Affiliate has been approved to market and sell the relevant Deliverable(s); refrain from any act, omission, statement, or representation that would harm the goodwill, reputation, imprimatur or public image of CSF; and comply with all of the terms and conditions of any contract(s) between the Affiliate and CSF and/or Affiliate and any of the Source Entities. Affiliate shall cooperate with signing further agreements and documents, and the processing and obtaining of such licenses that CSF in its sole discretion determines to be required, for the Affiliate to have lawful authorization to sell any and all relevant Deliverables. Affiliate shall fulfill supervisory and fiduciary responsibilities as such may exist with respect to any relevant Downstream Affiliates, with diligence, competence, loyalty and transparency.

G. Affiliate acknowledges CSF assists its ICs with building businesses to provide Deliverables to the public. These businesses are assets of CSF and have value. CSF is the sole owner of all rights in and to the following: (i) CSF, which includes without limitation all persons who have an in force IC Agreement with CSF; (ii) identities of the ICs comprising CSF, and all lists, directories, and commercial relationships in relation thereto; and (iii) the identities of all Clients of CSF and all lists, directories, and commercial relationships in relation thereto (regardless of whether the Affiliate may have recruited any of the ICs or produced any of the Clients). CSF shall have exclusive ownership and proprietary interest in relation to all Clients and all contractual relationships with other Affiliates and the Source Entities. Affiliate agrees that Affiliate shall have no legal or commercial interest in, or ownership or rights in relation to, any Clients, other Affiliates of CSF including Downstream Affiliates, or any Deliverables.

IV. Duties As A Member of CSF

A. Affiliate shall supervise the CSF-related activities of Affiliate's Downstream Affiliates. Affiliate shall act with diligence and utmost good faith in directing Affiliate's Downstream Affiliates to comply with their Agreements vis-a-vis CSF. Affiliate shall act with diligence and utmost good faith in training and providing assistance to Affiliate's Downstream Affiliates, in ensuring compliance of self and others with all CSF agreements, policies, procedures, rules, and publications as CSF may promulgate in its sole discretion from time to time. Affiliate shall act with diligence and utmost good faith with respect to any supervisory or training duties Affiliate may assume.

B. Affiliate shall be duly licensed, permitted, and cleared in all relevant respects in each jurisdiction in which and from which Affiliate solicits, offers or obtains applications and orders for purchase of Deliverables; in each jurisdiction from or in which Affiliate receives any compensation, including compensation for any override; and anywhere where required by law. Affiliate shall bear the responsibility and cost for identifying any and all places where licenses or permits of any kind are required. Affiliate will fund the cost of all initial and renewal fees for licensing and registrations, and will make payment as instructed by CSF.

C. Affiliate shall not use sales material of any kind which has not been pre-approved in writing by CSF for such use. This includes, but is not limited to, any form letter, correspondence, sales literature, illustrations, brochures, projection models, or the like. Affiliate shall not use the name "Common Sense Financial, LLC", "Common Sense", "CSF", "Common Cents" or other similar name or image or designation in connection with any sales or business literature or documents of any kind, unless the Affiliate is granted specific advance written permission from CSF to do so. Affiliate may not utilize the aforementioned names for use in connection with any purported legal entity name, corporate name, joint venture, partnership, or the like. Affiliate shall not use any form of media, including but not limited to social media, websites, radio, email, mass telephone calls, newspaper, television, letters, business cards, letterhead, or photocopies, to promote sales, without prior written approval from CSF.

D. All supplies provided by CSF to Affiliate, including without limitation plan forms, sales training materials, vendor materials, brochures, statistical materials, manuals, visual aids, memoranda, contracts, guidelines, memoranda, prospectuses, visual aids, shall at all times be the property of CSF. All such supplies must be returned promptly to CSF at any time upon CSF's demand.

E. All Affiliate activities in connection with this Agreement shall be conducted in compliance with all applicable laws, regulations, and court orders. Affiliate shall comply with rules that may be issued or published by from time to time, other instructions, procedures, etc., published by CSF and/or the Source Entities as amended from time to time. In the event of any potential violation of any applicable laws or regulations with respect to CSF, Affiliate or any party who is, has been, or may be doing business with CSF, Affiliate shall immediately advise CSF of any related action or fact which may arise within Affiliate's knowledge. Any failure of an Affiliate or the Affiliate's Downstream Affiliates to comply with this Agreement or any rules, guidelines, or publications set forth by CSF shall constitute a material breach of this Agreement.

F. Affiliate shall maintain accurate and current records of all transactions entered into in connection with this Agreement, including without limitation all sales of Deliverables, all commissions and overrides, and all basic records concerning business licenses, taxes, and business operational accounting. Such books and records shall conform to the requirements of federal and state laws, the rules and regulations of appropriate regulatory agencies and the policies, generally accepted accounting practices, and the procedures of CSF and of anyone to whom the Affiliate reports. In the event of any breach by Affiliate of any provisions of this Agreement, whether during the term of or after the Termination of this Agreement, no further commissions shall accrue or be payable to Affiliate by CSF, or shall be accrued or paid to reduce any debt owed and all such balances shall become immediately due and payable by the Affiliate. Compliance with all terms of this Agreement is an express condition for the earning, payment, or accrual of any commissions and Override Consideration. Affiliate shall maintain an accurate and current file of all commission statements and other records and correspondence received from CSF. Affiliate shall notify CSF in writing within thirty (30) days of CSF mailing such statements, records and correspondence, if any of them is inconsistent with Affiliate's records or is believed by Affiliate to be inaccurate. If Affiliate does not furnish CSF with written objections or corrections within thirty (30) days of mailing by CSF, any relevant records, correspondence, or statements furnished from or on behalf of CSF to Affiliate shall be deemed to have been approved by the Affiliate as to any matter not receiving written objection or corrected within the thirty days. Absent written objection and correction within thirty (30) days of mailing from CSF, Affiliate shall be deemed to have released CSF from liability and responsibility for all matter set forth therein or related thereto.

G. Affiliate is required to participate in any group plans for errors and omissions and fidelity insurance coverage that CSF may establish or procure for CSF's ICs, and monthly insurance premiums for the same will be deducted by CSF from commissions due to Affiliate. CSF shall have the right to offset any deficit against any earned commissions due to Affiliate, or, at the option of CSF, bill the Affiliate for the total amount of accrued insurance premiums in an amount to be fully paid by affiliate no less than twenty (20) days of the billing date, in any situation where an Affiliate's commission may be insufficient to cover the monthly insurance premiums through deduction alone. CSF may modify insurance premiums charged without prior notice. CSF may in its sole discretion immediately terminate this Agreement in any situation where premiums are not being adequately and timely paid and/or the Affiliate is failing to maintain the insurance coverage deemed necessary by CSF. Affiliate is not guaranteed insurance and CSF is not required to have any insurance in place.

H. Affiliate shall comply with the terms of any license or other relevant agreement between Affiliate and any third-party computer software owner. Affiliate shall comply with the terms and restrictions on use contained in any contracts or licenses between any owners of any computer software and CSF, and shall do nothing to place CSF and/or Affiliate in potential breach of any computer software agreement and/or violation of any intellectual property obligation, license, or agreement.

I. Upon the Termination of this Agreement, all commissions due to Affiliate prior to the effective date of Termination of this Agreement shall be paid by CSF to Affiliate within a reasonable period of time. Except which are for commissions which Affiliate may become entitled to receive if Affiliate becomes Entitled in accordance with this Agreement, no further compensation besides commissions earned up to the date of Affiliate's Termination shall be payable to Affiliate after Termination. However, CSF shall have the right to offset against any commissions, any Balance Owed, indebtedness owed by Affiliate to CSF, or any charges CSF deems appropriate to be charged to Affiliate. Upon Termination of this Agreement, any Balances Owed then or thereafter outstanding, and any Balances Owed that may thereafter exist, shall without notice immediately become due and payable. Interest on the same at the highest rate permitted under applicable law shall accrue until paid. Affiliate shall promptly surrender to CSF all books and records relating to CSF including but not limited to all applications and payments which Affiliate may possess or control at the time of Termination.

J. Affiliate agrees to indemnify and hold harmless, from and against any and all losses which are incurred, sustained, suffered, or assessed against CSF or any Source Entity, or all or any combination thereof, because of, arising out of or as a result of any acts or omissions, including but not limited to a

breach of any provision of this Agreement or any breach of Affiliate's contract(s) with Source Entities, by the Affiliate and also any of Affiliate's Downstream Affiliates. The indemnified CSF or Source Entity shall be entitled to use counsel of its own choosing, shall be entitled to determine the validity of the indemnified loss and shall not be required to notify the Affiliate of the existence or progress of any claims or Indemnified Loss in order for payment by the Affiliate to the indemnified CSF or Source Entity is to be required for an indemnified loss.

K. Affiliate acknowledges that commissions the Affiliate earns from the sale of Deliverables constitute, in part, compensation for producing the property rights of CSF in its network of contractually affiliated sales representatives and in the Deliverables sold by the Affiliate or the Affiliate's Downstream Affiliates, and for the Affiliate's agreement herein not to violate or interfere with such property rights.

L. Except where suitability is a bona fide concern, Affiliate agrees Affiliate will not at any time during the effectiveness of this Agreement, and for a period of three (3) years thereafter, directly or indirectly, solely or in concert with another, attempt to induce any Client to terminate, reduce coverage under or replace any of the Deliverables which have been sold by the Affiliate or Affiliate's Downstream Affiliates. For this provision, "Client" shall be limited during the three (3) year period after the Termination to those Clients i) to whom the Affiliate or his/her Downstream Affiliates sold Deliverables; and ii) who reside, at the time of attempted inducement, in the geographical area within seventy (75) miles of the location of the Affiliate's office(s) during the twenty (20) month period preceding Termination of this Agreement. This is not a non-solicitation restriction, but instead a non-replacement limitation.

M. Affiliate shall not at any time during the term of this Agreement, and for a period of eighteen months thereafter, directly or indirectly: i) attempt to induce any person who is contractually affiliated with CSF as an Affiliate or in other capacity or employment, to terminate their relationship with CSF; or ii) attempt to hire or induce any such persons to sell or solicit Deliverables which are competitive with the Deliverables for any person or entity other than CSF. This restriction is limited to any person that resided in or engaged in business activities in the geographic area within seventy-five (75) miles of the location of the Affiliate's office(s) during the twenty (20) month period preceding Termination of this Agreement.

N. Affiliate shall not use or reveal any confidential information or trade secrets of CSF or of the Source Entities, which Affiliate may at any time receive, including without limitation any Client or list of CSF Affiliates. Confidential information means any and all confidential and proprietary data and information created by or belonging to CSF which has value to and are not generally known by the competitors or potential competitors of CSF now or hereafter acquired or disclosed to Affiliate. Confidential information does not include information generally available to the public, so long as Affiliate and any member of CSF's network played no role in making such information public. Affiliate agrees that immediately upon the Termination of this Agreement Affiliate will return all documents, files and lists containing any confidential information or trade secrets to CSF without duplication.

O. Affiliate shall not, at any time during the term of this Agreement, directly or indirectly, individually or with others, attempt to solicit or induce any member of CSF's network of contractually affiliated sales representatives or independent contractors to purchase any products other than the approved Deliverables.

P. Affiliate shall not engage in any act or communication to induce or attempt to induce any independent contractor of CSF to breach any portion of any agreement with CSF. Such would constitute wrongful interference with the contractual rights of CSF as to other such parties or independent contractors. Affiliate acknowledges that CSF would suffer extremely costly and irreparable harm, loss and damage if Affiliate should act in such manner.

Q. Affiliate shall not collect from Clients, in payment of the purchase of Deliverables, cash, or checks made payable other than to the appropriate Source Entity, custodian bank or transfer agent relating to relevant purchases, and all required by the policies, directives, and instructions of CSF.

R. Affiliate shall not offer to sell any Deliverables not authorized by this Agreement and CFC.

S. Affiliate shall not offer to sell any Deliverables unless there exists at the time of such offer or sale an effective agreement between CSF and the Source Entity, if any, making available such goods or services.

T. Affiliate shall not alter, create, waive, or discharge on behalf of CSF any contract or investment, or of any provision other than what is set forth in the terms and conditions of all applicable laws and in accordance with this Agreement and the procedures, manuals, guidelines, rules and regulations with this Agreement and of CSF.

U. Affiliate shall never make any misrepresentation, or use any improper, deceptive, or unlawful tactic to induce any Client to purchase any Deliverable.

V. In the event of any breach by Affiliate of any provisions of this Agreement, whether during the term of or after the Termination of this Agreement, no further commissions shall accrue or be payable to Affiliate by CSF, or shall be accrued or paid to reduce any debt owed and all such balances shall become immediately due and payable by the Affiliate. Compliance with all terms of this Agreement is an express condition for the earning, payment, or accrual of any commissions and Override Consideration.

W. Affiliate shall not be associated or involved, without prior written approval, in any manner with any hierarchal sales organization of any kind in which commission are paid on multi-generational levels.

V. Term & Termination

A. The Associate hereby agrees to abide by the terms and conditions as hereinafter set forth in this Agreement. The Associate understands that CSF has the right to promulgate and publish rules and requirements relative to his/her relationship with CSF. CSF expressly reserves its right to have final approval and control over all contracts, rights, and obligations that relate, in any way, to Associate's relationship with CSF.

B. Termination of this Agreement occurs when any of the following take place. First, automatic termination without notice occurs upon any death of an Affiliate. Second, automatic termination occurs upon the revocation, termination or non-renewal of any of the Affiliate's licenses and registrations with any regulatory agency, or pursuant to any court or regulatory order of similar effect. Third, automatic termination occurs upon termination by Affiliate at any time, without any reason or any cause, effective upon the delivery of written notice to CSF. Termination may also occur if Affiliate fails to achieve a general required minimum annual sales deadline set by CSF, or any time for "cause", effective upon the delivery of written notice from CSF to Affiliate. This Agreement shall continue in effect until Termination.

C. Without limitation, CSF may terminate for "cause" if Affiliate violations any governing law or regulation; or is subject to sanction or admonishment by any governing government authority or regulatory agency; or is enjoined from acting as a sales Affiliate of CSF or conducting business or performing any of any duty under this Agreement; or is disciplined due to any violation of any law, regulation, or rule governing sale or purchase of any Deliverables; or misappropriates or commingles premiums or payments; or engages in fraudulent acts; or misrepresents characteristics or benefits of Deliverables; or interferes with collection of premiums; or violates any law or regulation that governs any part of Affiliate's business; or is indicted or tried for any crime involving moral turpitude; or fails to timely comply with monetary or payment obligations; or engages in any activity which, in the opinion of CSF, may harm the reputation of CSF; or fails to comply with manuals, rules, regulations or procedures promulgated at any time by CSF; or makes any incorrect statement in any application to a regulator, Court, or company; or announces termination for any reason of any agreement between Affiliate and CSF or any Source Entity; or refuses to comply with any audit or compliance review requested by CSF. CSF may in its sole discretion choose to forgo immediate termination of this Agreement with waiver of the right to do the same, and instead impose suspension of Affiliate benefit, rights, payments, commissions, recognitions, or privileges, or utilize other disciplinary action, without liability to Affiliate for any reason. CSF may notify the Source Entities concerning termination of the Affiliate's contract(s), if any, with the Source Entities, regardless of whether CSF or the Affiliate initiated termination of this Agreement or any

other Agreement, and Affiliate agrees that neither CSF nor the Source Entities shall have any liability for any loss, damage or otherwise resulting for any reason from such termination or notice involving either CSF and/or the Source Entities or notice.

D. Notwithstanding anything in this Agreement to the contrary, Affiliate forfeits the right to receive commission if the Affiliate's termination is "for Cause." Should Affiliate be terminated "without cause" but Affiliate subsequently violates or fails to comply with any promise, duty, term, obligation, representation, warranty or guarantee in this Agreement or in any Affiliate Agreement rule, guideline, or governing publication, such failure or noncompliance will result in automatic forfeiture by Affiliate. Forfeiture shall be at the sole discretion of CSF.

VI. Definitions

A. "Clients" as defined herein as any person or entity subjected to any attempt to solicit application for any Deliverable.

B. "Balance Owed" is the running balance after subtracting commissions and earned commissions actually earned but unpaid, which are due and payable by CSF to Affiliate, from any money and value owed (whether yet due or otherwise) by Affiliate to CSF, including without limitation license fees; commissions, and expenses that Affiliate is required to refund to CSF because of Client rights of withdrawal, non-renewals, cancellations or terminations, lapses or other reasons; advance commissions; Balances Owed of Affiliate's Downstream Affiliate(s); expenses and fees incurred by CSF in attempting to register prospective Downstream Affiliates of Affiliate; CSF claims for indemnification against Affiliate; and other claims by CSF against Affiliate; other expenses; and any and all money and value which may be paid, advanced, or credited by or on behalf of CSF, to, or for the benefit of, Affiliate.

C. "Deliverables" are products and services selected, approved and designated from time to time by CSF in its sole discretion, for which Affiliate may solicit applications and reap revenues through successful sale.

D. "Downstream Affiliate" is any Affiliate of CSF upon whose fees, revenue production, or sales entitle Affiliate to earn Override Consideration.

E. "Entitled" refers to the right of Affiliate to receive commissions and Override Compensation after Termination of this Agreement. In the event of Affiliate's Termination through death, CSF shall pay the commissions and Override Compensation to Affiliate's estate or (if specifically provided in writing by Affiliate, to Affiliate's surviving spouse or other relative or designee).

F. "Grievance" means any claim, dispute, demand, controversy, grievance, or potential lawsuit arising out of or relating to this Agreement, between the Affiliate, on the one part, and CSF and/or any of CSF's employees, independent contractors, business affiliates, Source Entities, or any of them.

G. "Override Consideration" means commissions earned by an Affiliate from sales of Deliverables made by other CSF Affiliates and those commissions that are earned by an Affiliate from sales of Deliverables made by sales representatives or contractors, as may be permitted in accordance with any commission schedules, rules and regulations issued by CSF from time to time in CSF's sole discretion. Override Consideration cannot be received absent diligent performance of Affiliate's duties and responsibilities under this Agreement, including, but not limited to, those pertaining to Affiliate's Downline Affiliates.

H. "Source Entities" are companies with whom CSF has established a contractual relationship authorizing Affiliates of CSF to solicit sales of Deliverables in relation to such companies.

VI. Miscellaneous

A. If any term of this Agreement controverts the express, or in the opinion of CSF's counsel, the intended provisions of any applicable regulatory authority or court decision, then the relevant term shall be governed by said regulatory provision or decision and the subject term of this Agreement shall be deemed automatically amended or deleted as the case pertains. Should such amendment or deletion

materially affect the substance of this Agreement, this Agreement shall be subject to immediate termination upon written notice to the other party.

B. Eligibility requirements for sales position designations and incentive recognitions, as well as the obligations that are imposed upon the Affiliate in such positions shall be as are published from time to time and that said requirements may be changed from time to time, by CSF, and that such designations are within the sole discretion of CSF.

C. Affiliate warrants, represents and guarantees Affiliate has authority necessary to enter into this Agreement, and that entering into and abiding by this Agreement related transactions will not breach, violate, or interfere with, any other contract, agreement, or business relationship which the Affiliate has had at any time with any third party, individual, or legal entity. Affiliate has not, and will not, engage in any act or omission which may at any time result in any violation of any restrictions or covenants to which the Affiliate is subject pursuant to any agreement to which the Affiliate has at any time been a party.

D. All notices and demands in relation to this Agreement shall be sent by certified mail, return receipt requested, or by overnight courier service, addressed as follows: if to CSF, addressed to

and if to the Affiliate, addressed to

E. This Agreement is not a franchise agreement and does not create a franchise relationship between CSF and Affiliate. If any provision of this Agreement is deemed in any way to potentially create a franchise between the parties, then those provisions shall be deemed void and unenforceable and shall not impact the validity of any other provision(s) of this Agreement.

F. It is acknowledged CSF would suffer irreparable harm, loss, damage, and cost if any of the provisions of this Agreement are violated by the Affiliate. The Affiliate agrees that CSF shall be entitled to seek preliminary and temporary restraining orders, injunctions and other extraordinary relief in any court of competent jurisdiction. Affiliate acknowledges and agrees that, in the event that he/she were to violate or threaten to violate any of the Covenants, CSF's recovery of damages would be inadequate to protect CSF. Accordingly, the Affiliate agrees that, in the event of a violation, actual or threatened, of any such Covenants, CSF shall be entitled to injunctive relief and specific performance, notwithstanding any other provision of this Agreement to the contrary. Affiliate acknowledges and agrees that injunctive relief and specific performance are appropriate and necessary in the event of a violation, actual or threatened, of such covenants because there may be no adequate remedy solely at law.

G. Affiliate hereby assigns to CSF, and grants any additional instruments or documents necessary to perfect, a continuing security interest to CSF in all commissions otherwise payable to the Affiliate by CSF, to the extent necessary to satisfy CSF in relation to Affiliate's obligations under this Agreement. CSF has the right to withhold commissions in connection with this interest and indemnity.

H. The failure or delay by any party to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms hereof. Any waiver must be in writing and signed by the party granting the waiver. Any waiver granted by CSF must be signed by an officer designated by the President of CSF.

I. Except as specifically provided to the contrary in this Agreement, any Grievance shall be resolved exclusively by binding arbitration held in Salt Lake County, Utah. The binding arbitrator shall have power to authorized and compel discovery and protective orders, and to render all relief, findings, and remedies that a court of competent jurisdiction would otherwise have power to award. Absent mutual agreement to the contrary, a transcript shall be made of arbitration proceedings, testimony, and depositions. The binding arbitrator(s) shall state findings of fact and conclusions of law in connection with any decision. The arbitrator's directives, orders, injunctions, equitable relief, monetary relief, legal relief, orders allowing discovery, and other decisions and instructions shall be enforceable and subject to compulsory enforcement through any court of competent jurisdiction in the event of non-compliance of any party, with such party to pay all fees, costs, and expenses incurred due to any court enforcement.

Except as specifically provided to the contrary herein, this provision of the Agreement sets forth the Parties' exclusive remedy for any Grievance arising out of or pertaining to this Agreement, or any breach in relation thereto. To the fullest extent allowed by law all Grievances and matters, including any claims or damages or defenses (whether governed by federal, state or local law, rule or regulation, or contract) shall be resolved through private binding arbitration in an arbitral rather than a court or judicial forum. The Parties waive the right to litigate in a court or before a jury to the maximum extent permitted by law. Findings of fact and law by the binding arbitrator(s) shall be binding on both Parties in any subsequent arbitration, litigation or other proceeding. If the Parties cannot agree upon a neutral arbitrator, they shall each select a separate arbitrator and the two arbitrators shall then confer to select a third neutral arbitrator acceptable to the other two arbitrators on the panel. CSF shall not be required to negotiate, arbitrate or litigate as a condition precedent to taking any action under this Agreement. Any statute of limitations or time bar that would apply in a relevant court of law shall also apply in analogous fashion to limit the length of time that claims and presentations may be submitted to a binding arbitrator. In the absence of mutual agreement to the contrary, the Commercial Arbitration Rules of the American Arbitration Association shall govern any binding arbitration proceeding.

J. The prevailing Party in any action to enforce or interpret any of the provisions herein shall receive an award of reasonable attorneys' fees, costs and expenses incurred in connection with such litigation or arbitration.

K. If any portion of this Agreement shall be found to be void or unenforceable by any court or binding arbitrator, the remaining portions and provisions shall remain in effect and shall be construed to have such meaning and application as close to original intent without violation of the law.

L. Affiliate may not assign any rights or delegate any duties under this Agreement except as expressly provided herein. CSF may, from time to time, assign all or a part of its rights and obligations hereunder. Affiliate consents and agrees to any such future assignment and agrees that after any such future assignment CSF shall be released from all obligations and liabilities so assigned, provided such obligations and liabilities are assumed by the assignee.

M. This Agreement, along with the rules, guidelines, and publication of CSF, constitutes the entire agreement between the Parties hereto, unless another agreement is executed simultaneously with or subsequent to this Agreement by the parties which make specific reference to this Agreement. No change, amendment, termination or purported waiver of any of the provisions hereof shall be binding upon CSF unless made in in writing and signed by an authorized officer CSF.

N. The Parties acknowledge that significant aspects this Agreement will be performed in the State of Utah. The Agreement will be governed and interpreted under the laws of Utah wherever possible, exclusive of Utah conflict of law rules. The Parties further agree that unless expressly provided to the contrary in this Agreement or necessary to enforce a judgment, the state and federal courts of Utah, and a binding arbitrator conducting hearing and deliberation in Utah, shall have exclusive jurisdiction of any litigation or disputes between the parties. Without limitation, Affiliate expressly acknowledges that the jurisdiction and venue of the federal and state courts sitting in Salt Lake City, Utah, have proper venue and jurisdiction as to any litigation arising in connection with this Agreement.

O. Affiliate agrees CSF may at any time run employment, criminal, background, and other checks, and conduct other financial and background investigations on the Affiliate at any time CSF deems useful, regardless of whether such checks or investigations are conducted by CSF or by an outside service, third party, or governmental entity. Affiliate further consents to the disclosure by any person or entity to CSF of any financial, background, criminal, and employment information conducted by CSF or by an outside service or third party.

P. Titles and headings of this Agreement are for convenience and are not intended to encompass or impose interpretation on such provisions.

Q. Affiliate is not required to purchase any of the Deliverables and is not required to pay CSF or the Source Entities any consideration in return for becoming an IC, except for the administrative fee to process his/her application for becoming an IC. Affiliate is not required to enter into any contract with CSF or the Source Entities in order to purchase any Deliverables.

R. Affiliate forever authorizes the use by CSF or anyone authorized by CSF, its legal representatives or assigns, with an absolute and perpetual right to use all photographs in which the Affiliate has appeared for CSF and reproductions thereof, in which the Affiliate has been included in whole or part, without inspection or approval of Affiliate, in any manner CSF may desire and in any adaptation or derivative work of any kind whatsoever. Affiliate releases and discharges CSF, its assigns, agents, or licensees from any and all claims and demands that the Affiliate may have, which arise out of or in connection with the use of such likeness, image, photographs or reproductions, including but not limited to, any and all claims of libel, slander, invasion of privacy, or appropriation of name and likeness. Affiliate acknowledges it is not practical for CSF or anyone else to attempt to scrub or delete Affiliate's name or likeness from all literature, social media, websites, and the like in which Affiliate might appear during the time of the active relationship with CSF.

S. Affiliate is over eighteen years of age, has read the above authorization and release prior to its execution, and acknowledges having had ample opportunity to consult any independent counsel desired.

T. This Agreement may be signed in parts, and shall become binding when all relevant signatures are collected.

U. Affiliate warrants and represents that they have no balance due with any Insurance Agency or Company at the time of signing this Agreement and will indemnify CSF for any harm experienced by CSF in relation to this provision.

Signed this _____, 20_____.
Common Sense Financial, LLC

Affiliate By _____
Print Name
Its _____

Signature of Affiliate Assurance

I (also known as the "Affiliate") am now or soon will be an insurance agent of COMMON SENSE FINANCIAL, LLC (hereinafter referred to as "CSF"). I agree to comply with the Guidelines of CSF, including but not limited to the following.

_____ I represent, warrant, and guarantee that I have reviewed and will follow all applicable compliance and supervision procedures of CSF and the rules and requirements of all applicable regulators, including without limitation the applicable state departments of insurance.

_____ I will not solicit sales of insurance policies or securities, directly or indirectly, and I will not supervise agents or representatives, unless and to the extent that I am properly licensed to do so.

_____ I will not solicit securities under any circumstance in connection with CSF.

_____ I will not solicit any insurance products under this Agreement.

Signed this _____, 20_____.
Witness of Affiliate Signature Affiliate