

THIS AGREEMENT, entered into this ____ day of _____, _____ between Legal Club of America® Corporation (hereinafter referred to as "COMPANY"), a Colorado corporation having its principal office at 7771 W. Oakland Park Blvd. Suite 217, Sunrise, Florida 33351 and

Name of Agency/Company and/or First & Last Name (hereinafter referred to as "AGENT"),

having its principal office at _____

City _____ State _____ Zip _____

WHEREAS, COMPANY wishes to market its legal services plans to consumers and business entities; and

WHEREAS, COMPANY wishes to utilize outside sales and marketing services to promote its legal services plan to the general public, and such services need to be provided by an independent contractor; and

WHEREAS, AGENT possesses the skills and ability to provide such services through a business separate and distinct from COMPANY; and

NOW, THEREFORE, for good and valuable consideration, it is hereby mutually agree as follows:

PURPOSE

1. The purpose of this nonexclusive Agreement is for the procurement of marketing and sales services, AGENT, as appointed herein by COMPANY, will receive commission for completed membership sales based upon the Master Commission Setup Form filed for each group.
2. In accordance with this Agreement, AGENT and AGENT'S Sub-agents are independent contractors responsible for filing and paying their own taxes, state and federal. Nothing in this Agreement shall be construed or interpreted to create an employer/employee relationship between the parties.
3. AGENT shall be free to exercise their independent judgment as to the persons from whom business is solicited and as to the time, place and manner of such solicitation; however, applicable federal and state statutes pertaining to the general conduct of business and COMPANY policies pertaining to methods of doing business shall be observed and conformed to by the AGENT.

AGENT AUTHORITY

4. The AGENT maintains the authority to solicit business for COMPANY products. This authority does not extend to altering or changing company materials, policies, contracts, procedures, and the like.
5. AGENT has the authority to collect payment for individual membership sales for COMPANY products in the form of check, money order and credit card information. All monies collected remain the sole responsibility of the AGENT until turned in to COMPANY management. All monies must be turned in to COMPANY as soon as possible along with accompanying documentation and enrollment certificates. COMPANY shall pay commissions on said enrollments in accordance with this Agreement. Group or Association sales, including worksite marketing, shall be enrolled by the AGENT, or enrollment entity designated by the AGENT, and payment to COMPANY shall be arranged through COMPANY'S billing department.
6. AGENT has the right to recruit Sub-agents to solicit COMPANY products under their supervision and to recommend their Sub-agency appointment by the COMPANY. The COMPANY reserves the right of refusal of any such proposed Sub-agent. Such approval shall not be unreasonably withheld.

COMPENSATION / COMMISSION SCHEDULE

7. **AGENT** shall receive commission for membership dues for Legal Club memberships sold at Current Published Retail Rates (CPRR) based on the Master Commission Setup Form filed for each group. All pricing for business sold below CPRR needs to be approved by **COMPANY** prior to presenting such information to any potential business opportunity. Said commission paid by **COMPANY** includes any and all sub-agent commissions to be paid out by **AGENT** and any and all costs generated by **AGENT** or his/her Sub-agents in the procurement of said membership sales.
8. Commissions shall be payable upon collection and clearance of membership dues within **COMPANY**.
9. Any and all charge back commissions due to cancellations shall be placed back to **AGENT** account for correction in the following commission period.

LEGAL MATTERS

10. Should the **COMPANY** be sued as result of an alleged act by you or any Sub-agent supervised by you as the appointing **AGENT**, the **COMPANY** shall defend such suit and/or settle such suit at its own discretion. You shall be notified immediately upon formal presentation of such suit.
11. Should **COMPANY** or **AGENT** incur any monetary loss as a result of the other's negligence, misrepresentation, deceit, criminal action or intentional material breach of this Agreement, the party at fault shall be liable to indemnify the other for such loss.
12. If a claim to compensation is made by another **AGENT** or Sub-agent, the decision of the **COMPANY** as to distribution, after a full investigation has been conducted, shall be binding and conclusive.
13. If a membership enrolled by you is terminated or lapses and another **AGENT** or Sub-agent shall solicit and enroll said member; **COMPANY** shall not be liable for continuing further compensation thereon to the original **AGENT**.
14. You shall comply with all advertising rules set forth by **COMPANY** and shall Submit all proposed advertising to the **COMPANY** legal department prior to publication. Any such advertising shall be at your own expense unless otherwise agreed to by **COMPANY** in writing. **AGENT** and/or his Sub-agents may mark their name and telephone number on **COMPANY** marketing materials as "Authorized Sales Agents" of **COMPANY** without covering or destroying in any way the materials or covering **COMPANY** address and telephone numbers. The purpose of such a mark is for identification and commission purposes only.
15. No assignment of compensation or obligations under this Agreement shall be valid unless agreed to in writing and signed by an officer of the **COMPANY**.

TERM, TERMINATION and MISCELLANEOUS MATTERS

16. The term of this Agreement shall be for a period of one year and shall automatically renew unless either party terminates this Agreement in writing giving the other party thirty days written notice of said termination. **AGENT** may appoint general and/or Sub-agents to market and sell **COMPANY** products in accordance with this Agreement. **COMPANY** may terminate this Agreement immediately for cause. The term "cause" shall mean any negligent, willful or wanton act, criminal activity, misrepresentation or deceit which places **COMPANY'S** business and/or reputation in peril. Termination for cause shall act to cancel all compensation for future renewals.
17. Any Sub-agent appointed by **AGENT** must be approved by **COMPANY** and sign a **General Agent Agreement** with **COMPANY**. Further, all **AGENT** and appointed Sub-agents must undergo sales training by **COMPANY**.
18. **AGENT** shall be responsible for supervising his or her appointed Sub-agents. **COMPANY** reserves the right to monitor all Sub-agent and **AGENT** activity.

TERM, TERMINATION and MISCELLANEOUS MATTERS (continued)

19. For the duration of this Agreement it will be the responsibility of **AGENT** to develop their own sales leads and marketing procedures of **COMPANY** legal service products.
20. **AGENT** agrees that it is now in possession of or will receive certain valuable and confidential information and disclosure as to **COMPANY'S** products, systems and/or other benefits. **AGENT** further agrees that he, and his agents, will not disseminate any such confidential information to the public, other than as a regular function of ordinary business dealings to promote the business of **COMPANY**, or operate in any manner, become interested in or establish, directly or indirectly, a business of similar nature for a period of two (2) years from the date of the termination of this Agreement, within the geographic scope of the United States of America, without the express written authority of **COMPANY**. Any breach of this Agreement whatsoever shall cause **COMPANY** to seek any and all legal remedies available by law as provided by Federal, State and County courts.
21. **COMPANY** and **AGENT** declare that the territorial and time limitations, stated in Paragraph 21 above, are reasonable and properly required for the adequate protection of the business of **COMPANY** and **AGENT**. In the event that any of the territorial or time limitations are deemed to be unreasonable by a court of competent jurisdiction, then all parties agree and submit to the reduction of either the territorial or time limitation as the court deems reasonable. Further, in addition to any other remedies available to **COMPANY** by law, **COMPANY** shall be entitled to injunctive relief, temporary or permanent, without having to post bond and without the necessity of proving actual damage to **COMPANY**.
22. **COMPANY** shall require no notice when seeking the injunctive relief.
23. The parties agree that this Agreement shall be subject to and governed by the laws of the State of Florida. Venue shall be in Broward County, Florida.
24. The parties hereby agree if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
25. The parties hereby agree that in the event any party initiates a suit with reference to this Agreement, each party shall bear their own court costs and reasonable attorney's fees at both the trial and appellate level.
26. The parties hereby agree that modification and waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breaches of the same or similar nature.
27. The parties hereby agree that this Agreement contains the entire understanding of the parties. There are no representations; covenants, warranties or undertakings other than those expressly set forth in this agreement.
28. All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the text requires.

