

**WEBSITE ACCESS, INDEPENDENT FINANCIAL PROFESSIONAL, CONTRACTING
& LICENSING, AND BACKGROUND CHECK AUTHORIZATION AGREEMENT**

This Website Access, Independent Financial Professional, Contracting & Licensing, and Background Check Authorization Agreement (“Agreement”) is made by and between M&O Marketing, LLC, a Delaware limited liability company (“M&O Marketing”), and/or M&O LTC, LLC, a Delaware limited liability company (“M&O LTC”) (collectively, “M&O”), whose principal office is located at 27777 Franklin Road, Suite 700, Southfield, Michigan 48034, and the Independent Financial Professional (“IFP”) (individually as a “Party” and collectively as the “Parties”), who possesses the requisite licenses to sell insurance and fixed indexed annuities on behalf of insurance carriers. IFP has attached certain contract and appointment paperwork and requests that M&O process these documents so that IFP may be appointed as an insurance agent or general insurance agent directly by one or more insurance carriers. IFP represents and warrants that answers on the attached documents are true and complete.

In consideration of these premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. IFP Obligations. It is understood that IFP, and not M&O, on behalf of IFP and/or any employee, insurance agent, financial planner, independent contractor, or any other IFP in IFP’s Hierarchy, jointly and severally, agrees to fully repay M&O any costs, expenses, and losses relating to any commission and/or override charge-backs relating to any life insurance or annuity policies sold by IFP or IFP’s Hierarchy. IFP further agrees that IFP is granting a first lien to M&O against any fees, commissions, or other payments due to IFP, which M&O may use as a setoff against any such charge-backs. Such repayment shall occur within thirty (30) days of M&O providing IFP notice of such charge-back being imposed against M&O. IFP acknowledges and understand that life insurance carrier contracts are processed on an as-earned commission basis.

If IFP owns an insurance agency or business, IFP’s Hierarchy also represents and warrants that all of IPF’s employees, insurance agents and other financial professionals shall comply with the provisions of this Agreement. As used in this Agreement, the term “Hierarchy” shall refer to all insurance agents, employees, and other financial professionals contracted under IFP under IFP’s contract with the applicable insurance carrier. If requested, IFP will provide a signed Agreement from each employee, insurance agent and other financial professional of IFP’s insurance agency or business. In any event, IFP hereby agrees to indemnify, hold harmless, upon request, defend, M&O, jointly and severally, from and against any and all claims, causes of action, demands, lawsuits, liabilities, costs and expenses, including, without limitation, court costs and reasonable attorney fees resulting from or arising out of, directly or indirectly: (i) any violation or breach by IFP or by any employee, insurance agent and other financial professional of IFP’s insurance agency or business or any insurance agent or independent financial professional in IFP’s Hierarchy of any term, provision, agreement, covenant, representation or warranty of this Agreement or any other agreement between IFP and M&O, (ii) any negligence, gross negligence, malpractice, fraud or intentional misconduct by IFP or by any employee, insurance agent or other financial professional of IFP’s insurance agency or business or by any insurance agent or independent financial professional in IFP’s Hierarchy, and/or (iii) any act or omission by IFP or by any employee, insurance agent and other financial professional of IFP’s insurance agency or business or by any insurance agent or independent financial professional in IFP’s Hierarchy in violation of any Applicable Law.

2. Independent Financial Professional Relationship. IFP fully understands and agrees that IFP is not authorized to represent IFP (or IFP's insurance agency or business) as an employee, agent, or representative of M&O, nor may IFP cause or lead, directly or indirectly, any third party to hold M&O, jointly or severally, responsible for any of IFP's actions or the actions of any employee, insurance agent, independent contractor or other financial professional of IFP's insurance agency or business or of any insurance agent or independent financial professional in IFP's Hierarchy.
3. Indemnification. IFP, jointly and severally, agrees to indemnify, hold harmless, upon request, defend, M&O from and against any and all claims, financial services related complaints, causes of action, demands, lawsuits, liabilities, losses, costs and expenses, including, without limitation, court costs, reasonable attorney fees, amounts paid in settlement, any and all including, without limitation, any financial services related complaint filed by any person, entity or governmental agency or authority, any and all commission and/or override chargebacks and other indebtedness of any kind or nature to any insurance carrier and any amount paid to any consumer or other third-party in connection with any claim brought against M&O, resulting from or arising out of, directly or indirectly: (a) any violation or breach by IFP or IFP's Hierarchy of any term, provision, agreement, obligation, covenant, representation or warranty of (i) the Agreement or any other contract or agreement between or involving IFP or IFP's Hierarchy and M&O, including this Agreement, or (ii) any contractual obligations, rules, regulations, insurance and training requirements of M&O and/or any and all insurance carriers that were represented by M&O; (b) any negligence, gross negligence, malpractice, fraud, or intentional misconduct by IFP or IFP's Hierarchy; (c) any act or omission by IFP or IFP's Hierarchy in violation of any Applicable Law; and/or (d) any circumstance that triggers a commission and/or override charge-back against M&O, including, but not limited to, any lapse, rescission, cancelation, or free-look of any life insurance or annuity policy sold by IFP or IFP's Hierarchy.
4. Access & Services. IFP shall receive access to content including, without limitation, material, advice, recommendations, training, etc., written or otherwise, including, without limitation, from the M&O website(s), within the password protected and secured agent portal located therein, and/or in any other way through M&O or a third-party, including, without limitation, written handouts, sales and seminar/presentation/workshop materials, webinars, videos, training materials, marketing content, etc. not available to non-M&O-contracted IFPs or the general public, all of which is deemed confidential, proprietary, and/or intellectual property of M&O ("Confidential Information," as defined below in Section 9 of this Agreement). IFP may also receive marketing value in the form of media interviews, public relations reprints, radio segments, television segments, or other audio, video, written, or electronic media through and pursuant to the direct or indirect work and/or production of M&O ("PR Media"). IFP is strictly prohibited from disclosing any log-in information to any M&O website or from disclosing, sharing, or disseminating any content accessible through any M&O website. If M&O becomes aware of any unauthorized use, disclosure, sharing, or dissemination thereof, M&O reserves the right to suspend IFP's access and use of any M&O website. IFP also agrees that M&O would be irreparably injured if IFP used any of M&O's content, including, but not limited to, PR Media, material, advice, recommendations, training, written handouts, sales and seminar/presentation/workshop materials, webinars, videos, training materials, marketing content, etc., for himself/herself or for any other entity or person upon termination of this Agreement.

5. Product & Company Knowledge. IFP is fully aware, understands, and agrees that as a licensed insurance agent it is IFP's responsibility to completely understand the products and companies IFP represents that to properly solicit these products to consumers in accordance with insurance solicitation laws, advertising laws, and consumer protection laws and any other laws, rules, regulations and statutes within the state(s) where IFP holds a resident and/or non-resident license, as well as any and all applicable federal, state, and local laws, statutes, rules, and regulations, including, without limitation, any laws, statutes, regulations and/or rules that (i) relate to the professional conduct of IFP or the operation of the IFP's insurance agency or business and/or (ii) are issued by the United States Securities and Exchange Commission or the Financial Industry Regulatory Authority (collectively "Applicable Law"). IFP endorses ethical market conduct as embodied in the Insurance Marketplace Standards Association ("IMSA") statement principles, and IFP agrees to comply with the Ethical Canons and Rules of Conduct attached hereto as Exhibit A, as they may be updated or amended from time to time. IFP also hereby agrees to comply with any and all rules, regulations, insurance, and training requirements of any and all insurance carriers that IFP represents.

6. Advertisement Review. IFP understands and agrees that any form of product-specific (whether directly or indirectly so) advertising, be it to insurance agents or independent financial professionals or to the public, regardless of the medium (e.g. print, radio, internet, etc.), must be submitted to the named insurance carrier home office for review and compliance approval. IFP understands and agrees that no product-specific ad may be run without written approval from the carrier. IFP further understands, acknowledges, and agrees to each of the following: (i) failure to follow this rule can result in loss of my appointment, fines and/or loss of IFP's insurance license; and (ii) ad approval is a contractual requirement, as well as a legal requirement. IFP further acknowledges that any compliance-related services, advertising review services, or consulting provided by M&O does not carry any warranty or guarantee of compliance with Applicable Law or with insurance carrier advertising regulations. IFP further agrees to indemnify, hold harmless, upon request, defend, M&O jointly and severally, from and against any and all claims, financial services related complaints, causes of action, demands, lawsuits, liabilities, losses, costs and expenses, including those which may come from IFP, including, without limitation, court costs, reasonable attorney fees, amounts paid in settlement, any and all including, without limitation, any financial services related complaint filed by any person, entity, or governmental agency or authority, any and all commission and/or override chargebacks and other indebtedness of any kind or nature to any insurance carrier, and any amount paid to any consumer or other third-party in connection with any claim brought against M&O or any third-party, stemming from any compliance-related services or consulting provided by M&O.

7. Background Information. IFP authorizes individuals, companies, and other entities to give M&O, or their authorized representatives, any and all information with reference to the character, credit, debits owed insurance companies, business reputation, employment history, including information whether or not among their records, of IFP, any and all employees, insurance agents, independent contractors, and/or other financial professionals of IFP's Hierarchy. IFP releases said individual, companies and other entities from any liability whatsoever which results, or might result, from the disclosure of such information. M&O, jointly and severally, is hereby released from any liability whatsoever which results, or might result, from the disclosure of such information.

8. Background Check Authorization. IFP agrees that IFP will execute and deliver to M&O the authorization in the form attached to this Agreement as Exhibit B (the “Background Check Authorization”), as may be amended from time to time. By executing the Background Check Authorization, IFP authorizes M&O to perform, from time to time, unless and until IFP revokes such authorization in writing, credit and/or background checks as deemed appropriate by IFP. Within five (5) days of the date of this Agreement, IFP shall provide M&O with a separate IFP Agreement and Background Check Authorization signed by each employee, insurance agent, and other financial professional working with IFP or for IFP and/or with or for any insurance agency, business, any insurance agent, or independent financial professional under IFP’s Hierarchy. M&O, jointly and severally, are hereby released from any liability whatsoever which results, or might result, from the disclosure of such information.

9. Confidential Information. Both Parties acknowledge that each may have access to information that is considered to be confidential or proprietary, including but not necessarily limited to, rights, trade secrets, copyrights, customer lists, customer information, product information, product lists, research reports, representative lists, any and all marketing material, and similar documents (“Confidential Information”). Confidential Information does not include information that (a) has been made public by an act or omission by a party other than M&O; (b) M&O receives from an unrelated third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) M&O knew prior to receiving such information; or (d) M&O develops independently without use of Confidential Information. Both Parties agree to maintain as confidential and not disclose the Confidential Information to any third party, field marketing organization, broker/dealer, registered investment advisor, or financial professional without the express written consent of the other party, which consent may not be unreasonably withheld or delayed, and will not use any Confidential Information for any purpose other than for the performance of its obligations under this Agreement. Both Parties agree to use all reasonable efforts to prevent any authorized disclosure of Confidential Information disclosed by either Party under this Agreement. The foregoing prohibition shall not apply to IFP’s employees, officers, directors, shareholders, members, managers, agents (who are not IFPs), consultants, lenders, and/or potential investors and lenders who have a business purpose for obtaining knowledge of the terms of this agreement, provided that such person(s) have been notified of this confidentiality requirement and agree to comply with the same, and the foregoing prohibition shall also not apply to the extent that either party is required to provide a copy of this agreement pursuant to a governmental or court order or any of the parties are involved in litigation regarding this agreement.

10. Private Health Information. IFP is fully aware and understands that from time to time IFP may be provided with or become privy to (i) Protected Health Information (“PHI”). Such information may include, but is not limited to, health information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present or future payment for the provision of health care to an individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. IFP agrees that IFP will not use such PHI in any manner that is inconsistent with 45 CFR 142,160 and 164 (“HHS Privacy Regulations”). Further, IFP has reviewed the HHS Privacy Regulations and has all taken measures necessary to comply with the same.

11. Disclosure of Adverse Action. IFP understands that IFP has an affirmative obligation to disclose any Adverse Action (as defined below) taken against IFP or anyone in IFP's Hierarchy within five (5) days of such Adverse Action, regardless if it is related to IFP's relationship with M&O; and that M&O may further report such Adverse Action as may be required by a carrier. As used in this Agreement, the term ("Adverse Action") shall include, but not be limited to: (i) the denial, suspension or revocation of any insurance, securities or other fiduciary license, (ii) the filing of a complaint, regulatory inquiry/investigation, arbitration or suit by an insurance department, FINRA, state securities office, attorney general or any other regulatory agency, (iii) the filing of any lawsuit or claim against IFP, IFP's surety company or E&O insurer arising out of IFP's sales or practices, (iv) IFP's involvement in any litigation or the filing of an unsatisfied lien or judgments, including tax liens, against IFP, (v) an event in which IFP has been charged with or pled guilty to, *nolo contendere* to or have been found guilty of any felony or misdemeanor or are currently under indictment, (vi) the claim of any commission charge back or other indebtedness as a result of an insurance transaction, (vii) a discharge from employment or insurance agent contract termination for reasons other than low production, (viii) the filing of a voluntary or involuntary bankruptcy petition, or (ix) the violation of any Applicable Law.
12. Errors & Omissions Insurance. IFP will carry errors and omissions insurance on behalf of IFP's business and IFP's relationship with an insurance carrier and in an amount reasonably acceptable to M&O.
13. Preferred Contact. IFP hereby authorizes M&O to contact IFP by telephone or email with respect to any aspect of IFP's business, including product information, new product offerings, and/or marketing opportunities.
14. Third Party Beneficiary. IFP acknowledges and agrees that M&O Capital, Inc., a Michigan corporation ("M&O Capital"), M&O Marketing, or M&O LTC, as the case may be, shall each be a third party beneficiary of this Agreement, and each, jointly and severally, shall be entitled to enforce this Agreement, including, without limitation, the indemnification provisions of this Agreement, as though IFP delivered this Agreement to each of M&O Capital, M&O Marketing or M&O LTC, as the case may be.
15. Independent Contractor. M&O and IFP, each respectively, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall be construed as constituting an employment, joint venture, or partnership relationship between M&O and IFP.
16. Injunctive Relief. M&O and IFP agree that any default under or breach of this Agreement will result in immediate and irreparable injury and harm to M&O, which shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the default under or breach of this Agreement. The foregoing remedies shall in no way limit any other remedies which M&O may have, including, without limitation, the right to seek damages.
17. Termination. This Agreement shall be effective on the date of execution by M&O set forth below and shall automatically renew the first of January of the next and each year thereafter until terminated.

This Agreement may be terminated by either party, at any time, with or without cause or without penalty, immediately upon written notice from M&O to IFP or from IFP to M&O. Any such termination shall not affect the status, obligations or liabilities of either party to this Agreement.

17.1. IFP, for a period of two (2) years from the date of termination of this Agreement, will not directly or indirectly attempt to induce any M&O employee or any insurance agents, financial planners, independent contractors, or any other independent financial professionals associated with or affiliated with M&O to leave M&O or do any business with any competitor of M&O of any kind. In the event this provision is violated and without limitation of M&O's other remedies, IFP shall be liable for any damages M&O suffers and IFP further agrees that money damages for IFP's breach will be inadequate and that M&O is entitled to seek injunctive relief to prevent further breaches of this provision. Effective upon termination, all of M&O's confidential and proprietary information, including but not necessarily limited to, rights, trade secrets, copyrights, customer lists, customer information, product information, product lists and similar documents, research reports, representative lists and similar documents, and any and all marketing material, PR Media, and similar documents provided by M&O as defined above under Confidential Information above shall remain the property of M&O and shall be returned to M&O, and, if in IFP's possession, in the same form and condition it was received in by IFP. Destruction of these confidential and proprietary material is not acceptable, unless in a manner and with such evidence of destruction as shall be approved in writing by an authorized office of M&O. Effective upon termination, IFP agrees to immediately cease and desist use of any and all of M&O's Confidential Information (as referenced in Sections 4 and 9 of this Agreement), marketing materials, PR Media, etc. IFP agrees that IFP's breach of this term would provide irreparable damage to M&O which would be difficult or impossible to calculate and therefore M&O shall be entitled to liquidated damages of one-hundred thousand dollars.

17.2. IFP expressly agrees that IFP will advise a future employer or marketing organization of the covenants contained in this Agreement, including the agreement not to solicit M&O's clients or representatives, employees, insurance agents, financial planners, independent contractors, or any other independent financial professional affiliated or associated with M&O, as well as IFP's obligations prohibiting the use, dissemination, and possession of confidential, proprietary, and/or trade secret information, as well as any prior other non-compete agreements with M&O. Advising a future employer or marketing organization of the matters covered by this paragraph shall not be deemed a violation of the confidentiality provision of this Agreement.

17.3. Both Parties agree that M&O has no obligation to IFP to agree to and/or execute any annuity or life insurance contract release ("release") request. M&O may in its sole discretion require that any release request be reciprocal and agreed to by the other marketing organization or top-of-hierarchy entity, or, in the alternative, M&O may elect to defer action on any release agreement for up to one (1) year from the date of receiving a written release request. All outstanding debts, chargebacks, etc. owed to M&O by IFP must be paid to M&O prior to any execution of a release by M&O. Furthermore, immediately upon either the transfer of any of IFP's annuity or life insurance contracts or any executed release between M&O and IFP and upon M&O providing a good faith accounting to IFP, IFP agrees to repay M&O within thirty (30) days in full lump-sum any and all special compensation, including, but not limited to, (i) all override compensation that has been paid to IFP that is above carrier-defined or recognized *street level*

compensation/commission schedules (regardless of whether paid by the carrier or by M&O), (ii) the full market value of services, whether done internally or externally by M&O, paid for by M&O for the benefit of IFP, (iii) the value of any goods or services paid to any third-party, whether affiliated or unaffiliated, on behalf of or for the benefit of IFP, (iv) any and all cash compensation paid by M&O to IFP through a M&O *special deal* or *marketing rewards* program, and (v) any and all compensation paid by M&O to either IFP directly or on IFP's behalf, back to M&O which was ever received, either directly or indirectly, by IFP from the date of IFP's first annuity, life insurance, or long-term-care case submitted through M&O up to and including the date of any such executed release. Upon M&O's request, IFP also agrees to execute a written attestation provided by M&O to IFP regarding the accuracy of such aforementioned accounting of any special compensation for any use that M&O deems, in its sole discretion, is necessary.

18. Survival. The representations, covenants, and warranties of this Agreement contained in Sections 9, 16, 19, and 20, and the indemnification provisions set forth in Section 3, 7, and 8 shall survive this Agreement. This Section 18 shall survive termination of this Agreement and of IFP's appointment, IFP's insurance agency's appointment, IFP's business' appointment, the appointment of any employee, insurance agent and other financial professional of IFP's Hierarchy by the applicable insurance carrier for whom M&O acts as a field marketing organization and/or managing general agent.

19. Non-Disclosure. M&O and IFP agree that the terms of this Agreement are intended to be confidential and therefore shall remain confidential. Accordingly, M&O and IFP agree not to provide a copy of this Agreement to any third-party, marketing organization, broker/dealer, registered investment advisor, or financial professional without the express written consent of the other party. The foregoing prohibition shall not apply to a party's employees, officers, directors, shareholders, members, managers, agents (who are not IFPs), consultants, lenders, and/or potential investors who have a purpose for obtaining knowledge of the terms of this Agreement, provided that such person(s) have been notified of this confidentiality requirement and agree to comply with the same, and the foregoing prohibition shall also not apply to the extent either party is required to provide a copy of this Agreement pursuant to a governmental or court order or any parties are involved in litigation regarding this Agreement. IFP agrees that IFP's breach of this term would provide irreparable damage to M&O which would be difficult or impossible to calculate and therefore M&O shall be entitled to liquidated damages of one-hundred thousand dollars.

20. General Provisions.

20.1. Cost of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

20.2. Governing Law; Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to the choice of law provisions thereof. IFP acknowledges that by entering into this Agreement, and providing services under this Agreement, IFP has transacted business in the state of Michigan. By transacting business in the state of Michigan by agreement, IFP voluntarily submits and consents to, and waives personal

service of the summons, complaint, or any other process issued in any such action and agrees that service may be made by registered or certified mail to IFP and that service so made will be deemed completed on IFP's actual receipt thereof.

203. Assignment. IFP may not assign or delegate, sublicense or otherwise transfer this Agreement without receiving prior written approval from M&O.

204. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. No failure to or delay in exercising any right, remedy, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided herein are cumulative and are not exclusive of any other rights, remedies, powers and privileges, whether provided herein, in any amendment or other agreement, at law or in equity.

205. Notice. Any and all notices provided for in this Agreement shall be given in writing by certified mail, addresses to M&O at its registered office with a copy to its Corporate Counsel or to IFP at the address listed above (Section 13), unless notice of a change of address is furnished by IFP to M&O. A photocopy, fax or email of this Agreement shall be effective as the original for all purposes under this Agreement. IFP has express permission to communicate with M&O by any means, including but not limited to fax or email.

206. Voluntary Execution. IFP acknowledges and agrees that it has fully read, understands, and voluntarily enters into this Agreement.

207. Headings. The headings of any section contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision thereof.

208. Severability. If any term, clause or provision hereof is invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

209. Integration. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. All schedules referenced in this Agreement shall be incorporated into this Agreement by this reference. This Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the date set forth below.

M&O Marketing, LLC

Independent Financial Professional

By: _____

By: _____

Name: Dennis M. Brown

Name: _____

Title: Owner & CEO

Date: _____

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EXHIBIT A

ETHICAL CANONS AND RULES OF CONDUCT

As an IFP, IFP hereby agree to comply with the following Ethical Canons and Rules of Conduct:

1. **Competence and Compliance.** IFP shall competently provide services to clients, and shall maintain and further the necessary knowledge and skills to continue to do so. IFP shall comply with all Applicable Laws in providing services to clients.

2. **Confidentiality.** IFP shall protect the privacy of clients, and others with whom IFP have a professional relationship or on whose behalf IFP have reason to possess confidential information, unless the client has specifically released IFP from such duty or such information is required to be divulged in response to proper legal process.

3. **Professionalism.** IFP shall serve the public, clients and employers with the highest professionalism, integrity, impartiality, objectivity and ethical behavior.

4. **Fairness.** IFP shall perform professional services in a manner that is fair and reasonable to clients, prospective clients, colleagues, and employers, and shall disclose any conflicts of interest associated with providing such services. IFP shall, in rendering services to a client, disclose:

a. All material information relevant to the professional relationship, including but not limited to conflict(s) of interest(s), amount of compensation, address, telephone number, credentials, qualifications, licenses, and agency relationships, as well as the my scope of authority within the insurance agency or business.

b. Any and all information required by all Applicable Laws in a manner that complies with such Applicable Laws.

c. IFP's compensation shall be fair, reasonable, and clearly disclosed.

5. **Integrity.** IFP shall always act in the best interest of IFP's client, and shall provide services with honesty and trust and place the interests of the client above IFP's own interests.

6. **Diligence.** IFP shall act timely and promptly in serving clients, employers, principals and other users of IFP's services. IFP shall carefully evaluate a client's circumstances in accordance with all Applicable Laws prior to making a recommendation, and shall make and/or implement only those recommendations that are appropriate for the client. IFP shall properly supervise subordinates with regard to their delivery of services to the client, and shall not accept or otherwise condone any subordinate's conduct that is in violation of these Ethical Canons and Rules of Conduct.

7. **Continuing Education.** IFP shall keep informed of developments in IFP's area of activity and participate in continuing education throughout my professional career in order to improve professional competence in all fields in which IFP is involved. IFP shall offer advice only in those areas that IFP have competence. In those areas that IFP is not professionally competent, IFP shall seek the counsel of qualified individuals and/or refer clients to such persons.

8. **Honesty and Fair Disclosure.** IFP shall not solicit clients through false or misleading communications or advertisements, either written or oral. IFP shall not, during the course of rendering professional services, engage in conduct that involves dishonesty, fraud, deceit or misrepresentation, or make a false or misleading statement to a client, employer, employee, professional colleague, governmental or other regulatory body or official, or any other person or entity.

9. **Disclosure and Reporting.** If IFP have reason to suspect illegal conduct within the organization, IFP shall make timely disclosure of the available evidence to IFP's immediate supervisor and/or partners or co-owners. If IFP is convinced that illegal conduct exists within IFP's organization, and that appropriate measures are not being taken to remedy the problem, IFP shall, where appropriate, alert the proper regulatory authorities and M&O.

EXHIBIT B

RELEASE AUTHORIZATION AND FAIR CREDIT REPORTING ACT DISCLOSURE FOR EMPLOYMENT PURPOSES

The applicant for employment acknowledges that M&O Marketing, Inc. (“M&O”) may now, or at any time while employed, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an *adverse decision*, before making the adverse decision, we will provide to IFP a copy of the consumer report and a description in writing of IFP’s rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an *investigative consumer report* including information as to IFP’s character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting IFP’s present and previous employers or references supplied by IFP. Please be advised that IFP have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Consumers Have The Right To Obtain A Security Freeze

IFP have a right to place a ‘security freeze’ on IFP’s credit report, which will prohibit a consumer reporting agency from releasing information in IFP’s credit report without IFP’s express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in IFP’s name without IFP’s consent. However, IFP should be aware that using a security freeze to take control over who gets access to the personal and financial information in IFP’s credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application IFP make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, IFP have the right to place an initial or extended fraud alert on IFP’s credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If IFP is a victim of identity theft, IFP is entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which IFP have an existing account that requests information in IFP’s credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission’s web site (<http://www.ftc.gov>).

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.

For Maine and New York Applicants Only

Upon request, IFP will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. Upon request, IFP will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. IFP have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, IFP acknowledge receipt of Article 23-A of the New York Correction Law.

Maine Residents will be provided a copy of IFP's rights under the Maine Fair Credit Reporting Act

For Washington Applicants Only

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680. IFP have the right to request a written summary of IFP's rights and remedies under the Washington Fair Credit Reporting Act from them.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Initial:_____ Yes:_____. No:_____.

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Initial:_____ Yes:_____. No:_____.

***California Applicants:**

If IFP chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and IFP will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless IFP elected not to get a copy of the report).

California applicants or employees only: Under California Civil Code section 1786.22, IFP are entitled to find out what is in the CRA's file on IFP with proper identification, as follows:

- In person, by visual inspection of IFP's file during normal business hours and on reasonable notice. IFP also may request a copy of the information in person. The CRA may not charge IFP more than the actual copying costs for providing IFP with a copy of IFP's file.
- A summary of all information contained in the CRA file on IFP that is required to be provided by the California Civil Code will be provided to IFP via telephone, if IFP have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to IFP.
- By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs. "Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if IFP cannot identify IFP with such information may the CRA require additional information concerning IFP's employment and personal or family history in order to verify IFP's identity. The CRA will provide trained personnel to explain any information furnished to IFP and will provide a written explanation of any coded information contained in files maintained on IFP. This written explanation will be provided whenever a file is provided to IFP for visual inspection. IFP may be accompanied by one other person of IFP's choosing, who must furnish reasonable identification. A CRA may require IFP to furnish a written statement granting permission to the CRA to discuss IFP's file in such person's presence.

A Summary of IFP's Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of IFP's major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

* **IFP must be told if information in IFP's file has been used against IFP.** Anyone who uses a credit report or another type of consumer report to deny IFP's application for credit, insurance, or employment – or to take another adverse action against IFP – must tell IFP, and must give IFP the name, address, and phone number of the agency that provided the information.

* **IFP have the right to know what is in IFP's file.** IFP may request and obtain all the information about IFP in the files of a consumer reporting agency (IFP's "file disclosure"). IFP will be required to provide proper identification, which may include IFP's Social Security number. In many cases, the disclosure will be free. IFP are entitled to a free file disclosure if:

- * a person has taken adverse action against IFP because of information in IFP's credit report;
- * IFP are the victim of identify theft and place a fraud alert in IFP's file;
- * IFP's file contains inaccurate information as a result of fraud;
- * IFP are on public assistance;
- * IFP are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

* **IFP have the right to ask for a credit score.** Credit scores are numerical summaries of IFP's creditworthiness based on information from credit bureaus. IFP may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but IFP will have to pay for it. In some mortgage transactions, IFP will receive credit score information for free from the mortgage lender.

* **IFP have the right to dispute incomplete or inaccurate information.** If IFP identify information in IFP's file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless IFP's dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

* **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

* **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

* **Access to IFP's file is limited.** A consumer reporting agency may provide information about IFP only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

* **IFP must give IFP's consent for reports to be provided to employers.** A consumer reporting agency may not give out information about IFP to IFP's employer, or a potential employer, without IFP's written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

* **IFP may limit "prescreened" offers of credit and insurance IFP get based on information in IFP's credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number IFP can call if IFP choose to remove IFP's name and address from the lists these offers are based on. IFP may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

* **IFP may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, IFP may be able to sue in state or federal court.

* **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, IFP may have more rights under state law. For more information, contact IFP's state or local consumer protection agency or IFP's state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-977-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6742
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered saving banks (word "Federal" or initials "F.S.B" appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in Institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of the Deputy Administrator – GIPSA Washington, DC 20520 202-720-7051



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit- Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____