

## IBO APPLICATION AND AGREEMENT

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AMERIPLAN CORPORATION, PLANO, TEXAS (hereinafter referred to as "AmeriPlan") AND IBO(s) (hereinafter referred to as "IBO") AGREE AS FOLLOWS:

- I. AmeriPlan hereby appoints the IBO and the IBO accepts such appointment under the terms, conditions and covenants stated in this Agreement:
  - (A) To solicit and procure applications for Members and/or IBOs. However, the IBO shall not have any exclusive rights therein.
  - (B) Nothing herein contained in this Agreement shall be construed to create the relationship of employer and employee between AmeriPlan and the IBO. It is the intent of the parties hereto that the IBO is not an employee of AmeriPlan for any purpose but is an Independent contractor for all purposes. IBO reserves the right to exercise independent judgment as to time, place and manner of performance under this Agreement. In accordance with the foregoing, IBO will not be treated as an employee of AmeriPlan for, but not limited to, Federal or State tax purposes, or for purposes of workers' compensation or unemployment insurance. The IBO understands and agrees that IBO is responsible for payment of all State, Federal, Foreign and/or local taxes including, but not limited to, income tax, withholding tax, and social security tax on funds distributed to IBO from AmeriPlan.
  - (C) To collect on behalf of AmeriPlan such membership dues and other monies as the IBO may be authorized by AmeriPlan to collect and to conserve the best interest of AmeriPlan in every way.
- II. The IBO shall endeavor to promote the interest of AmeriPlan as contemplated by this agreement, and shall so conduct itself as not to affect adversely the business, good standing, or reputation of itself or of AmeriPlan.
- III. The IBO shall be wholly responsible to AmeriPlan for all monies collected by the IBO.
- IV. The IBO shall pay and be responsible for the full payment of all IBO expenses, including the cost of all material and equipment required to accomplish the result contemplated by this Agreement.
- V. The IBO agrees that it will abide by all of the laws, rules, and regulations of any Federal, State, City Government, Department or Bureau having jurisdiction over it, and failure to comply with any said laws, rules, or regulations shall constitute a violation and breach of this Agreement.
- VI. The IBO shall have no authority hereunder to bind AmeriPlan by any promise or agreement or to incur any debts or liability whatsoever in the name of AmeriPlan or on its account.
- VII. The IBO shall have no power to make or alter the provisions of the referral plan issued by AmeriPlan or waive any of the provisions or the conditions thereof.
- VIII. The IBO shall have no power or authority other than as specified in this Agreement unless specifically granted by AmeriPlan in writing.
- IX. The IBO shall forward, according to AmeriPlan's written instructions, membership dues and other receipts, vouchers, drafts, monies and valuable Papers received by the IBO from or for AmeriPlan or its representatives, and to remit immediately said monies to AmeriPlan. All collections made by the IBO shall be held by the IBO in trust for AmeriPlan and shall be remitted to AmeriPlan as provided above.
- X. The IBO agrees that all books of account, documents, vouchers, letters, and other property and papers connected with the business transacted under this Agreement shall be open to inspection at all times by AmeriPlan's officers or its representatives.
- XI. The IBO shall not insert or post any advertising material respecting AmeriPlan in any publication or on any property whatsoever, without the prior written authorization of AmeriPlan, nor shall it issue any circulars, letters, posters, signs or establish any Internet sites or other electronic advertising without first obtaining the written consent of AmeriPlan.
- XII. AmeriPlan agrees to pay during the continuance of this Agreement, and the IBO agrees to accept as full compensation for all the services to be rendered by IBOs, representatives, servants, and any employees of the IBO, compensation based upon business secured by and through the IBO payable on the membership dues as they are paid by the express terms of the referral plan, computed on the basis of the compensation schedule in the AmeriPlan Corporation IBO Policies and Procedure Manual (" IBO Manual").
- XIII. The IBO's sole compensation from AmeriPlan are the monies earned by it in accordance with this Agreement at the rates set forth in the IBO Manual, to the cash received by AmeriPlan for the membership dues procured by the IBO and actually issued by AmeriPlan. AmeriPlan shall not compensate or reimburse the IBO for any expenses it may incur.
- XIV. Compensation shall be payable hereunder only in accordance with and subject to the rules and regulations of AmeriPlan now or hereafter in force.
- XV. It is agreed that if any referral plan written under this Agreement shall cease to be in force on membership dues paying basis for a period of ninety (90) days and should subsequently be reinstated, no further compensation will be payable on such referral plan unless therein statement is procured through the IBO, anything herein to the contrary notwithstanding.
- XVI. The IBO shall, under no circumstances whatsoever, pay or allow any rebate of membership dues in any manner whatsoever, directly or indirectly, and in case the IBO violates any of the provisions of this section, then this Agreement shall thereupon cease and terminate.
- XVII. Should AmeriPlan return the membership dues on a plan for any reason, or if any such dues should be dishonored for any reason, the IBO shall repay to AmeriPlan monies received or credited for the amount of such membership dues so returned or dishonored.
- XVIII. Any assignment to or of this agreement or of any of the benefits to accrue hereafter, in whole or in part, without the prior written consent of AmeriPlan, shall be void and of no effect, whatsoever, and shall vest no rights in the assignee. This limitation includes absolute assignments and assignments as collateral security.
- XIX. No forbearance or neglect on the part of AmeriPlan to enforce any or all of the provisions of this Agreement shall be construed as a waiver or estoppel of any rights or privileges of AmeriPlan.
- XX. This Agreement may be terminated:
  - (A) Forthwith, if the IBO violates any of the terms or provision of any other covenants herein provided for;
  - (B) By either party with or without cause upon thirty (30) days notice in writing to the other;
  - (C) By the death or total disability of the IBO;
  - (D) By the withdrawal of AmeriPlan from the territory in which the IBO is operating.
- XXI. Should the IBO at any time endeavor to induce any IBO of AmeriPlan to leave its service or its members to relinquish their memberships, its right to the payment of continued compensation under this and all other Agreements with AmeriPlan shall immediately terminate. If Agreement is terminated for reasons other than those outlined above, payment of compensation will be continuous for 90 days after termination of contract.
- XXII. IBO hereby agrees to indemnify and hold harmless AmeriPlan, AmeriPlan's agents, servants, employees and representatives, from any and all claims, debts, liabilities, suits or proceedings, of any nature whatsoever, that currently exist, or which predate this Agreement, or which may arise subsequent to the date of this Agreement, arising out of any breach of this Agreement or intentional act or negligence IBO may commit with regards to his representation of any attempts to sell the Plan. This indemnification obligation is not limited in any manner whatsoever and all expenses, including legal fees, incurred by AmeriPlan, AmeriPlan's agents, servants, employees and representatives, in order to give full effect to this indemnification provision shall be accessible and payable by IBO, on demand without setoff.
- XXIII. This agreement supersedes and cancels any and all agreements, contracts, and stipulations, written or oral, previously in force between the IBO and AmeriPlan. No modifications of this Agreement or waiver of its provisions shall be valid, unless it is in writing and signed by an AmeriPlan authorized officer.
- XXIV. AmeriPlan reserves the right to institute, alter, or modify prices, literature, Policies and Procedures, or the Compensation Plan at its sole discretion.
- XXV. All promotional ideas or materials, written or otherwise, must be approved by AmeriPlan USA Corporation.
- XXVI. IBO hereby agrees that if AmeriPlan receives "Letter of Record" signed by a prospective customer naming another IBO, AmeriPlan must honor "Letter of Record."
- XXVII. This Agreement, when executed by your sponsoring IBO of AmeriPlan, shall become effective immediately and shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Plano, Collin County, Texas. IBO hereby irrevocably submits to the nonexclusive jurisdiction of the State or Federal Courts of Collin County, Texas. IBO hereby irrevocably agrees that service of process may be made upon IBO in any legal proceeding relating to or arising out of this Agreement by any means allowed by Texas or federal law. Venue for any legal proceeding regarding this Agreement shall be Collin County, Texas. IBO hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.
- XXVIII. IBO covenants and agrees to comply with the standards, rules, regulations and policies as set forth in the AmeriPlan Corporation IBO Policies and Procedures Manual which may be hereinafter amended, modified or revised in the sole discretion of AmeriPlan, which is incorporated into this Agreement by reference as if fully set forth herein, and IBO further covenants and agrees to obtain and comply with any and all such amendments, modifications or revisions of the IBO Manual which may be hereinafter made by AmeriPlan.
- XXIX. If your fees or sales aid order check fails, you agree that AmeriPlan can electronically draft your checking account in order to collect funds due AmeriPlan.
- XXX. The IBO grants to AmeriPlan Corporation, its agents, and others working for it on its behalf and their respective licensees, successors, and assigns the absolute right and permission to use, publish, broadcast, and copyright IBO's voice recording, name, testimonial, picture, and likeness, or any material based upon or derived therefrom, or to refrain from doing so, in any manner or media whatsoever for purpose of advertising or trade in promoting and publicizing AmeriPlan. IBO agrees that IBO shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, distortion, or illusionary effect, or use in any composite form.