

This Agreement entered into this ____ day of _____, 20____, by and between Guardian Legal Services, Inc. (GUARDIAN), and General Agent _____, hereinafter called GA.

GUARDIAN has organized a Legal Insurance Service Plan to provide various groups, associations, individuals and families with Legal Services.

GA desires and hereby agrees, on behalf of GUARDIAN, to solicit or cause to be solicited, GUARDIAN Legal Plan applications from Subscribers.

Now therefore, in consideration of the promises and mutual covenants contained herein, it is mutually agreed by and between the parties hereto as follows:

1. **DEFINITIONS:**

- a) **Assigned Agent:** is a Producing Agent under contract with GUARDIAN who has been assigned to a General Agent for supervision, training, assistance and/or reporting of business.
- b) **Legal Services:** are those services to be performed by a Participating Attorney pursuant to the terms of a Participating Attorney Service Agreement.
- c) **Participating Attorneys:** are licensed Florida attorneys (including their staff) selected and contracted by GUARDIAN as independent contractors to provide legal benefits to GUARDIAN Members.
- d) **Member:** refers to the GUARDIAN Subscriber or a Dependent of a Subscriber who is current with premium payments corresponding to the chosen coverage plan and is entitled to the benefits as outlined in the Member Contract.
- e) **Subscriber:** is the individual who signs a legal services agreement with GUARDIAN and pays the premium required under the coverage plan of his/her choice.
- f) **Member Contract:** is that document provided to the Subscriber that specifies benefits and conditions of coverage.

2. **LICENSING:** GA represents that he/she is duly licensed by the laws of the State of Florida to solicit legal expense insurance.

3. **APPOINTMENT AND TERRITORY:**

- a) GUARDIAN hereby appoints the GA as its representative, and the GA hereby accepts such appointment, with such authority and duties as are hereinafter specifically limited and defined.
- b) In the performance of the services set forth herein, GA will at all times be deemed an independent contractor, and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between GUARDIAN and the GA, or between the GA and the Agent. Subject to the terms of this Agreement, the GA shall be free to exercise his/her own judgment as to whom he will solicit applications and the time and place of the solicitations. However, GUARDIAN, from time to time, may prescribe instructions, rules and requirements with respect to the conduct of the activities covered by, but not interfering with, the freedom of judgment and action of the GA, and to ensure that applications submitted by the GA will conform to the GUARDIAN method of conducting its business.
- c) The territory within which the GA shall have the right to operate pursuant to the terms of this Contact shall be the State of Florida.

4. **RESPONSIBILITIES, AUTHORITY AND LIMITATIONS:**

- a) Subject to the terms of this Agreement, the GA is authorized to solicit Legal Expense plan applications for and on behalf of GUARDIAN.
- b) The GA, subject to the approval of GUARDIAN in each case, shall have the authority to select and appoint Producing Agents to carry out the purposes of this Agreement. Unless otherwise agreed to in writing, such Producing Agents shall contract directly with GUARDIAN pursuant to the terms and conditions of an Agent Agreement. Under such

Agent Agreement, the Producing Agents shall be assigned to the GA for supervision, training, assistance and/or the reporting of business. While so assigned to the GA, such Producing Agent is an Assigned Agent. Unless otherwise agreed to by GUARDIAN in writing, such Assigned Agent shall be compensated directly by GUARDIAN pursuant to the terms of the Agent Agreement. Notwithstanding any contract terms, it is acknowledged that GUARDIAN shall at all times have the right to terminate or transfer an Assigned Agent in accordance with the terms of his/her Agent Agreement with GUARDIAN.

- c) GUARDIAN shall have the authority to establish from time to time, policies, instructions, procedures, rules, and requirements to be followed by the GA in the performance of his/her services thereunder. The GA agrees to conform to and abide by such and agrees further to be governed by any and all relevant governmental regulations.
 - d) Unless otherwise directed by GUARDIAN in writing, GA shall submit all Legal Expense applications and remit all authorized payments to GUARDIAN or its designated appointee. It is agreed that GA shall be responsible to GUARDIAN for all monies received for or on behalf of GUARDIAN and will immediately turn over to GUARDIAN all such monies received. Promissory notes are not acceptable for monies payable to GUARDIAN. All monies received on behalf of GUARDIAN shall not be commingled by the GA with other funds under his/her control.
 - e) The GA shall have no authority to change, omit, add to, or waive any question, statement, or answer on any applications, and shall have no authority to change, omit, add to, waive or discharge any provision of any Member Contract issued by GUARDIAN, waive forfeiture, extend time of payments, quote rates other than those published by GUARDIAN or obligate or bind GUARDIAN in any way not specifically authorized by this Agreement.
 - f) In the performance of his/her duties hereunder, the GA shall not publish, distribute or circulate advertising of any kind regarding GUARDIAN and/or its products without prior written consent of GUARDIAN.
 - g) The GA, without first securing the written consent of GUARDIAN, will not affix liability on GUARDIAN for state, municipal or county licenses or taxes.
 - h) GA agrees to pay all taxes, fees, other incidental costs and the initial license appointment fees. Subsequent renewal appointment fees will be paid by GUARDIAN provided that the minimum requirement on Exhibit "A" is met. If the minimum requirement is not met, GA will then be required to pay the appointment fee to renew license for a two-year period.
 - i) GA agrees to keep complete and accurate records of all transactions which are in any way related to the business of GUARDIAN and to make such records available for examination by an authorized representative of GUARDIAN at any time before, during or following termination of this Agreement.
 - j) All manuals, forms, supplies and any other properties furnished by GUARDIAN and in possession of the GA shall be returned to GUARDIAN upon termination of this Agreement.
5. **COMMISSIONS:** Commissions shall be computed in accordance with the rates and rules governing payment as set forth in the Commission Schedule attached hereto as Schedule B. The obligation of GUARDIAN to pay commissions for group coverage shall continue only so long as the coverage is in force.
6. **LEGAL PROCEEDINGS:** GA shall not institute legal proceedings of any kind or character on behalf of GUARDIAN or any policyholder in connection with any matter pertaining to business covered by this Agreement without first attempting to mediate and/or arbitrate the dispute in accordance with the state's Arbitration Code.
7. **HOLD HARMLESS & INDEMNIFICATION:** GA agrees to promptly notify GUARDIAN in writing of the institution of any legal proceedings against GA in connection with the business covered by this Agreement. Furthermore, GA shall hold GUARDIAN harmless and indemnify GUARDIAN, its successors and assigns, from and against any and all liabilities, claims, costs, demands, expenses, losses, and attorney fees, resulting from or attributable to any act or omission of GA outside the scope of this Agreement. GA agrees to furnish GUARDIAN with an indemnity bond upon the request of GUARDIAN.
8. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:** GA agrees and acknowledges that all information pertaining to GUARDIAN business, programs, facilities, clients or customers or any other aspect of its business, is trade secret and confidential information belonging to GUARDIAN and in which GUARDIAN has a proprietary interest.

GA further agrees and acknowledges that the GUARDIAN commission rates and methods and/or plans used by GUARDIAN to carry on its business also constitutes a trade secret and is confidential information of GUARDIAN and in which GUARDIAN has a proprietary interest.

9. **POLICY AND COMMISSION CHANGES:** Upon written notice to GA, GUARDIAN shall have the right at any time to:
- a) Discontinue or withdraw approval to sell any type of policy in any area.
 - b) Introduce for issuance new types of policies and determine the rates of commission payable thereon.
 - c) Increase or decrease the rate of commissions payable on any policy, provided that such change shall be applicable only to policies issued on or subsequent to the effective date of the change.
10. **TERMS AND TERMINATION:** This Agreement is effective as of the date indicated below and shall continue until terminated as provided in this section. Termination of the Agreement may be effected by the following:
- a) This Agreement may be terminated by either GA or GUARDIAN by giving at least thirty (30) days written notice to the other party; provided however, that termination may be made effective immediately upon written notice and that neither party to this Agreement has failed to comply with the terms and conditions contained herein.
 - b) In the event of death of GA, this Agreement shall be terminated without notice by GUARDIAN as of the date of death of GA. If GA dies while this Agreement is in force, GUARDIAN will pay any commission due, but unpaid, as of the date of death of GA to the court appointed administrator or executor of the estate of GA.
 - c) The date of GA's total and permanent disability.
 - d) The date the license of GA is terminated for cause by the Insurance Department.
 - e) The date GA shall fail to pay over on demand monies belonging to or due GUARDIAN.
 - f) The date GA shall be adjudicated bankrupt or shall make an assignment for the benefit of creditors, or the date a receiver is appointed for the estate of GA.
 - g) The date of the dissolution and/or liquidation of the GA, if GA is a partnership or corporation.
 - h) Upon termination of this Agreement, the status of GA, as GA of record for GUARDIAN, shall immediately terminate.
11. **GENERAL PROVISIONS:**
- a) GUARDIAN shall have full authority to act or not to act on any application submitted by the GA. GA shall have no cause of action against GUARDIAN arising from GUARDIAN's refusal, delay or postponement, for any reason, to issue a Member Contract on any application submitted by the GA.
 - b) GUARDIAN reserves the right to revise the terms of this Agreement, including Commissions, on any one, or all, of the Member Contracts, at any time it deems such revisions advisable. Such revisions shall apply only to Member Contracts sold and issued after the effective date of such revision.
 - c) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of the Contract and all written or oral agreements heretofore existing between the parties are expressly canceled.
 - d) Failure of GUARDIAN to require compliance with any of the provisions of this Agreement in any instance shall not be construed as a waiver of its right to enforce or require strict compliance with the herein-stated provisions.
 - e) This Contract shall not be assigned by GA without the prior written consent of GUARDIAN.
 - f) This Contract shall be read and interpreted in conjunction with the Agent Contract.
12. **MEDIATION OF COMPLAINTS:** Any GA and/or agencies who have a complaint concerning the GUARDIAN plan or a participating provider, should send a written explanation of the complaint to the provider's office and to GUARDIAN. If the provider is unable to resolve the matter to the satisfaction of the member within forty-five (45) days after receipt of the complaint, the member may request the issue be resolved by GUARDIAN member services. Thereafter, if the matter remains unresolved, member shall be entitled to a GUARDIAN mediation panel. This panel is made up of three members; a GUARDIAN plan member, a provider, and a GUARDIAN employee. Participating providers and GUARDIAN plan members agree to be bound by the decision of the panel. The panel will make a decision within sixty (60) days after receipt of response to the complaint against the provider and/or the GUARDIAN plan.

If the group/member remains unsatisfied, then any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American

Arbitration Association, or similar arbitration organization, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. It is further agreed that in the event of judgment against one of the parties, that party shall pay arbitration and/or court costs. Notwithstanding any dispute arising under this Agreement, each party will continue its obligations under this Agreement pending the arbitration decision. This paragraph shall survive the termination of the Agreement.

Any term or part of this Agreement may be modified without effect to any other term or part, if such change is mandated by law, regulatory authority or court/arbitration order. It is understood and agreed by the parties hereto that if any part, term or article of this Agreement is deemed by the Courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions, provisions, or articles shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or articles, held to be invalid.

13. **RESPONSIBILITY OF SIGNING OFFICER OR PARTNER:** If the GA is a corporation or a partnership, the signing officer or partner represents to GUARDIAN that the principal stockholders and/or partners of the GA, with their percentage of interest in the total ownership in the GA are as follows:

Stockholder or Partner	Percent of Interest
_____	_____
_____	_____
_____	_____
_____	_____

Further, it is expressly agreed that each principal stockholder and/or partner of the GA shall agree to become a party to this Agreement and be specifically bound by the provisions and covenants contained herein.

14. **EFFECTIVE DATE:** This Agreement is constructed and governed in accordance with the laws of the State of Florida. This Agreement is entered into and shall become effective on the ____ day of _____, 20____, provided the Agreement has been duly executed by authorized representatives of both GA and GUARDIAN.

Witness

General Agent

Address

City, State, Zip

Telephone

Fax

Witness

Guardian Legal Services, Inc.

Authorized Representative

750 East Prospect Road

Ft. Lauderdale, FL 33334

(954) 565-5656

(800) 894-7740

(954) 565-5653 Fax

SCHEDULE 'A'

It is hereby agreed that a minimum requirement of 25 currently enrolled subscribers must be in effect for license appointment fee to be paid by GUARDIAN.

SCHEDULE 'B'

GA Commission Schedule:

It is hereby agreed that a five (5%) commission override will be paid to GA on all premiums generated by Assigned Agents recruited by GA and collected by GUARDIAN. It is further agreed that the following Commission Schedule will be paid by GUARDIAN directly to all Producing Agents who GA solicits:

Producing Agent Commission Schedule:

	<u>1st Year</u>	<u>2nd Year</u>	<u>Level</u>
Group and Individual Plans	15%	10%	7%
Special Programs	To Be Negotiated		

NOTE: Commissions for any deviations from original premium rates are subject to negotiation.