

Telemarketing Sales Leads™ LLC

2033 W. McDermott Rd., suite 320 # 274
Allen TX, 75013
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SALES AGREEMENT TERMS

THIS SALES AGREEMENT (this "Agreement") is made and entered into an immediate date of **February 2008**, by and between TELEMARKETING SALES LEADS, LLC, a Texas limited liability company ("TSL"), and the ("Buyer").

RECITALS:

- A. TSL is a telemarketing firm providing sales leads ("Leads") to Medicare Certified Insurance Agents.
- B. Buyer is a duly licensed Medicare Certified Insurance Agent.
- C. Buyer desires to purchase Leads from TSL to pursue the sale of Medicare Advantage Plans (herein so called), Medicare Special Needs Plans (herein so called), or Supplement Specialist Medicare Benefits (herein so called) (collectively, the "Plans").

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements hereinbelow set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows.

1. Description of Services. TSL will provide Buyer with sales leads, based upon the criteria provided to TSL by the Buyer. Each Buyer shall pay TSL for each Lead in accordance with the then existing prices for such Leads; the current prices for Leads is attached hereto as Schedule A. Buyer acknowledges that the price of such Leads may increase as determined in the sole discretion of TSL.

Buyer shall communicate with TSL to coordinate the purchase of Leads in accordance with the policies and procedures set forth by TSL, including the completion of the form attached hereto as Schedule B. TSL must receive payment for any purchased Leads prior to the distribution of the same to the Buyer. Payment shall be in a form acceptable to TSL; the existing forms of payment that are acceptable are: check, money order, or cashier's check. All forms of payments must be received no later than Wednesday to start orders for the following week. Personal check payments may delay processing for 5-7 days.

2. No Refund Policy. TSL will not refund any amounts paid for the Leads. In the event a Lead is flawed because the person does not live at the address given or the appointment has not been set, a replacement Lead will be provided to the Buyer, provided, however, that Buyer must provide written notice of the flaw to TSL within twenty four (24) hours of the appointment and TSL must concur that such Lead was flawed. TSL uses a third party verification service to investigate any such flawed Leads. A false claim of a flawed Lead will be deemed an event of default under this Agreement.

Replacement Leads will not be given in the event the subject of the Lead: changes their mind at the time of call ahead or 'at the door'; misses the appointment or are not home at the appointed time; have an existing insurance plan; mistakenly assumed they would be receiving a call from the Medicare or Social Security office; or if the Buyer fails to give notice within the time period specified above.

TSL does not guarantee any number or quality of Leads. All Leads are based on a telephone conversation where the information TSL receives is not verified for accuracy. TSL believes that it has compiled and developed high value information and appointment setting service, however, the Leads are provided on an “as is” basis. Customer agrees and acknowledges that TSL shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control.

3. Term.

a. This Agreement shall be effective from the date hereof and continue until further notice is given. If not earlier terminated as herein provided, this Agreement shall renew for additional one (1) year terms on January 1 of each year following the initial term.

b. Either party may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the other party.

c. This Agreement shall automatically terminate on the date Buyer’s license to act as an insurance agent is revoked or canceled. Further, TSL may terminate this Agreement immediately for cause upon (i) Buyer’s breach or threatened breach of any provisions of this Agreement; or (ii) Buyer’s commission of any act, whether of dishonesty, fraud or otherwise, which is grounds for the loss, suspension or termination of its insurance or securities license.

d. The provisions of Sections 4(b), 4(c), 4(d), 4(e) and 5 shall survive any termination or expiration of the term of this Agreement.

4. Buyer’s Covenants.

a. Buyer covenants and agrees that Buyer and any of its agents or sub-agents (the “Buyer Agents”) utilizing the Leads shall conduct their activities with respect to the marketing and sale of the Plans in a professional manner, in accordance with all applicable laws and regulations.

b. Buyer shall be responsible for its activities and those of any of the Buyer Agents. Buyer shall indemnify, defend and hold TSL harmless from and against any costs, fees and expenses that TSL may incur for any administrative or legal action involving Buyer or any Buyer Agents to which TSL may be made a party or otherwise incur a cost or expense. TSL may, at its discretion, employ its own counsel in defense of such action.

c. Buyer shall treat all information, records and confidences, including but not limited to training, educational, marketing and other materials which TSL provides to Buyer or Buyer Agents (collectively “Confidential Material”), as confidential; and not copy, reproduce, distribute or disclose any such Confidential Material at any time without the prior written consent of TSL, which consent may be withdrawn at any time, or use any Confidential Material in any way adverse to TSL or any of its agents or affiliates. Buyer may disclose Confidential Material as necessary to perform its responsibilities under this Agreement. Upon termination of the Agreement for any reason, Buyer agrees to immediately turn over to TSL all Confidential Material, training materials and all other material, including all computer programs, files and functions, pertaining to the business of TSL or to the marketing or sale of Plans pursuant hereto.

d. Buyer shall indemnify, defend and hold TSL harmless from and against any costs, expenses or levies incurred by, or assessed against, TSL as a result of Buyer’s failure to properly report and pay any taxes on its income.

e. During the term of this Agreement and for a period of thirty-six (36) months following any termination hereof, Buyer shall agree not, directly or indirectly, to solicit or in any manner attempt to influence

TSL's other representatives, independent agents, independent contractors, directors, officers or employees, to leave the service or employment of TSL or any of TSL's affiliates, or terminate any existing contractual relationship with TSL or any of TSL's affiliates. In addition to all other remedies at law or in equity which TSL may have for breaches of the foregoing covenants by Buyer, TSL may offset damages suffered as a result of such breach against amounts otherwise due Buyer hereunder.

f. Buyer shall use reasonable efforts to obtain a fidelity or surety bond and professional liability (errors and omissions) insurance policy for its own protection, with TSL named as an additional insured on any such bond or policy, if permitted by applicable law.

g. TSL shall handle information received in connection with this Agreement in accordance with its privacy policy, attached hereto as Schedule C.

5. Indemnification. Buyer shall indemnify and hold TSL, and its officers, directors, shareholders, agents, and representatives, and their respective affiliates, harmless against any and all claims, demands, actions, suits, proceedings, damages, liabilities, costs or expenses (including reasonable attorneys' fees and costs of court) arising from or relating to: (i) any breach by Buyer of any representation, warranty, covenant or agreement of Buyer contained in this Agreement; or (ii) any act or omission of Buyer in connection with the marketing or sale of the Policies or Medicare Advantage Plans.

6. Miscellaneous.

a. Entire Contract. The parties hereto agree that this Agreement represents the sole and entire agreement between the parties and supersedes any and all other agreements, written or oral, between them.

b. Waiver. No waiver or modification of any term of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

c. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Texas, and any action concerning this Agreement shall be brought in Collin County, Texas.

d. Attorneys' Fees. In any action brought by either party to enforce or seek damages for breach of any provisions of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, reasonable attorneys' fees as the tribunal determining the action may award.

e. Assignment. No party to this Agreement may assign the rights, duties or obligations or responsibilities under this Agreement without the prior written consent of the other party; provided, however, that TSL may assign this Agreement to an affiliate without Buyer's consent.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

g. Severability. If any term, condition or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid and enforceable to the fullest extent of its terms.

h. Notices. The following addresses constitute the addresses for notices to be served under this Agreement. All notices or other communications required or permitted hereunder shall be in writing, and shall

be personally delivered or sent by facsimile, by U.S. mail, certified, return receipt requested, or by recognized overnight delivery service providing proof of delivery:

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i. Relationship of the Parties. Nothing in this Agreement shall constitute or be deemed to constitute a relationship of employer and employee, agency, joint venture or partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other for any purpose whatsoever and neither party shall have the authority or power to bind the other or to contract in the name of or create any liability against the other, in any way or for any purpose.

j. Dispute Settlement. TSL and the Buyer shall endeavor to resolve any disputes arising under this Agreement amicably through negotiations. If the parties are unable to reach an agreement or resolve any disputes within a reasonable time, the parties agree to select a mutually agreeable neutral third party to help them mediate such dispute. If mediation is deemed unsuccessful, the parties agree that the dispute shall be submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Each party shall pay its own attorneys' fees.

Any mediation or arbitration conducted hereunder shall take place in Collin County, Texas.