

## INDEPENDENT CONTRACTOR AGREEMENT - SOLICITING AGENT'S CONTRACT

Gridiron Financial/ Dan Janjigian (hereinafter "General Agent") and \_\_\_\_\_ a self-employed contractor (hereinafter a Contractor), mutually agree to the following contract terms to become effective the date both parties sign this contract:

1. **INDEPENDENT CONTRACTOR STATUS:** Contractor is in an independently established business and desires to contract to generate sales of products that are the portfolio of Gridiron Financial ("Company"). Contractor shall be free to exercise his own judgment as to the persons from whom he will solicit sales of the Company's products and the time, place and manner of solicitation. Both Contractor and Company fully and freely intend to create an independent contractor relationship under this contract. Contractor agrees he/she will not be considered an "employee" of Company for any purpose. Contractor has the right to hire employees of his/her choosing and to contract with others to fulfill Contractor's obligations under this contract.
2. **COMPENSATION:** Contractor will be paid based on the following negotiated contract fees and commissions:
  - A. **Personal Sales Commission:** Contractor will be paid a personal sales commission based upon the Personal Commissions Structure of the Company that is also reflected on Schedule A of the Marketing Agreement executed with Family Heritage. The Personal Sales Commission structure is available upon request.
  - B. **Leadership Overrides:** Contractor will be paid a Leadership override based upon the Leadership Override Hierarchy system that the Company has in place. That document is available upon request.
  - C. **Renewal Commissions:** Contractor will receive commissions on renewal premiums from personal sales and organizational sales. Renewals will be paid based on the above mentioned Personal Sales & Leadership Override systems and match the terms of the Marketing Agreement executed with Family Heritage.
3. **NO EMPLOYMENT BENEFITS:** It is further expressly understood that Contractor will not receive, and has no claim to, any benefits or other compensation currently paid by the Company to its employees or hereafter declared by Company for the benefit of its employees. Contractor's compensation under this contract shall consist, in its entirety, of income Contractor derives from Paragraph 2 of this Agreement unless otherwise agreed to in writing and signed by both parties to this Agreement.
4. **RESPONSIBILITY:** Contractor shall be responsible to General Agent and Company for all business done by or entrusted to his assistants, employees, contractors, agents or persons employed by him. Contractor agrees to indemnify, hold harmless and defend General Agent and the Company from any and all expenses, costs, causes of action and damages resulting from or growing out of acts or transactions by himself or his employees, independent contractors or agents.
5. **TAXES/LICENSES:**
  - A. Contractor will be solely responsible to pay any and all state and/or federal income, social security, and unemployment taxes for Contractor and his/her agents or employees. Contractor and Company agree that Company will treat Contractor as an independent contractor for purposes of all tax laws, state or federal, and file forms consistent with that status.
  - B. Contractor agrees, as an independent contractor, he/she is not eligible for unemployment benefits in the event the contract ends for any reason. Contractor agrees to pay any unemployment taxes due on the earnings of agents and employees of Contractor.
  - C. Contractor shall protect the Company and its agents and employees against any claims, rulings, and/or decisions by any state and/or federal agency or court that Company must pay any tax of any kind because of a ruling that Contractor or Contractor's agents, employees, or subcontractors are Company employees for any reason. Contractor agrees to indemnify and defend the Company and its agents and employees and save them harmless against any such taxes and against costs, loss or damage, including Contractor/s fees and legal expenses, in any way connected therewith.
6. **RECORDS:** Contractor shall hold and preserve all records relating to transactions by or for the Company, and all other property of the Company which at any time shall come into his possession or control and shall surrender them to General/Agent or Company upon demand.
7. **EXPENSES:** Contractor shall pay all expenses incurred by him in the performance of this Agreement.
8. **CONDUCT:** Contractor shall comply with all applicable laws and regulations and shall so conduct himself as not to affect adversely the business, good standing or reputation of himself, General Agent or Company.

9. **COMPLETE AGREEMENT:** This contract, including any addendum hereto, is the complete agreement between Contractor and Company, and supercedes any and all prior contractual agreements for the performance of legal services, whether written or oral, between Contractor and Company, which prior agreements, if any, are hereby terminated.
10. **CHANGES:** This contract shall not be changed, modified, supplemented, or amended except by express written agreement signed by Contractor and Company.
11. **DURATION OF CONTRACT:** Contractor and Company agree that this contract will be in effect for as long as their Marketing Agreement with Family Heritage is in active status.
12. **TERMINATION OF RIGHTS OF CONTRACTOR AND COMPANY:** Unless terminated in a manner prescribed below, the term of this contract shall be for the duration expressed in Paragraph 10 above.
  - A. Either party may terminate this contract for any reason and without cause by providing thirty (30) days written notice to the opposite party.
  - B. Either party may terminate this contract immediately for cause by providing written notice to the opposite party. Cause shall include, but not be limited to, material breach of this contract.
  - C. Company has the right to terminate this contract if the Contractor does not produce a minimum amount of premium each Quarter. Contractor is expected to generate a minimum of \$10,000 net premium personally per Quarter or have an organization that generates \$15,000 net premium per Quarter.
  - D. Death of General Agent.
13. **SETOFF:** General Agent and/or Company may at any time setoff against any commissions or other remuneration due or to become due under this or any prior agreement to Contractor or anyone claiming through or under him, any debt or debts due from Contractor to General Agent or the Company.
14. **JURISDICTION:** This Agreement in all respects will be governed by and interpreted under and in accordance with the laws of the State of Texas. Furthermore, Company shall have the right to legal action to recover any commissions paid to but not earned by Contractor during the term of this agreement or after termination of this agreement in any competent court in the State of Texas. In the event Company must file suit to enforce any right under this agreement, Company shall be entitled to all attorneys' fees and costs associated with such action.
15. **NO WAIVER:** No forbearance or neglect on the part of the General Agent or the Company to enforce any of the provisions of this Agreement shall be construed as a waiver of his or its rights arising from any default or failure of performance by Contractor.

IN WITNESS WHEREOF, Contractor and Company, by and through its duly authorized representative, have caused this instrument to be executed on Month: \_\_\_\_\_ Date: \_\_\_\_\_ Year: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

**COMPANY**

\_\_\_\_\_  
Dan Janjigian, Gridiron Financial

Date: \_\_\_\_\_

By his/her signature above, Contractor understands that this contractual relationship is an independent contractor relationship. Contractor understands that Company does not provide liability, or accident insurance, workers compensation, or contributions toward social security or unemployment compensation benefits. Contractor understands it is his/her sole responsibility to file appropriate income tax forms and pay income and self-employment tax upon all income resulting from the services rendered under this contract.

Agent Name (Please print): \_\_\_\_\_

**I acknowledge and agree to the following:**

If an airline ticket is reserved in my name for travel to sales school and I cancel the reservation or fail to make the flight, I will be responsible for the full amount of the ticket (*minus any refunds the airline might issue*).

Family Heritage will pay in advance for the cost of my flight to Sales School and the cost of the hotel while in Sales School. These costs will be charged to my Family Heritage account. **Family Heritage will credit my account \$50 for each application sold to offset these costs.** (*There is no time limit on this credit. Typically once you've sold 10-15 applications Family Heritage will have assumed the full cost of your Sales School flight and hotel.*)

If I discontinue working with Family Heritage prior to covering these travel costs through the \$50 per application incentive, I am responsible for the shortfall and my credit card will be charged. To remain in active and in good standing with the Gridiron Financial / Family Heritage I understand that I must sell a minimum of \$2,500 in premium per month.

**I agree to the conditions outlined above. I understand that I am fully responsible for my sales school travel expenses. I understand that if I discontinue actively working with Gridiron Financial / Family Heritage prior to covering the sales school expenses outlined above I will be responsible for any shortfall. The balance I owe will be charged to the credit card below at that time.**

Please provide your credit card information:

Type of Credit Card:                       Visa                       MasterCard                       Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_                      CVV Code: \_\_\_\_\_

Credit Card Holders Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
Card Holder Signature

\_\_\_\_\_  
Date