

FIRST AND LAST NAME	AGENCY NAME (IF APPLICABLE)	PRIMARY CARRIER (YOU WILL NOT BE GIVEN SHARED LEADS WITH OTHER AGENTS WHO REPRESENT THE SAME PRIMARY CARRIER)	
BUSINESS PHONE	HOME PHONE	FAX	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS	STATE INSURANCE LICENSE NO. (INCLUDE COPY WITH APP.)	LICENSE STATE(S)	
LOGIN INFORMATION Choose the desired username and password you will use when you log in to view leads through www.ProspectZone.com	USERNAME (MIN. 5 CHARACTERS)	PASSWORD (MIN. 5 CHARACTERS)	

PLEASE SELECT YOUR LEAD PACKAGE Prices subject to change.

1 Live Transfer*

- State \$ 25
- Senior
Guaranteed filter:
All prospects are age 64+
- Under 64

2 GEOGRAPHIC AREA (check all applicable)

- | | | | | | | | | |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <input type="checkbox"/> AK | <input type="checkbox"/> AL | <input type="checkbox"/> AR | <input type="checkbox"/> AZ | <input type="checkbox"/> CA | <input type="checkbox"/> CO | <input type="checkbox"/> CT | <input type="checkbox"/> DC | <input type="checkbox"/> DE |
| <input type="checkbox"/> FL | <input type="checkbox"/> GA | <input type="checkbox"/> HI | <input type="checkbox"/> IA | <input type="checkbox"/> ID | <input type="checkbox"/> IL | <input type="checkbox"/> IN | <input type="checkbox"/> KS | <input type="checkbox"/> KY |
| <input type="checkbox"/> LA | <input type="checkbox"/> MA | <input type="checkbox"/> MD | <input type="checkbox"/> ME | <input type="checkbox"/> MI | <input type="checkbox"/> MN | <input type="checkbox"/> MO | <input type="checkbox"/> MS | <input type="checkbox"/> MT |
| <input type="checkbox"/> NC | <input type="checkbox"/> ND | <input type="checkbox"/> NE | <input type="checkbox"/> NH | <input type="checkbox"/> NJ | <input type="checkbox"/> NM | <input type="checkbox"/> NV | <input type="checkbox"/> NY | <input type="checkbox"/> OH |
| <input type="checkbox"/> OK | <input type="checkbox"/> OR | <input type="checkbox"/> PA | <input type="checkbox"/> RI | <input type="checkbox"/> SC | <input type="checkbox"/> SD | <input type="checkbox"/> TN | <input type="checkbox"/> TX | <input type="checkbox"/> UT |
| <input type="checkbox"/> VA | <input type="checkbox"/> VT | <input type="checkbox"/> WA | <input type="checkbox"/> WI | <input type="checkbox"/> WV | <input type="checkbox"/> WY | | | |

3 PRICING

Cost per lead = _____
 Max leads per day (min 1) X _____
 Total (50% Deposit) = _____

4 CALL TRANSFER HOURS (Check all applicable, must be continuous. All hours are based on Central Standard Time (CST).)

- Morning 8am - 11am Afternoon 11am - 2pm Late Afternoon 2pm - 6pm Other _____

5 CALL TRANSFER DAYS

- M T W Th F Sa Su

*Lead price is contingent upon state pricing and volume. Price begins at \$25 per lead.

CREDIT CARD INFO

Enter your name and address exactly as it appears on your credit statement

YOUR NAME (AS IT APPEARS ON THE CARD)	ADDRESS	CITY	STATE	ZIP CODE
CREDIT / DEBIT CARD NUMBER	VERIFICATION CODE (3/4 DIGITS ON BACK OF CARD)	CARD TYPE	EXPIRATION DATE (MMYY)	
		<input type="checkbox"/> VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MC <input type="checkbox"/> DISC	

I understand that Norvax Inc, will charge this card for the amount indicated above which would serve as a pre-payment for referrals to be sent by Norvax and its affiliate sites. Additionally, Norvax Inc. has permission to charge this card for referrals for which I have contracted to receive from them per the terms stated above until this account is cancelled with my written notice.

I have read and agree to be bound by the terms of the Norvax Agent Agreement that accompanies this application or is currently posted on its web site.

 ACCOUNT REPRESENTATIVE

X

 SIGNATURE

 SIGNATURE DATE

Please complete and fax back to 312-948-2620

Questions? Call 1-877-561-9663 ext. 1



© Copyright 2008 Norvax, Inc. All Rights Reserved.
 NORVAX_LIVE_TRANSFER_LEAD_CONTRACT_2010_11-16.doc

NORVAX, INC. AGENT AGREEMENT

In consideration of the mutual promises and conditions set forth in this Agent Agreement by and between Norvax, Inc., d/b/a ProspectZone ("NORVAX"), and the person whose name is subscribed to the accompanying Agent Application ("Agent") (NORVAX and Agent also referred to herein individually as "party" and collectively as "parties"), the parties hereto agree to the following:

1. NORVAX's Obligations.

NORVAX agrees to provide or perform the following:

- (a) Norvax, either directly or through contracted third-parties, shall connect via telephone Agent to Consumers, who, based on the Consumer's Lead Data, meet the order parameters set forth on the Agent Contract ("Live Transfer Leads").
- (b) Norvax shall seek to transfer the Consumer to the Agent at the Business Phone number set forth on the Agent Contract. To accomplish the call transfer, the Norvax application will connect interested Consumers to the Business Phone number identified. The moment in time when the Norvax Live Transfer application inputs (dials) the last number of the Business Phone number is referred to herein as the "Start Time." Beginning with the Start Time, Agent (through its employees or agents (each, a "Client Agent")) has a specified period of time to answer the transferred call from the Norvax Live Transfer application at the Business Phone Number.
- (c) Agent shall have access to the Lead Data for the Consumers who have been live transferred to Agent via Broker Office.
- (d) At its discretion, Norvax may (but shall have no obligation to) record or cause to be recorded telephone calls made to Consumers up until call completion (Call Completion Time).

2. Agent's Obligations.

Agent agrees to provide or perform the following:

- (a) Not to disclose, sell, transfer, assign or give any Name provided by or through NORVAX to any other person or organization.
- (b) Use Names solely for the purpose of qualifying and sending insurance quotations requested by such Names.
- (c) Comply with any and all federal, state, local and industry laws, rules, regulations or requirements up to and including licenses required to sell the insurance quoted by Agent in the state(s) in which any geographic area is selected by Agent on the Agent Application.
- (d) Provide quotes only from those insurance companies which Agent is authorized and/or licensed to sell insurance.
- (e) To pay for any and all Live Transfer Leads accepted as indicated by the Agent pressing "1" to accept the transfer.
- (f) Agent shall assure that it is properly staffed with Client Agents to receive Live Transfer Leads during the term of this Agreement, and that all such Client Agents are properly trained. Norvax shall have no obligation to Client for any such training. Client understands and acknowledges that its failure to be properly staffed or to provide proper training may result in Live Transfer Leads not being connected to a Client Agent. Agent shall assure a minimum window of three (3) hours during which it will receive Live Transfer Leads on any day its account is active.
- (g) Ordering Period: Customer will provide a binding four (4) week notice of LiveTransfer Lead volume requirements.
- (h) Each Missed Call, defined as Live Transfer Leads transferred by Norvax which are not answered by Agent will result in a \$3.50 fee charged to the agent.

3. Payment Terms and Disputes

The following payment terms shall apply to Agent's account under this Agent Agreement:

- (a) Agent will pay in advance for leads (i.e., Names) by selecting a pre-payment amount ("Deposit") to be charged on Agent's credit card equal to 50% of the maximum number of leads that Agent would like to receive in a month. The setup fee shall also be charged on Agent's credit card.
- (b) Each time a Name is provided to Agent, a charge shall be made to reduce Agent's Deposit in an amount equal to the price of each such Name. When Agent's Deposit falls below 25% of the value of such Deposit, as adjusted, payment will automatically be drawn against Agent's credit card to bring the level of the Deposit to its original value.
- (c) Agent shall be responsible to pay all applicable sales, use, and other taxes and all duties which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on net profits which may be levied against NORVAX.
- (d) If Agent's card is not successfully charged or there is a charge-back, and the amount of the price of the Names to be charged equals or exceeds the original Deposit, Agent's account may be suspended and/or its reserved geographic areas may be forfeited, at NORVAX' sole discretion. Under such circumstances, a loss of priority on NORVAX network may occur. When the Deposit has been successfully reestablished, Agent's account may be reactivated, in NORVAX' sole discretion, subject to any setup fees.
- (e) If Agent or NORVAX terminates this Agent Agreement or NORVAX terminates service to Agent, any balance owing to NORVAX is due and payable within 5 business days from the date of such termination.
- (f) Agent shall reimburse NORVAX for all amounts expended by NORVAX in attempting to collect any amounts due to it by Agent, including attorneys' fees and costs incurred in connection with such collection efforts.
- (g) Agent must notify NORVAX within 10 business days after receiving the Name if Agent has any dispute regarding the receipt of such Name.

Agent may not challenge the accuracy or insurability of a Name unless Agent has contacted NORVAX regarding the accuracy or insurability of a Name as required under Section 2(c) of this Agent Agreement. Unless disputed within such 10-day period, the billing attributable to the Names provided by NORVAX to Agent will be deemed accurate, due and payable by Agent and final.

(h) If the number of leads returned in any given month is greater than 20% of the total leads received in that month, Norvax' system will automatically reject the lead recall request. Agent may challenge that determination through the online lead recall system at <http://www.prospectzone.com/leads/> From the Support tab, Agent shall click on the lead ID of the rejected lead, and select the button that says "I disagree, and will provide more information".

(i) If NORVAX, at its sole discretion, determines that an adjustment is due and owing to Agent, NORVAX, shall credit Agent for the amount of such adjustment by adding such amount to Agent's Deposit.

4. Notice and Agent Contact Information

Any notice to be given under this Agreement shall be in writing, signed by the party giving such notice, and sent by U.S. certified mail, return receipt requested, postage prepaid, and addressed to such party's last known address or via facsimile. The date of such mailing or facsimile transmission shall be deemed the date of notice. Agent consents to NORVAX' use of Agent's contact information, including but not limited to its facsimile and e-mail address(es), to provide written notice hereunder to Agent and to alert Agent to other product and service offerings or other business matters.

5. Termination

Agent may terminate this Agent Agreement upon at least 15 days prior written notice NORVAX. NORVAX reserves the right to terminate this Agent Agreement for any or no reason without prior notice. Upon termination, any credit balance remaining from the Deposit will be used to send the remaining leads purchased by Agent, subject to NORVAX' right to set-off any amounts owed to NORVAX. Sections 2 through 5 and 7 through 14 of this Agent Agreement shall survive termination hereof.

6. Scope of Use

Subject to the terms and conditions of this Agent Agreement, including, without limitation, Agent's payment of all applicable fees, NORVAX hereby grants to Agent a limited, non-exclusive, non-assignable, non-transferable license, solely during the term of this Agent Agreement, to access and use the NORVAX sites located at www.prospectzone.com (the "Site") remotely over the Internet, solely for Agent's internal business purposes in connection with its use of the referral services provided by NORVAX under this Agent Agreement and solely using the user name and password provided to Agent by NORVAX. Any other commercial use or exploitation of the Site or any content, code, information, data or other materials on or through the Site is strictly prohibited. In no event shall Agent use any trademark, trade name, service mark, icon, logo or other indicator of NORVAX without NORVAX' advance, express, written permission in each instance. The license granted herein is granted solely to Agent, and not, by implication or otherwise, to any parent, subsidiary or affiliate of Agent. All rights not expressly granted hereunder are reserved to NORVAX. Agent shall be responsible for any access to or use of the Site by Agent or any person or entity using a password provided by NORVAX to Agent, whether or not such access or use has been authorized by or on behalf of Agent, and whether or not such person or entity is an employee or agent of Agent. Agent represents, warrants and covenants that it shall use the Site only for lawful purposes and in conformance with this Agent Agreement and the Terms and Conditions, and that all information provided by Agent to NORVAX relating to this Agent Agreement, whether via online forms or otherwise, is accurate and complete. NORVAX shall have the right, in its sole discretion, to deactivate, change and/or delete Agent's password(s). NORVAX may upgrade, modify, change or enhance the Site and convert Agent to a new version thereof at any time in its sole discretion.

7. Proprietary Rights

As between Agent and NORVAX, NORVAX owns, solely and exclusively, all rights, title and interest in and to the Site, including, but not limited to, all the content, code, information, data and other materials thereon, the look and feel, design and organization of the Site, and the compilation of the content, code, information, data and other materials on the Site, including but not limited to all copyright, trademark, trade name, service mark, patent, trade secret, moral, database and other intellectual property and proprietary rights inherent therein or appurtenant thereto. In no event shall Agent use any trademark, trade name, service mark, icon, logo or other indicator of NORVAX or any other proprietary rights of NORVAX without NORVAX' advance, express, written permission in each instance.

8. Disclaimer

AGENT ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED HEREUNDER "AS IS" WITH NO WARRANTY WHATSOEVER AND THAT ITS USE OF THE SERVICES IS AT ITS OWN RISK. NEITHER NORVAX NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS MAKE, AND AGENT DOES NOT RECEIVE, ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. NORVAX AND ITS AFFILIATES, LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT. NORVAX IS NOT INVOLVED IN THE ACTUAL TRANSACTIONS BETWEEN AGENTS AND NAMES. AS A RESULT, NORVAX HAS NO CONTROL OVER THE QUALITY, SAFETY OR LEGALITY OF NAMES OR THE TRUTH OR ACCURACY THEREOF. BECAUSE USER AUTHENTICATION ON THE INTERNET IS DIFFICULT, NORVAX CANNOT AND DOES NOT CONFIRM THAT NAMES ARE WHO THEY CLAIM TO BE. BECAUSE NORVAX DOES NOT AND CANNOT BE INVOLVED IN AGENT-TO-NAME OR NAME-TO-AGENT DEALINGS OR CONTROL THE BEHAVIOR OF NAMES, IN THE EVENT AGENT HAS A DISPUTE WITH ONE OR MORE NAMES, AGENT RELEASES NORVAX (AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL, DIRECT AND INDIRECT) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. AGENT IS RESPONSIBLE FOR ITS RELATIONSHIP WITH NAMES AND FOR SEEKING ANY REMEDIES AND REDRESS DIRECTLY FROM SUCH NAME IN THE EVENT OF ANY DISPUTE.

9. Limitation of Liability

IN NO EVENT SHALL NORVAX, ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, LICENSORS, SUPPLIERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST REVENUE, LOST PROFITS OR ANTICIPATED BUSINESS (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS AGENT AGREEMENT, THE SUBJECT MATTER HEREOF OR THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM INFORMATION PROVIDED BY, TO OR THROUGH NORVAX, OR ANY OTHER DAMAGES, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, TORT (INCLUDING NEGLIGENCE), CONTRACT (INCLUDING FUNDAMENTAL BREACH) OR OTHERWISE. THE AGGREGATE LIABILITY OF NORVAX, ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, LICENSORS, SUPPLIERS, AGENTS AND EMPLOYEES, FOR ANY OTHER DAMAGES ARISING FROM OR RELATING TO THIS AGENT AGREEMENT, THE SUBJECT MATTER HEREOF, OR THE SITE OR SERVICES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY SHALL NOT EXCEED THE AMOUNTS RECEIVED BY NORVAX DIRECTLY FROM AGENT PURSUANT TO THIS AGENT AGREEMENT DURING THE CALENDAR MONTH DURING WHICH SUCH CLAIM(S) ACCRUED.

10. Indemnification

Agent agrees to defend, indemnify and hold harmless NORVAX, its parent, subsidiaries, affiliates, licensees, licensors and suppliers, and their shareholders, members, partners, directors, officers, agents and employees (collectively, the "Indemnified Parties"), with respect to any claim, demand, cause of action, debt, liability and expense (including reasonable attorneys' fees, costs and expenses) arising from any dispute with a Name or any breach of this Agent Agreement by Agent, or in connection with Agent's use or misuse of the Site or services hereunder. The Indemnified Parties reserve the right to approve Agent's counsel to defend any such claims, which approval will not be unreasonably withheld, and to approve any settlement thereof. The Indemnified Parties also reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Agent hereunder.

11. Assignment; No Third Party Beneficiary; Waiver

Agent shall not have the right to assign, sublicense or transfer this Agent Agreement or any of its rights or obligations hereunder to any third party and any such attempted assignment, sublicense or transfer is hereby null and void. This Agent Agreement is not intended to be enforceable against NORVAX by any party other than Agent, and is expressly not intended to be enforceable by any third party. No waiver of any breach or condition of this Agent Agreement by either party shall be deemed to be a waiver of any other or subsequent breach or condition.

12. Amendments

Without limitation of Section 13, this Agent Agreement may be amended from time to time by NORVAX providing Agent with thirty (30) days prior written notice. Any use by Agent of the Site or services after the effective date of a notice of amendment(s) to this Agent Agreement posted on the Site or otherwise provided to Agent shall be deemed to constitute agreement by Agent to the amended Agent Agreement.

13. Entire Agreement

This Agent Agreement, including the Terms and Conditions (to which Agent agrees by signing below and which are incorporated herein by reference and deemed a part of this Agent Agreement as if fully set forth herein, including, but not limited to, any amendments to such Terms and Conditions made by NORVAX by

posting such amendments on the Site from time to time) and excluding any brochures, literature and service descriptions attached hereto, located on NORVAX' web site(s) or in any other medium, represents the entire understanding and agreement of NORVAX and Agent. Agent agrees to be legally bound by this Agent Agreement and any amendments to this Agent Agreement made in accordance with its terms and conditions, including but not limited to amendments pursuant to Section 12 and this Section 13 as well as any amendments accepted by a signed writing or any conduct which consists of an intentional affirmative action indicating assent thereto, such as clicking on an "I Accept" button or hypertext link or the sending of an affirmative e-mail response by Agent. The signature on the Agent Application represents and warrants that Agent is duly authorized to bind Agent to this Agent Agreement.

14. Governing Law and Venue

This Agent Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the federal laws of the United States of America applicable therein. Each of the Parties assents to the jurisdiction of the courts of the State of Illinois to hear all actions, suits and proceedings arising in connection with this Agreement.

1344747_v2