

EmerGen New York Independent Business Application (IBA) Supplement

Version: #N001

THE ELECTRONIC APPLICATION PROCESS IN BRIEF

Congratulations on taking the first step to becoming a EmerGen Representative! After you complete the electronic Independent Business Application (IBA) and submit it to EmerGen, you will receive a Solution Number. Your Solution Number is unique to you and helps EmerGen identify you for business processing, commissions, recognition and more.

When you submit your electronic IBA, the EmerGen Licensing Department will review your application to ensure it meets all criteria. The financial services industry is highly regulated and EmerGen takes special care to ensure that we accept qualified individuals to be EmerGen Representatives. Because of this, EmerGen pays careful attention to any disclosures you make about your current employment and background. Please be sure you have answered these questions truthfully and completely.

As is required in the financial services industry, a criminal background check will be conducted as part of our process, so it is essential that your answers are complete.

If you answer "yes" to any Qualification Question, you will be asked to complete a Special Registration Review Form ("SRR Form") so we can learn more about the situation requiring the "yes" response. The SRR Form is available from your recruiter. After your IBA is accepted and you receive a solution number, you will be an independent contractor with EmerGen, not an employee. As an independent contractor, you are free to build your business the way you want to, within legal standards and our compliance Policies.

Your compensation is in the form of a commission. Your compensation will depend on product sales, as well as the sales level you achieve. Payment of compensation is through commission schedules tied to the sale of EmerGen products. More information about compensation is available to Representatives on EmerGen Online (GOL www.EmerGen.biz), our online support system for Representatives.

Becoming licensed is the next step. To offer and sell most EmerGen products and earn commissions, you must obtain a license.

EmerGen has a prelicensing and licensing support system to help you every step of the way. Information on obtaining your licenses is also available on EmerGen Online.

Your success depends on your own hard work, with EmerGen's support system there to help you every step of the way. To enroll for GOL, as soon as you receive a Solution Number, use it to log on to www.EmerGen.BIZ and set your password. For questions about GOL, call the GOL Help Desk at 1-888-653-6204.

IMPORTANT INFORMATION ABOUT BECOMING A EmerGen REPRESENTATIVE

EmerGen is a uniquely positioned opportunity that provides our Representatives with incredible support designed to help you get into business for yourself, but not by yourself. As a member of the EmerGen Sales Force, you will have access to EmerGen's industry-leading support

that's built the largest financial services sales force in North America. This provides you the opportunity to enter the financial services industry with unprecedented backing.

There is a fee associated with becoming a EmerGen Representative. This fee helps defray the cost of providing this incredible support to you. Becoming a EmerGen Representative requires an upfront payment of \$99.

This fee covers the expenses associated with obtaining your life insurance license:

- Applicable life licensing and testing fees
- For details on the Life Licensing Benefit, go to the Licensing & Education tab on GOL and from its drop down menu choose "Getting Licensed." Look for "Entry Methods for Recruits" and select "Life Licensing Benefit." For only \$25 per month you can subscribe to our incredible business building success system, EmerGen Online (GOL). This monthly fee gives you full access to GOL, our portal to our expansive online support. To access EmerGen Online, go to EmerGenonline.com and click on the "Register Now" link.

You can also enter the business by paying a one-time fee of \$99. However, under this entry method, you get access to only limited GOL features on a trial basis for five months. Keep in mind that this is limited service and you will not have access to many of the "full-service" GOL features listed above. Also, while EmerGen covers the expenses associated with obtaining your life insurance license, you cannot qualify for the PrePaid Securities Licensing Benefit under this method.

EmerGen is behind you all the time. With us, you are in business FOR yourself BUT NOT BY yourself. Plug in to EmerGen Online (GOL) and find business resources and training designed to help you be successful.*

- **Licensing tools:** The SuccessNow Licensing System helps you prepare for AND PASS the life licensing exam.
- **Sales tools:** Web-based tools like the Financial Needs Analysis let you create personalized client proposals that can help you change lives!
- **Web-based applications:** Get financial calculators, quoting tools and product apps.
- **Paperless office systems:** Get news, announcements, recognition, business tracking and more.

- **Training:** Get comprehensive training via videos and materials you can download immediately. También está disponible en español.

- **EmerGen Freedom Network:** Plug in to top leadership through this incredible resource. Tune in each Monday for a live show and then learn the business from the best each Wednesday. All this available through GOL Home! Mire el enlace titulado "market specific" que está debajo de "channels" para videos en español.

- **Personalized website:** Have your own website hosted by EmerGen. It can be easily created with the online "set-up wizard."

- **On-demand videos:** Watch on-demand videos to get the information you need when you need it. Video de recursos en español también están disponibles.

EmerGen has found that people who get plugged in right away and take advantage of our unique support have a much greater chance for success and a greater opportunity to build their business.

As an added benefit, you can also position yourself to get most of your securities license paid for as well.

- For detailed information about the Securities Licensing Benefit, go to the Licensing & Education tab on GOL and from its drop down menu choose "Getting Licensed." Look for "Entry Methods for Recruits" and select "Securities Licensing Benefit."

*The sales tools, including the Web-based applications like the EmerGen App, are available only with a subscription for Full-Service GOL.

PAYMENT DISCLOSURES FOR BANK DRAFTS

By choosing to pay fees by Bank Draft, you are authorizing EmerGen Life Insurance Company ("PLIC") to direct a transfer of funds to be made by an automatic ACH debit or bank draft entry, or any other means permitted by law ("payment transfer"), from your account.

Entry Fee – PLIC will make any payment transfer authorized for the IBA entry fee (\$99 + \$25 based on the plan you chose) as soon as the Payment Authorization page is received. Transfer could occur the same day as you complete the IBA or at any time in the following 30 days.

PLIC may make a second attempt to have a payment transfer made from your account. Completion of life licensing or appointment may be suspended if a transfer to PLIC fails. The Applicant listed on the IBA will also be notified of the failure of the transfer. EmerGen may terminate without notice the agent agreements of Applicant when IBA fees are not paid because your financial institution refuses to make a payment transfer or if a payment transfer fails for any reason, including stop payment order or for insufficient funds.

EmerGen OnLine ("GOL") – PLIC will make recurring monthly transfers, if authorized, for the GOL subscription. Each transfer will take place on the first day of the month beginning with the month after a Solution Number is issued to Applicant (which could be the next day after the IBA is uploaded) and continuing for as long as Applicant represents EmerGen.

If any monthly payment transfer fails, you will be notified of the failure of the payment transfer and Applicant will be notified that access to GOL will be immediately terminated. Applicant must contact GOL for the procedures for reconnecting to GOL.

Payment – The entry on your financial institution's account statement showing that a payment transfer has been made will be your notice of our receipt of each fee amount.

A payment will be considered as having been made and received by us only if the payment transfer is actually completed by your financial institution. If your financial institution refuses to make a payment transfer, or if a payment transfer is rejected, dishonored, returned, reversed or readjusted, for any reason, including a stop payment order for insufficient funds, **you will be responsible for any charges incurred.** Neither PLIC nor any other EmerGen Company will be liable for any loss, damage or expense of any kind or nature resulting directly or indirectly from, or in any way connected with, the refusal of your financial institution to complete a payment transfer or the rejection, dishonor, return, refusal or readjustment for any reason of a payment transfer.

Cancellation/Stop Payment – Recurring monthly transfers for GOL fees may be cancelled or stopped at any time by PLIC, Applicant or any authorized Account Holder. Notification to PLIC should be sent to:

GOL_Billing@EmerGenmen.com, or GOL Billing, 201 Liberty Ave, Port Jefferson, NY 11777 and is effective only for the payment transfers directed by PLIC after it has received notification and no fewer than **3 business days** have elapsed from the date of PLIC's receipt of notice. You may,

at your expense, request that your financial institution discontinue making payment transfers for GOL payments from your account. Your financial institution may also terminate its participation at any time without prior notice.

Authorization to draft My Bank Account

(Actual Authorization you signed is given on screen. This copy is for your own use.)

By signing the EmerGen Payment Authorization Form, I authorize EmerGen Life Insurance Company ("PLIC") to debit my Account designated below for the amounts shown beginning **immediately**. The monthly draft for the \$25 GOL fee continues until expressly revoked by notifying PLIC in writing at GOL_Billing@EmerGenmen.com. The notice must be received at least 3 days before the first of the month for which cancellation is to be effective.

Amount (check all that apply): _____ \$99 IBA Fee _____ \$25 Monthly GOL Fee (Option) _____

Bank Name: _____ Transit Number: _____

Account Number: _____

Checking: _____

Savings: _____

Name(s) on Account: _____

Account Owner's signature: _____ Date: _____ / _____ / 20_____

IBA REFUND POLICY

Under certain circumstances a refund is available for the IBA fee you paid (less a processing fee of \$30). Refunds must be requested in writing and sent to: LICENSING – Refunds, EmerGen, 201 Liberty Ave, Port Jefferson, NY 11777, by fax to (631) 564-xxxx, Attention Refund Department, or by email to us_iba_refunds@EmerGenmen.com. The following additional requirements apply:

- (i) the request must be received within 120 days of the date of signing your IBA;
- (ii) if any amounts have been paid on your behalf to a state insurance department, other state agency or testing service, those amounts will be deducted from any amount otherwise refundable;
- (iii) if you have begun a life prelicensing course, you will not be entitled to any portion of your IBA fee; and
- (iv) any compensation you earn, including bonuses, will be deducted from any amount otherwise refundable. Additionally, refunds may be made when, in the sole discretion of EmerGen, a request is timely submitted, in writing, explaining extenuating circumstances that may exist justifying a refund.

About GOL

www.EmerGenonline.com, is EmerGen's Web site for the exclusive use of Representatives. Regular access to GOL is key to success at EmerGen. Representatives who use GOL regularly generally earn more compensation and experience greater success than Representatives who do not use GOL. You can start as soon as you get a Solution Number. Just go to EmerGenonline.com to see the Subscription Agreement and to enroll.

GOL Fee Refunds & Cancellation POLICY

A refund of your first Full-Service monthly GOL fee (\$25) is available to those who sign up for Full-Service GOL at the time of submitting an IBA, if less than 30 days have elapsed from the date your Solution Number was issued. Refunds of the first monthly GOL fee must be requested in writing and emailed or postmarked within the applicable refund period, addressed to:

GOL – Refunds, EmerGen, 201 Liberty Ave, Port Jefferson, NY 11777 or GOL_Billing@EmerGenmen.com. A refund request of the

GOL fee must be made separately from a request for refund of the IBA fee.

A paid subscription to GOL is not required for entry into EmerGen or maintenance of your status as a EmerGen Representative.

To cancel your paid GOL subscription or to change service levels **before your Solution Number has issued**, email GOL_Billing@EmerGenmen.com or call GOL Billing at (888) 737-2255. After you receive your Solution Number, you also can log onto GOL and

navigate to "My Accounts/Service Cancellation," or mail cancellation request to GOL Billing, EmerGen, 201 Liberty Ave, Port Jefferson, NY 11777. Subscription fees paid for GOL access are not refundable, except as specified above.

SIGNATURE

Clicking "I accept" on the TurboApps IBA screens and including my social security number there serves as my electronic signature. My electronic signature on the screen of the TurboApps IBA serves as my agreement to pay the IBA fee indicated on my application and to be bound by the contracts in this IBA Supplement, including (i) the "Basic Agreement," (ii) the "EmerGen Life Agent Agreement," and (iii) the "EmerGen Financial Services Commission Agreement" and (iv) the "EmerGen Client

Services Commission Agreement." My electronic signature on my IBA also certifies my answers as provided in my TurboApps IBA are complete, true and correct and the Social Security number provided is mine.

I understand that EmerGen may send me text messages regarding my EmerGen business.

My electronic signature on my IBA certifies: (i) I am exempt from backup withholding for U.S. income tax purposes and the IRS is not currently subjecting me to backup withholding for failure to properly report all interest or dividend income and (ii) I am exempt from reporting required by the Foreign Account Tax Compliance Act ("FATCA") because I do not possess any foreign assets or accounts that could be subject to U.S. taxation. If I am subject to either backup withholding or FATCA reporting, I understand it is my responsibility to contact the Home Office Field Compensation department at (770) 381-5885 to inform them.

My electronic signature on my IBA also serves as my acceptance of each of the EmerGen Representatives Business Standards and Acknowledgements in this booklet, and it serves as my acknowledgement that I have received this booklet. If I have held an insurance or securities license, my signature also authorizes EmerGen to access and review my information maintained by the FINRA on its CRD system and maintained by insurance regulators on the NIPR system (or any similar database). I understand that, although I have signed an agent agreement, I am not authorized to solicit for any EmerGen Company in any manner until I receive written authorization from it that I have the necessary license, appointment and approval. Furthermore, I understand that I may be required to submit additional documents if I am not a U.S. citizen.

Signature: _____

Date: _____

IBA REFUND POLICY

IBA-TA-NY-37.06.14

EmerGen REPRESENTATIVE BUSINESS STANDARDS and ACKNOWLEDGEMENTS

- Inaccurate or incomplete information given in response to any Qualification Question or in any other section of my IBA (or any licensing application), will constitute a basis for termination at any time of all my EmerGen Company agreements.
- As a member of the EmerGen Financial Services sales force, I am an independent contractor, and not an employee, of EmerGen Financial Services, Inc. (GFS™) or any other EmerGen Company.
- I will always be honest, professional and respectful in my EmerGen business dealings with prospects, clients and recruits. I will always represent the EmerGen business opportunity honestly and fairly to potential recruits. I understand that no one can authorize or require me to make a dishonest statement.
- I will not engage in discrimination on the basis of race, color, religion, sex, national origin, disability, marital status, veteran status or any other characteristic protected by law, and will not engage in any form of harassment.
- I understand that EmerGen offers the chance to earn income and an opportunity for advancement and financial growth, but that my actual advancement and financial growth are based solely on my own efforts and ability. Neither EmerGen nor any EmerGen Representative can guarantee my success, advancement or income.
- I understand that I do not make any money from recruiting and that earnings are based on the sale of products. I may recruit new Representatives into the EmerGen sales force, but I will not be paid for recruiting.
- I understand that no one is required to purchase any products or services to be a member of the EmerGen sales force.
- I understand that the part-time opportunity allows me to go into the sales business on a part-time basis without giving up the security of any full-time job.
- I will not charge a client for an FNA. I will not borrow money from a client, recruit or downline. I will not profit from any recruit or downline.
- I will solicit and sell only financial products and services authorized by EmerGen. I will not solicit, sell, market or promote any investment, note, loan, insurance GOLicy or any other financial product or service not authorized by EmerGen.
- I will not participate in the EmerGen Secure™ Referral Program until I receive my Solution Number and review the EmerGen Secure Referral Guidelines on EmerGen Online. I will adhere to the Guidelines, including obtaining a license where required.
- I will explain clearly to clients that I am acting as a Representative of EmerGen and other authorized companies with which I am appointed.
- I will solicit EmerGen financial products and services only when, and in the states in which, I am properly licensed to do so.
- I will solicit EmerGen financial products and services using only those advertisements and sales / recruiting materials that at the time are available from the EmerGen Company Store, approved for use through EmerGen's Advertising Handbook or otherwise approved in writing by the Marketing Advisory Department and in accordance with the compliance materials on GOL for each product.
- I will not accept cash or a check made out to me from any client. I will always handle client funds properly.

- I will immediately notify EmerGen Compliance Help Desk of any criminal matter or regulatory inquiry or proceeding in which I am involved and any suspicious activity or allegations of misconduct of others. I have disclosed on my IBA any requested criminal conviction, pleas or charges – whether felony or misdemeanor – even if later dismissed, deferred, expunged or pardoned. I will provide accurate answers on, and timely amend, any regulatory licensing form, such as FINRA's Form U4 and my insurance license.
- I understand that all Operating Guidelines, Compliance materials (including the Advertising Handbook and the Information Security Requirements), are available to me on EmerGen Online and through my RVP's office.
- I will immediately notify EmerGen's Ethics Hotline (888) 653-6204 of any allegations of misconduct or suspicious activity.
- I understand the importance of protecting the privacy of client information and will comply with the privacy notice "What Does EmerGen Do With Your Personal Information?"
- I understand that while most of the time I will be dealing with clients and recruits face-to-face, there will be times when I will be making phone calls, as well. I agree to comply with all applicable "Do Not Call" ("DNC") laws whenever I use the telephone for my EmerGen business.
- I understand that EmerGen's DNC rules can be found in the Advertising Handbook under the "Compliance" tab on EmerGen Online (GOL).
- Among other requirements, I understand that all cold calls, including calls to referrals, must be scrubbed against the EmerGen-specific, federal and any applicable state DNC lists.
- I understand that in most states, I will be permitted to place telephone calls to family, friends and personal acquaintances ("FFPA") after checking only the EmerGen-specific DNC list. Specific rules regarding my telephone calls to FFPA can be found in the Advertising Handbook.
- I understand that in the following states, as of July 2008, there is no FFPA exception: AK, CO, CT, FL, IN, KS, KY, ME, NV, NJ, NM, NY, OR, PA, TN, WI and WY. In addition, I understand that there are specific record-keeping requirements relating to calls placed to residents of NJ and TX and that these rules can be found in the Advertising Handbook.
- I agree to comply with all applicable DNC rules and to visit GOL for details or updates on DNC rules in my area. I agree to utilize either the DNC list on GOL or to subscribe to Gryphon Networks to access the DNC list using a touchtone telephone (Gryphon Networks can be reached at 1-866-366-6822).
- The EmerGen Companies have the right, based on my express permission, to use and publish from time to time my image, name, voice and any statement I make, in any manner for any business purpose related to the business of EmerGen, including, but not limited to, in print media, videos, websites, and broadcasts and I expressly give my permission for this. In addition if I submit a photograph, it is understood that I have obtained the photographer's permission.
- If EmerGen has not received payment of the required fee, or the submitted funds or credit card payment does not clear, my agent agreements are automatically terminated without any notice.
- I must obtain my life insurance license within twenty-two (22) months from the date of my IBA and, thereafter, maintain it. If I do not, my agreements with each EmerGen Company may be terminated.

THIS IS A BINDING CONTRACT. READ IT CAREFULLY.

(Continued)

EmerGen Financial Services Basic Agreement

This is a contract between you and EmerGen Financial Services, Inc. ("EmerGen").

Part I.

1. This Basic Agreement covers important matters about your relationship with EmerGen and other EmerGen Companies. "EmerGen Companies" are EmerGen, EmerGen, Inc. and other companies authorized by EmerGen to enter into agreements with, or to offer products or services through, agents in the EmerGen sales force. "EmerGen sales force" is the group of EmerGen agents who are currently parties to a Basic Agreement. Other agreements between you and the EmerGen Companies will authorize you to market specific products and services and will provide for commissions. Some designations within the EmerGen sales force (e.g., "Regional Vice President" and higher) are covered by additional agreements.
2. While this Agreement is in force, you may use certain trademarks (including service marks, slogans, logos, designs or trade names) relating to the EmerGen Companies and the EmerGen sales force, but only in connection with your marketing activities for the EmerGen Companies. EmerGen may change or discontinue these trademarks or your rights to use them at any time. These trademarks, including all associated goodwill, are the property of the EmerGen Companies. You agree to use these trademarks only in the manner approved by the EmerGen Companies.
3. You may recruit new agents for the EmerGen sales force in accordance with any EmerGen Policies on recruiting. A version of this Agreement must be signed by the person you recruit in order for the person to be an agent. The only way to earn money from a EmerGen Company is through the sale of EmerGen Companies' products and services. You earn no money for recruiting. You may not profit from selling recruiting and sales materials, etc. to the EmerGen sales force. You are not required to buy a financial product or service of any EmerGen Company in order to represent any EmerGen Company.
4. Your "commission hierarchy" for a EmerGen Company means the total group of your downline agents on whose sales you may be entitled to receive commissions (including any advances). For purposes of determining commissions as well as lines of reporting, EmerGen will keep records of your downline agents and commission hierarchies. Although no agent has a right to transfer from or to another hierarchy, EmerGen may transfer agents, but only for good reason (e.g., failure to comply with Operating Guidelines).
5. You recognize that the EmerGen Companies invest substantial sums in building and maintaining the EmerGen sales force, and that retaining agents and protecting the EmerGen sales force from unfair competition are important to both EmerGen and agents of the EmerGen sales force. Accordingly, you agree that you will not, directly or indirectly, solicit any EmerGen agent for the purpose of inducing the agent to leave, to engage in any other direct marketing activity, or to reduce his or her activity with any EmerGen Company. This restriction will be effective until two (2) years after termination of this Agreement. Following termination of this Agreement, this provision will be limited to prohibiting your soliciting a EmerGen agent only if he or she meets all three of the following additional criteria: (i) at any time within one (1) year before your termination, either the agent was in your commission hierarchy, or you were in his or her commission hierarchy; (ii) at the time of the solicitation, the agent lives within 50 miles of any of the principal address(es) that you had at any time during the one (1) year period before the termination of this Agreement (as determined in accordance with this Agreement and any written amendment); and (iii) at the time of the solicitation, he or she has been a EmerGen agent for at least six (6) months. Prior to termination of this Agreement, these three criteria are not applicable. You agree that this restriction is a fair and reasonable way to help protect the EmerGen sales force from unfair competition.

Part II.

6. You are an independent contractor (and not an employee or officer of any EmerGen Company, or an owner of any part of the EmerGen sales force or customer base), which means that you may exercise considerable discretion in how you conduct your business. You may not, in the name of any EmerGen Company, enter into any contract or lease, incur any liability or obligation, maintain any bank account or secure credit. You may not deposit into your account any check or money order made payable to "EmerGen Financial Services" or any EmerGen Company. You are responsible for your own expenses, including federal and state self-employment taxes, EmerGen Company administrative fees and other expenses you incur. The EmerGen Companies may periodically change products, services, compensation and marketing programs.
7. You do not need to be active full time within the EmerGen sales force. While you are a EmerGen agent, you agree not to market any financial products or services except for those offered by EmerGen Companies, unless expressly authorized in writing by EmerGen. **If you market any products or services for any non-EmerGen Company, you must expressly advise all customers that you are not then representing any EmerGen Company and make it clear to customers whom you do represent.** While you are a EmerGen agent, you may not engage in any activity that interferes with the business of the EmerGen sales force or the EmerGen Companies.

The indemnification provision under this Agreement includes any harm resulting from your failure to comply with this Section 7.

8. You will: comply with applicable laws, regulations and licensing requirements; comply with your agreements with the EmerGen Companies; conduct your business in an honest, ethical manner; honestly and fairly describe the business opportunity and the products and services of the EmerGen Companies and those of their competitors; act in a manner that will protect and promote the goodwill and reputation of the EmerGen Companies; honestly and accurately assist in the completion of applications for any products or services of each EmerGen Company you are authorized to represent; sign any new form of agent agreement that a EmerGen Company requires be signed by the EmerGen sales force generally or by your particular EmerGen sales force designation; and cooperate with the EmerGen Companies in the conduct of their businesses. You must maintain the necessary licenses required to sell any products or services which any EmerGen Company agreement you sign authorizes you to sell. **You may not try to market any products or services, including securities, unless you are properly licensed to do so.** You agree to know, comply with and be bound by the Operating Guidelines and other EmerGen Policies, which will be provided to you periodically either directly by the EmerGen Companies or indirectly through Regional Vice Presidents to whom you report. "Operating Guidelines" are contract supplements that describe or implement the rights and responsibilities of all EmerGen agents.
9. "Confidential information" is non-public information pertaining to the business of the EmerGen Companies (a) provided to you or other EmerGen agents as EmerGen agents by a EmerGen Company or (b) developed by you or other EmerGen agents while acting as a EmerGen agent and obtained by you as a result of being a EmerGen agent. Confidential information developed by you or other EmerGen agents is considered owned by EmerGen because it results from your or their activities as EmerGen agents for which you and they are being compensated. Confidential information includes, among other things, customer lists, agent information, Policy coverage and expiration data, and investment account information. It does not include, however, information you possess or acquire independent of your activities or status as a EmerGen agent. Confidential information, under the law, may be a trade secret, which is a property right protected by law. The EmerGen Companies protect confidential information because it helps their businesses and your EmerGen business. You agree to treat this information as confidential, and not to use or disclose this information except as necessary to conduct your EmerGen business. This restriction will continue to apply after termination of this Agreement for only two (2) years.

10. This Agreement may be terminated by either party with or without any reason or cause. This Agreement shall also automatically terminate in the event of your death.

11. Upon termination of this Agreement, you must immediately stop using all trademarks, trade names and copyrighted material of the EmerGen Companies and, unless EmerGen otherwise agrees in writing, you must promptly deliver to EmerGen all materials on any media in any form that contain customer or agent information, other confidential information and all inventory that reflects a EmerGen Company name. You should remember that some of the provisions of the agreements you enter into with the EmerGen Companies (for example, the restrictions against recruiting and the confidentiality and indemnification covenants) continue to apply after termination.

12. You agree that you will not at any time directly or indirectly induce any EmerGen agent or former EmerGen agent to violate any of his or her agreements with any EmerGen Company.

13. You will indemnify the EmerGen Companies, their affiliates, officers, directors and employees and any upline agent of yours against any harm you cause them at any time, and against any claim by a third party because of harm you caused to the third party at any time. The indemnified party may assert its rights to indemnification outside of arbitration if made a party to a proceeding by a third-party asserting a claim against the indemnified party.

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GFS-BA-5 (NY) 8.1.11

Basic Agreement (Continued)

14. Your "principal address" is your home address provided by you in completing your Independent Business Application (IBA). You will inform EmerGen in writing of any changes in this address. A written amendment in the form of an agreement or acknowledgment signed by you is required for any change of your principal address.

15. (a) Except as otherwise provided in this Agreement or another written agreement between you and a EmerGen Company, any dispute between you and a EmerGen Company, between you and a EmerGen Company affiliate (or any of their past or present officers, directors or employees) or between you and another EmerGen agent (as long as a EmerGen Company or a EmerGen Company affiliate or any of their personnel is also involved as a party to the dispute) will be settled solely through good faith negotiation (as described in the then current Operating Guideline on Good Faith Negotiation) or, if that fails, binding arbitration. "Dispute" means any type of dispute in any way related to your relationship with a EmerGen Company that under law may be submitted by agreement to binding arbitration, including allegations of breach of contract, personal or business injury or property damage, fraud and violation of federal, state or local statutes, Rules or regulations. A EmerGen Company may exercise rights under this Agreement without first being required to enter into good faith negotiations or initiate arbitration.

(b) The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If you do not want to use AAA, then you may select Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or, if mutually agreed, another arbitration administrator. The arbitration will be held in the metroGOLitan area nearest where the relevant EmerGen Company has its principal place of business, or, if that is inconvenient to you, in another reasonably convenient location. If the parties are unable to reach an agreement as to location, then the arbitration administrator shall decide what is a reasonably convenient location, taking into account any offer the EmerGen Company may make to defray travel or other expenses. If you bring a claim in arbitration, you will be responsible for paying the administrator that part of the filing fees equal to the cost of filing a complaint in a court of general jurisdiction in the county of your residence. Except as provided below in this Section 15, the EmerGen Companies will initially pay any additional filing fees and will also pay all reasonably incurred arbitrator compensation and expenses due to the administrator or the arbitrators in connection with the arbitration, unless you wish to pay any part. You will be responsible for your own attorneys' fees and those expenses that are not due to the administrator or arbitrators to the same extent as you would be responsible if proceeding in a court of law. Should the arbitrators find that either you or the EmerGen Companies has pursued claims, defenses or discovery that are frivolous, lack evidentiary support or are presented for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the expenses of arbitration, the arbitrators may order the offending party to reimburse the other party for some or all of the arbitration fees, compensation and expenses (referred to above) and attorneys' fees. The initial payment of arbitration fees, compensation and expenses by the EmerGen Companies, as provided above, shall not deprive the EmerGen Companies of any statutory right to seek or recover attorneys' fees or expenses of arbitration to which they would otherwise be entitled. As to any claims against either party, the arbitrators may award any damages or other relief that a court of competent jurisdiction could award under the laws applicable to each claim. Each party to the arbitration will select his, her or its arbitrator, and provide the arbitrator's name, address and telephone number to the other party. These arbitrators (who shall be non-neutral) will appoint a third, neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration administrator will select the third arbitrator. Dispositive motions are permitted and will be considered and ruled upon as if submitted under the Federal Rules of Civil Procedure. A transcript of the proceeding will be made, and the arbitrators will state their findings of fact and conclusions of law along with their award. All aspects of the arbitration, including transcripts and documents, will be kept confidential to the maximum extent permitted by law. If any court is asked to review the award, the court will review the entire record of the arbitration proceeding. The rules of evidence that would apply in any civil case in Federal court will apply in the arbitration. The Federal Arbitration Act will govern the interpretation and enforcement of this Section 15, notwithstanding any other provision of this Agreement regarding which state laws apply. If for any reason there is an actual court case on any matter, you and the EmerGen Companies waive the right to a jury trial. Each EmerGen Company and affiliate and their officers, directors or employees and, if named as a party to a dispute with the foregoing, any other EmerGen agent, is intended to be a third party beneficiary of this provision and has the same right to enforce it as do you and EmerGen. Injunctions in aid of arbitration are permitted. In the interest of prompt and inexpensive resolution of disputes, to the extent permitted by law, no dispute subject to arbitration under this section shall be consolidated with any other agent's dispute or prosecuted as a class action, except as agreed by all parties. This provision is subject to any Operating Guidelines on Arbitration.

16. To be effective, any notice that you give to a EmerGen Company needs to be sent by certified mail, return receipt requested, or by overnight or other courier service, addressed to EmerGen Financial Services, Inc., 1 EmerGen Parkway, Duluth, Georgia 30099-0001, Attention: President. Notices sent by a EmerGen Company to you may be sent by regular mail, electronic mail or overnight or other courier service to your home address or your RVP office as shown in the EmerGen records.

17. To protect the EmerGen sales force and the EmerGen Companies, each EmerGen Company (and, if specifically authorized in writing by that EmerGen Company, any of your upline agents) may enforce your compliance with any restrictive covenant, confidentiality provision (including the return of confidential information) or trademark provision in your agreements with that EmerGen Company to the fullest extent permitted by law by injunction or other equitable remedies (without having to arbitrate), and will not be required to post a bond to do so. You agree that you are not excused from complying with any restrictive covenant or confidentiality provision because of any claim you have against a EmerGen Company.

18. This Agreement is intended for the benefit of you and each EmerGen Company (and, if specifically authorized in writing by that EmerGen Company, any of your upline agents). The EmerGen Companies may assign any portion of their rights or obligations to others. If any such assignment is made and notice of the

assignment is given to you or generally to the EmerGen sales force, you will look only to the entity to whom the assignment is made for performance of that part of the Agreement after that assignment. You may not assign or give a security interest in any of your commissions (including advance commissions) before they are received by you, except as provided in this Section 18. You hereby assign to each EmerGen Company all your commissions, including advance commissions, and grant a security interest in them in favor of each EmerGen Company to secure your payment of all your debts and obligations to each EmerGen Company.

19. Any agreement between you and a EmerGen Company must be in writing and signed by an authorized officer of that EmerGen Company. Each agreement may be waived or amended only by a similarly signed writing. Any waiver will apply only in the specific instance and will not constitute a general waiver. Even if a part of this Agreement is held to be void or unenforceable, the remainder of this Agreement will be enforceable and any part may be severed from the remainder, as appropriate.

20. Agent agreements, commission records and all other records retained by any EmerGen Company may be preserved or their relevant provisions may be retained in electronic or image form (and, for purposes of any proceeding, any such form will be admissible in lieu of the original documents).

Part III. 21. This Agreement will be effective when executed by you.

22. This Agreement will be governed by the laws of the State of Nevada, except that, if for any reason its laws are held not to apply, then the laws of the jurisdiction in which your principal address is located shall govern.

23. IBA Refund Policy – Under certain circumstances, a refund is available to you for the IBA fee paid to us (less a processing fee of \$30). Refunds must be requested in writing and sent to: LICENSING – Refunds, EmerGen, 201 Liberty Ave, Port Jefferson, NY 11777, by fax to (631) 564-xxxx, Attention Refund Department, or by email to us_iba_refunds@EmerGenmen.com. The following additional requirements apply: (i) the request must be received within 120 days of the date of signing your IBA; (ii) if any amounts have been paid on your behalf to a state insurance department, other state agency or testing service, those amounts will be deducted from any amount otherwise refundable; (iii) and any compensation you earn, including bonuses, will be deducted from any amount otherwise refundable. Additionally, refunds may be made when, in the sole discretion of EmerGen, a request is timely submitted, in writing, explaining extenuating circumstances that may exist justifying a refund.

EmerGen FINANCIAL SERVICES, Inc.

By: _____

R. Scott Lewis, President

The place you sign this Agreement is on the “**Signature Screen**” of your TurboApps Independent Business Application.

THIS IS A BINDING CONTRACT. READ IT CAREFULLY.

EmerGen Financial Services Agency of New York Commission Agreement

This is a contract between you and EmerGen Financial Services Agency of New York, Inc. (“EFSNY”). EFSNY is authorized by EmerGen Financial Services, Inc. (“EmerGen”) to offer financial products and services (“products”) through the EmerGen sales force. The definitions and Part II of your Basic Agreement with EmerGen are incorporated by reference into this Agreement and, except as modified by this Agreement, shall have the same effect on this Agreement as if they were actually included in this Agreement.

1. You are authorized to sell (where you are properly licensed) specified products that you are authorized from time to time in writing by EFSNY to sell. You will not have the exclusive right to sell these products in any territory.

2. EFSNY will pay, or arrange for the payment of, commissions to you for the sale by you and your commission hierarchy of these products.

You may earn commissions on the sale of these products as specified in the commission schedules issued which are in effect at the time that the application for the sale for which you are due the commission is approved. The procedures for calculation and payment of these commissions will be as provided in Commission Operating Guideline No. 13. If you violate this Agreement, EFSNY will not be obligated to pay you or credit commissions to your account. No commissions are ever payable after termination of this Agreement unless you have achieved the designation of Regional Vice President in the EmerGen sales force; then, although this Agreement may have terminated, you will be entitled to earn any “vested commissions,” as defined in Operating Guideline No. 13, on term life insurance, so long as you continue to comply with the requirements in Operating Guideline No. 13 and the non-replacement covenant and confidentiality covenant in this Agreement.

3. EFSNY, in its discretion, may, as to specified products, also pay, or arrange for the payment of, “advances” to you. Your advance loan balance will constitute a loan to you that must be repaid. The procedures that control the methods for making advances and their repayment will be the same as those procedures outlined in the applicable Operating Guideline referred to above.

4. If your advance loan balance or other debts to EFSNY are not repaid in accordance with the applicable Operating Guideline, then EFSNY, or any agent in the EmerGen sales force whose own account has been charged, directly or indirectly, with your loan balance or other debts, may collect these amounts from you. Neither EFSNY nor the agent charged with your debt will be obligated to proceed through the arbitration process described in the Basic Agreement to collect these amounts. In any proceeding to collect these amounts, (i) your EFSNY commission statement will be conclusively presumed to state these amounts as of the particular date shown on that statement unless you notify EFSNY in writing of any inaccuracy within thirty (30) days after you receive the statement, (ii) you agree not to assert a counterclaim, defense or set-off in that proceeding to the payment by you of these amounts, and (iii) to the extent permitted by law, you authorize EFSNY or the agent who is charged with these amounts, acting as your attorney-in-fact, to confess judgment on your behalf. EFSNY or the agent will be entitled to recover reasonable attorneys’ fees and other expenses incurred in the proceeding.

5. You recognize that it takes a substantial period of time for EFSNY to earn a return on its investment in new insurance and other financial products. This investment includes commissions you may receive. To protect this investment, and to protect EFSNY agents’ stake in their own commissions, it is important for EFSNY to preserve its customer base and avoid unfair competition. Accordingly, during the term of his Agreement and for two (2) years after its termination, you agree that you will not, directly or indirectly, solicit any insurance or other financial product or service purchaser (that is, the customer who personally dealt with you or another EFSNY agent to obtain the insurance or other financial product or service) for the purpose of inducing him or her to reduce, terminate or replace that product or service. Following termination of this Agreement, this provision will be limited to prohibiting your soliciting, directly or

indirectly, such insurance or other financial product or service purchasers only when all of the following additional criteria are met: (i) the solicitation is of a customer with whom you or your downline agents personally dealt on behalf of EFSNY; (ii) the solicitation is of a EFSNY customer whose purchases of insurance or other products resulted in your earning commissions (which should be evident, for example, in commission records provided to you); (iii) the Policies or other products that you are attempting to reduce, terminate or replace are less than seven (7) years old at the time of the solicitation; and (iv) the solicitation is of a customer who lives at the time of the solicitation within fifty (50) miles of the location of any of the principal address(es) that you had during the one (1) year period before termination of this Agreement (as determined in accordance with this Agreement or any written amendment). Prior to termination of this Agreement, these four criteria are not applicable. You agree that this restriction is a fair and reasonable way to help protect EFSNY's customer base against unfair competition.

6. From time to time EFSNY may, because of licensing or other legal requirements, determine, as to certain products, that one of its affiliates be the obligor for payments under this Agreement. In such event, you hereby consent that the affiliate be substituted in place of EFSNY as a party to this Agreement and the affiliate, rather than EFSNY, be subject to all of the rights and obligations under this Agreement.

7. Notwithstanding the basis for termination in Section 10 of your Basic Agreement, this Agreement may be terminated by either party with or without any reason or cause. If your Basic Agreement is terminated for any reason, this Agreement will, without additional notice, automatically terminate.

8. This Agreement will be governed by the laws of the State of New York, except that, if for any reason its laws are held not to apply, then the laws of the jurisdiction in which your principal address is located shall govern.

EmerGen FINANCIAL SERVICES Agency of New York, Inc.

By: _____

R. Scott Lewis, President

The place you sign this Agreement is on the "Signature Screen" of your TurboApps Independent Business Application.

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THIS IS A BINDING CONTRACT. READ IT CAREFULLY.

EmerGen Financial Services Commission Agreement

This is a contract between you and EmerGen Financial Services, Inc. ("EmerGen"). The definitions and Part II of your Basic Agreement with EmerGen are incorporated by reference into this Agreement and, except as modified by this Agreement, shall have the same effect on this Agreement as if they were actually included in this Agreement.

1. You are authorized to sell (where you are properly licensed) specified products and services that you are authorized from time to time in writing by EmerGen to sell. You will not have the exclusive right to sell these products or services ("products") in any territory.
2. EmerGen will pay, or arrange for the payment of, commissions to you for the sale by you and your commission hierarchy of these products. You may earn commissions on the sale of these products as specified in the commission schedules issued by EmerGen which are in effect at the time that the Application for the sale for which you are due the commission is approved. The procedures for calculation and payment of these commissions for variable annuity products will be the same as those procedures outlined in the "GFS Investments Commission System" provided in EmerGen Commission Operating Guideline No. 1, as amended and as supplemented from time to time in other Operating Guidelines. For other products, this or other Operating Guidelines will be specified by EmerGen. If you violate this Agreement, EmerGen will not be obligated to pay you or credit commissions to your account. No commissions are ever payable after termination of this Agreement.
3. EmerGen, in its discretion, may, as to specified products, also pay, or arrange for the payment of, "advances" to you. Your advance loan balance will constitute a loan to you that must be repaid. The procedures that control the methods for making advances and their repayment will be the same for variable annuity products as those procedures outlined in the "GFS Investments Commission System," referred to above. For other products, this or other Operating Guidelines will be specified by EmerGen.
4. If your advance loan balance or other debts to EmerGen for variable annuity products are not repaid in accordance with the GFS Investments Commission System, or, for other products, in accordance with any other commission payment system in an Operating Guidelines specified by EmerGen, then EmerGen, or any agent in the EmerGen sales force whose own account has been charged, directly or indirectly, with your loan balance or other debts, may collect these amounts from you. Neither EmerGen nor the agent charged with your debt will be obligated to proceed through the arbitration process described in the Basic Agreement to collect these amounts. In any proceeding to collect these amounts, (i) your EmerGen commission statement will be conclusively presumed to state these amounts as of the particular date shown on that statement unless you notify EmerGen in writing of any inaccuracy within thirty (30) days after you receive the statement, (ii) you agree not to assert a counterclaim, defense or set-off in that proceeding to the payment by you of these amounts, and (iii) to the extent permitted by law, you authorize EmerGen or the agent who is charged with these amounts, acting as your attorney-in-fact, to confess judgment on your behalf. EmerGen or the agent will be entitled to recover reasonable attorneys' fees and other expenses incurred in the proceeding.
5. From time to time EmerGen may, because of licensing or other legal requirements, determine, as to certain products written in a particular state, that one of its affiliates be the obligor for payments under this Agreement. In such event, you hereby consent that the affiliate be substituted in place of EmerGen as a party to this Agreement and the affiliate, rather than EmerGen, be subject to all of the rights and obligations under this Agreement.
6. Notwithstanding the basis for termination in Section 10 of your Basic Agreement, this Agreement may be terminated by either party with or without any reason or cause. If your Basic Agreement is terminated for any reason, this Agreement will, without additional notice, automatically terminate.
7. This Agreement will be governed by the laws of the State of Nevada, except that, if for any reason its laws are held not to apply, then the laws of the jurisdiction in which your principal address is located shall govern.

EmerGen FINANCIAL SERVICES, INC.

By: _____

R. Scott Lewis, President

The place you sign this Agreement is on the "Signature Screen" of your TurboApps Independent Business Application.

THIS IS A BINDING CONTRACT. READ IT CAREFULLY.

EmerGen Client Services Commission Agreement

This is a contract between you and EmerGen Client Services, Inc. ("Client Services, Inc."). Client Services, Inc. is a company authorized by EmerGen Financial Services, Inc. ("EmerGen") to offer certain products and services through the EmerGen sales force. The definitions and Part II of your Basic Agreement with EmerGen are incorporated by reference into this Agreement and, except as modified by this Agreement, shall have the same effect on this Agreement as if they were actually included in this Agreement.

1. Client Services, Inc. will from time to time authorize you in writing to sell on its behalf certain of its products and services ("products"). You will not have the exclusive right to sell these products in any territory.

2. Client Services, Inc. will pay, or arrange for the payment of, commissions to you for the sale of these products by you and your commission hierarchy. You earn commissions on the sale of those products you are authorized to sell in accordance with commission schedules issued by Client Services, Inc. in effect at the time that the Application is approved for the sale for which you are due the commission.

The procedures for calculation and payment of these commissions will be set forth in an Operating Guideline and in commission schedules and other field communications issued from time to time. If you violate this Agreement, Client Services, Inc. will not be obligated to pay you or credit commissions to your account. No commissions are ever payable after termination of this Agreement.

3. Client Services, Inc. may, in its discretion and as to specified products, also pay, or arrange for the payment of, "advances" to you. Your advance loan balance will constitute a loan to you that must be repaid. The procedures that control the methods for making advances and their repayment will be set forth in the Operating Guideline mentioned above and in other field communications issued from time to time.

4. If your advance loan balance or other debts to Client Services, Inc. are not repaid in accordance with the Operating Guideline, then, Client Services, Inc., or any agent in the EmerGen sales force whose own account has been charged, directly or indirectly, with your loan balance or other debts, may collect these amounts from you. Neither Client Services, Inc. nor the agent charged with your debt will be obligated to proceed through the arbitration process described in the Basic Agreement to collect these amounts. In any proceeding to collect these amounts, (i) your Client Services, Inc. commission statement will be conclusively presumed to state these amounts as of the particular date shown on that statement, unless you notify Client Services, Inc. in writing of any inaccuracy within thirty (30) days after you receive the statement, (ii) you agree not to assert a counterclaim, defense or set-off in that proceeding to the payment by you of these amounts, and (iii) to the extent permitted by law, you authorize Client Services, Inc. or the agent who is charged with these amounts, acting as your attorney-in-fact, to confess judgment on your behalf.

Client Services, Inc. or the agent will be entitled to recover reasonable attorney's fees and other expenses incurred in the proceeding.

5. Notwithstanding the basis for termination in Section 10 of your Basic Agreement, this Agreement may be terminated by either party with or without any reason or cause. If your Basic Agreement is terminated for any reason, this Agreement will, without additional notice, automatically terminate.

6. You recognize that it takes a substantial period of time for Client Services, Inc. to earn a return on its investment in the products it arranges for you to market. The investment includes the commissions you may receive. To protect its investment, and to protect EmerGen agents' stake in their own commissions, it is important for Client Services, Inc. to preserve its customer base and avoid unfair competition.

Accordingly, during the term of this Agreement and for two (2) years after its termination, you agree that you will not, directly or indirectly, solicit any purchaser of Client Services, Inc. products ("customer") for the purpose of inducing him or her to reduce, terminate or replace that product. Following termination of this Agreement, this provision will be limited to prohibiting your soliciting, directly or indirectly, customers only when all three of the following additional criteria are met: (i) the solicitation is of a customer with whom you or your downline agents personally dealt on behalf of Client Services, Inc.; (ii) the solicitation is of a customer whose purchase of a Client Services, Inc. authorized product resulted in your earning commissions (which should be evident, for example, in commission records provided to you); and (iii) the solicitation is of a customer who at the time of the solicitation lives within fifty (50) miles of the location of the principal address(es) that you had during the one (1) year period before termination of this Agreement (as determined in accordance with this Agreement or any written amendment). Prior to termination of this Agreement, these three criteria are not applicable. You agree that this restriction is a fair and reasonable way to help protect Client Services, Inc.'s customer base against unfair competition.

7. This Agreement will be governed by the laws of the State of Delaware, except that, if for any reason its laws are held not to apply, then the laws of the jurisdiction in which your principal address is located shall govern.

EmerGen CLIENT SERVICES, INC.

By: _____

R. Scott Lewis, President

The place you sign this Agreement is on the "Signature Screen" of your TurboApps Independent Business Application.