



Xtreme Sports Incorporated
Draper, UT 84020

Agent Personal Information Sheet

Please complete via DocuSign or print in black ink

Date: _____

Full Name: _____ Business Name: _____

Residence Address: _____ Business Address: _____

City, State: _____ Zip: _____ City, State: _____ Zip: _____

Email: _____ Website: _____

Home Phone: _____ Cell: _____ Fax: _____

Business Phone: _____ SSN: _____ TIN: _____

DOB: _____ Resident Insurance License Number/State: _____

NPN: _____ Non-resident License Number/State: _____

License Designations: _____ Lines of Authority: _____

Do you currently have errors and omissions coverage? yes no Coverage limits: _____

Carrier: _____ Policy Number: _____ Exp Date: _____

XSI Appointment Forms Checklist

___ Completed Agent Personal Information Sheet

___ Signed Licensed Agent Agreement

___ Signed Sales and Marketing Agreement

___ Completed No More Forms Carrier Contracts

___ Copy of ALL State Insurance Licenses in which you wish to sell XSI

___ Completed XSI Business Cards Order Form

*When all forms are complete, please mail, fax, or email to XSI Agent Contracting Department
By mail: P.O. Box 1078, Draper, UT 84020 By fax: 801.501.9314 By email: cknott@rsnational.com*

**Xtreme Sports Incorporated
Draper, UT 84020**

LICENSED AGENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, _____ between

XSI or Xtreme Sports Incorporated ("the Company") and _____ ("the Agent").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Agent as an independent contractor to perform the services set forth herein, and the Agent hereby accepts such engagement.

2. **Duties, Term, and Compensation.** The Agent's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously agreed upon by the Agent and Company and which is attached to this agreement as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Agent and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. **Written Reports.** The Company requests that project plans, progress reports and a final results report be provided by Agent on a monthly basis at minimum. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

4. **Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Agent during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Agent hereby assigns all right, title, and interest in the same to the Company. The Agent has identified on Exhibit B attached hereto a complete list of all Inventions which he has conceived, learned, made or first reduced to practice, either alone or jointly with others, prior to his engagement with the Company and which he desires to exclude from the operation of this Agreement. If no Inventions are listed on this Exhibit B, Agent represents that he has made no such Inventions at the time of signing this Agreement.

5. **Confidentiality.** The Agent acknowledges that during the engagement he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Agent agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Agent or otherwise coming into his possession, shall remain the exclusive property of the Company. The Agent shall not retain any copies of the foregoing without the Company's prior written permission or where required by law. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Agent shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control. The Agent further agrees that he will not disclose his retention as an independent Agent or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his relationship to the Company and of the services hereunder.

6. **Covenant not to compete.** Agent agrees that he will not "directly or indirectly compete" (as defined below) with the Company during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, in any geographic area in which the Company does or has done business. Agent agrees that the phrase "directly or indirectly compete" shall include owning, managing, operating, or controlling, or participating in the ownership, management, operation, or control of, or being connected with or having any interest in, as a stockholder, director, officer, employee, agent, consultant, assistant, advisor, sole proprietor, partner or otherwise, any business which is the same as, or similar to, or competitive with, or is in the process of developing products or technologies that will be competitive with, any business conducted by the Company (or which the Company has plans to conduct) or any of the Company's affiliates; provided, however, that this prohibition shall not apply to any ownership of less than one percent (1%) of the voting stock in companies whose stock is traded on a national securities exchange or in the over-the-counter market.

7. **Non-Solicitation of Customers.** During the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, Agent agrees that he will not solicit or do competitive business with, or attempt to solicit or do competitive business with, any of the Company's customers (as defined below), except on the Company's behalf. Agent also agrees that "customers" of the Company shall include all persons to whom the Company has sold or attempted to sell any product or rendered or attempted to render any service, whether or not for compensation, during the six (6) month period immediately preceding the date on which this Agreement is terminated.

8. Conflicts of Interest; Non-hire Provision. The Agent represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Agent and any third party. Further, the Agent, in rendering his duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this agreement, the Agent shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Agent is expressly free to perform services for other parties while performing services for the Company. For a period of two years following any termination, the Agent shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or Agent of the Company or hire any such employee, consultant, or Agent who has left the Company's employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Agent under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Agent of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Agent expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Agent. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

11. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Agent. In addition, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Agent immediately and without prior written notice to the Agent.

12. Independent Agent. This Agreement shall not render the Agent an employee, partner, agent of, or joint venturer with the Company for any purpose. The Agent is and will remain an independent Agent in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

13. Obligations upon Termination of Employment. Upon termination of this Agreement, the Agent will promptly deliver to the Company all materials, documents, data, equipment, and other physical property of any nature containing or pertaining to any Confidential Information. Additionally, the Agent will not take with him from the Company's premises any such material or equipment or any reproduction thereof, except where mandated by state law in regards to insurance policy records.

14. Insurance. The Agent will carry errors and omissions insurance relative to any service that he performs for the Company.

15. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

16. Choice of Law. The laws of the state of Utah shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

17. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

18. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

19. Assignment. The Agent shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.

20. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Agent:

If to Company:

XSI
PO Box 1078
Draper, UT 84020
801.501.9314

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

22. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

23. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

24. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Xtreme Sports Incorporated

X_____

Zachary D. Lovingier

(Signature of "XSI" Authorized Representative)

Its: _____ Principle

X_____

(Agent's Signature)



Xtreme Sports Incorporated
Account Executive/Agent
Sales and Marketing Agreement

THIS SALES and MARKETING AGREEMENT (the "Agreement") is entered into the as of this _____

Day of _____, _____ by and between, Xtreme Sports Incorporated, a Utah corporation

and _____ (the "Account Exec.") a licensed insurance agent.

XSI and the Account Executive/Agent agree to exchange the following benefits in regard to the contract for the term of the contract or until terminated by either party.

The Account Executive agrees to the following in order to be considered an active Account Executive/Agent of XSI:

- Offer and market the XSI program to all current, new, and potential contacts.
Proactively market the XSI program within designated market.
Make the XSI program easily available to all potential enrollees.
Meet weekly and/or monthly sales goals as determined by XSI.
Maintain brand integrity as determined by XSI and common business practices.
Utilize XSI marketing material exclusively as provided by XSI.
Submit complete and accurate sales and contact/referral reports in a timely and regular fashion to XSI.
Ensure approval of emails and supplemental marketing material, scripts, logos, etc. from XSI or its legal representative before utilizing said material in any form.
Communicate in writing (traditional or electronic) regarding business to business marketing contacts and efforts in advance of any new group being created.
Submit complete and accurate applications, contracts, and paperwork.
Maintain client relationships and participate in client retention activities as prescribed by XSI.
Enter into NO agreements or contracts for and in behalf of XSI or its owners or corporation.
Abide by all XSI company policies and procedures as outlined in the company handbook.
Pay 2/3 of the referral/sponsorship monies to any client with whom they enter into a referral or sponsorship agreement with the approval of and at the full discretion of XSI.

In exchange XSI agrees to the following:

- Provide contracts and agreements with appropriate carriers.
Provide XSI branded marketing material deemed necessary by XSI.
Make available customized XSI marketing materials at true cost.
Assist with customer service and enrollment needs based upon sales records and available staffing.
Assist with group/individual contracts and agreements as deemed necessary by XSI.
Act as intermediary with any and all carriers associated and/or contracted with XSI or vice versa.
Provide event support as deemed appropriate and necessary by XSI. The terms of each event will be considered to be under a separate agreement not covered under this agreement.
Provide written and signed amendments to sales rep in advance of any amendments to this agreement.
Provide an XSI Company Handbook and updates/ changes to policy as needed.
Maintain company websites, social media, and databases as deemed appropriate by XSI.
Pay 1/3 of the referral/sponsorship monies to any client with whom you the Account Executive enter into a referral or sponsorship agreement with the approval of and at the full discretion of XSI.

Account Executive /Agent

XSI (Xtreme Sports Insurance) Xtreme Sports Inc.

X _____

X _____

Print name: _____

Zachary D. Lovingier, President

Title: _____

Date: _____

Date: _____