

## JOINT MARKETING AGREEMENT

This Agreement is entered into by and between ALLIANCE MARKETING GROUP, L.C., a Florida limited liability company with principal offices located in Jacksonville, Florida (“Alliance”), and GARDNER & ASSOCIATES, LLC. (GAI), whose mailing address is 3300 South 14th Suite 335, Abilene, TX 79605, (“Agent”), and Gardner & Associates, Inc., a Texas, LLC, with principal offices located in Abilene, TX (“GAI”). Alliance, Agent and GAI are sometimes referred to as a “Party” and collectively as the “Parties”.

### Preliminary Statements.

- A. Alliance is in the business, among other things, of sales and marketing of life insurance and other financial products (“Products”) offered through various insurance companies (“Insurance Companies”).
- B. In regard to Alliance’s business activities, Alliance engages the services of agents and their marketing groups (“Marketing Group”) for the purpose of generating sales of Products offered by the Insurance Companies.
- C. GAI, an agent of Alliance, has developed a unique marketing program for the sale of Products which is conducted through schools and seminars using content and marketing techniques developed by GAI (the “Gardner Program”).
- D. Alliance, Agent and GAI desire to enter into an agreement with respect to the Agent’s use of the Gardner Program whereby Agent will be allowed to utilize the Gardner Program in the Agent’s activities for the sale of Products.
- E. It is the intent of the Parties as expressed in the terms of this Agreement that any sales of Products by Agent through the Gardner Program will be submitted through Alliance such that Alliance and GAI will receive a portion of the compensation with respect to such Product sales in accordance with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereby acknowledge the sufficiency, the Parties agree to the following:

- 1. The Parties acknowledge the accuracy of the recitals included in the Preliminary Statements and agree that those recitals are hereby included as a part of this Agreement.
- 2.
  - a. Agent hereby acknowledges that Alliance and GAI will make the Gardner Program available to Agent for use in connection with Agent’s marketing activities for the sale of Products.
  - b. Agent agrees that in consideration for Alliance and GAI making the Gardner Program available for Agent’s use hereunder, GAI will be entitled to receive ten percent (10%) of the cases written for the sale of Product (“GAI Commission”) that arises from or is attributed to (directly or indirectly) any school or seminar that utilizes the Gardner Program (“Covered Products”). However, if Agent is part of GAI’s marketing group hierarchy, Agent shall be entitled to receive whatever compensation from the sale of Covered Products as is customary in Agent’s compensation arrangements with GAI. Alliance shall be entitled to receive compensation from the sale of Covered Products in accordance with its customary commission sharing percentage as in effect from time to time.
  - c. With respect to any Covered Products, Agent agrees to submit any applications for the purchase and sale of Covered Products through Alliance such that GAI shall receive the GAI Commission arising from the sale of any Covered Products.

3. In consideration of the GAI and Alliance making the Gardner Program available for use by Agent (sometimes referred to in this section as "Confidential Information", Agent agrees that it will not, without the prior written consent of the Alliance & GAI which consent may be withheld in Alliance sole and absolute discretion, divulge, publish or otherwise disclose or make available to any third party any Confidential Information other than to its affiliates and their respective officers, directors, employees, advisors, representatives, agents and prospective lenders and equity participants (the "Representatives") who are bound to the same nondisclosure and other terms contained in this Agreement and that have actual need to know such Confidential Information. In addition, Confidential Information shall not be used by Agent or its Representatives in any manner without Alliance's prior written consent, which consent may be withheld by Alliance in Alliance's sole and absolute discretion.

a. Confidential Information may be disclosed to Agent orally or in writing, or in other tangible form (including, but not limited to, information incorporated in computer software or held in electronic storage media). Confidential Information may be specifically identified by Alliance or GAI as being confidential or proprietary or may be information that is considered by GAI to be confidential in the ordinary course of business.

b. Upon the Alliance's or GAI's request, Agent agrees to return to Alliance or destroy all Confidential Information obtained from the Alliance or GAI or otherwise in its possession or control.

c. In the event that Agent or its Representatives are requested or required by application of law, regulation or legal process to disclose any of the Confidential Information, Agent will (provided it is permitted by law to do so) provide Alliance with prompt written notice of any such request or requirement so that the Alliance and/or GAI may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a written waiver by the Alliance and GAI, Agent or the Representatives are nonetheless, in the opinion of counsel, required to disclose Confidential Information, Agent or the Representatives may, without liability hereunder, disclose only that portion of the Confidential Information, which such counsel advises is required to be disclosed.

d. Agent acknowledges and agrees that in the event of any breach of this confidentiality and non-use provisions of this Agreement, Alliance and/or GAI would be irreparably and immediately harmed and could not be made whole solely by monetary damages. It is accordingly agreed that Alliance and GAI, in addition to monetary damages and any other remedy to which it may be entitled in law or in equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither Agent nor its Representatives will oppose the granting of such relief. In the event either party commences a legal and/or equitable action with respect to this Agreement, the party that does not prevail in such action shall pay the litigation costs, including reasonable attorneys' fees, of the prevailing party.

4. Agent represents to Alliance that such Party: (a) as the case may be, is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or sui juris and has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement; (b) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) the execution, delivery and performance of this Agreement by such Party does not and will not (i) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Party as currently interpreted and enforced, (ii) with or without the giving of notice or the passage of time or both, result in a breach or constitute a default under any material

agreement to which such Party is a party or by which it is bound, or (iii) require any authorizations, consents, approvals, licenses, exemption or filings with any third party or governmental authority.

5. This Agreement shall continue in full force and effect for such time that Agent is using the Gardner Program (or any portions thereof) in connection with the sale of Products. The confidentiality and non-use provisions set forth in Section 3 of this Agreement shall survive the termination of this Agreement for a period of five (5) years after such termination.

6. Notwithstanding the termination of this Agreement pursuant to Section 5. hereof, Agent shall remain liable to Alliance and/or GAI for amounts that Agent is obligated to pay hereunder as of the date of such termination from the sale of Covered Products during periods prior or after the effective date of such termination.

7. This Agreement shall be effective as of the date of execution on behalf of each of the Parties.

8. This Agreement, together with any schedules and attachments thereto, constitutes the entire agreement between the Parties, superseding all prior oral or written agreements, policies or understandings, on the subject of the sale of Products through the Agent's use of the Gardner Program and, except as otherwise provided herein, may be amended only by a writing signed by all of the Parties hereto.

9. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, United States of America without giving effect to the conflicts of laws principles thereof, and the parties hereby agree to submit any disputes arising under this Agreement to the exclusive jurisdiction of federal or state courts within the City of Jacksonville, State of Florida, and to submit to the personal jurisdiction of such courts for any such disputes. Each Party agrees and acknowledges that it has sufficient minimum contacts with Florida to be subject to jurisdiction of the state and federal courts thereof.

10. If any portion of this Agreement shall be invalid or unenforceable or shall violate any law of the United States or of any state or other jurisdiction in which in which this Agreement is sought to be enforced, then such provisions shall be enforced to the maximum extent permitted by law, and such invalidity or unenforceability shall neither invalidate their effect elsewhere nor affect the validity or enforceability of the other provisions of this Agreement.

11. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission (provided acknowledgment or receipt thereof is delivered to the sender), sent by certified, registered mail or overnight mail. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed by certified, registered mail, five (5) business days after the date of deposit in the United States mail, or, if mailed by overnight mail, one (1) business day after the date of deposit with an overnight mail service. Each such notice shall be sent to the address of the party set forth in this Agreement or such other address as shall have been specified by notice hereunder.

12. None of the Parties may assign this Agreement, whether voluntarily or by operation of law, without the consent of the other Parties.

13. No failure of a Party to insist upon strict compliance with any provision of this Agreement shall constitute waiver thereof for the future, and all provisions herein shall remain in full force and effect.

14. The section and paragraph numbers in this Agreement are for reference only, and will not affect the interpretation of this Agreement.

15. No Party to this Agreement shall be liable to the other Parties in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to force majeure, which for the purpose of this Agreement means any cause beyond the reasonable control of the party in question, including, but not limited to, governmental actions, war, riots, civil commotion, fire, flood, epidemic, labor disputes (including labor disputes involving the workforce or any part thereof of the party in question).

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts collectively shall constitute one and the same Agreement.

17. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

18. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

19. Time is of the essence of this Agreement.

20. This Agreement shall not be construed as and shall not create a joint venture or partnership between the Parties; and neither Party, by entering into this Agreement, is undertaking any liability with respect to the actions or inactions of the other Party.

In witness whereof, the Parties have executed this Agreement on the dates written below.

ALLIANCE MARKETING GROUP, L.C.

By: \_\_\_\_\_  
Its: CEO  
Date: \_\_\_\_\_, 2016

GARDNER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Its: CEO  
Date: \_\_\_\_\_, 2016

AGENT:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016