MPower Street Financial LLC

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NIW

Non-Compete Agreement 2020

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NEW INVESTOR WORLD, INCORPORATED
NIW COMPANIES, INC.
NIW LIFE STRATEGIES

SELLING AND NON-DISCLOSURE AGREEMENT

IDENTIFICATION OF THE PARTIES

This Agreement is made by and between New Investor World, Incorporated and NIW Companies, Inc. Texas corporations (collectively "NIW") with offices at 4975 Preston Park Blvd., Suite 425, Plano, TX 75093 and _____, hereafter referred to as "Licensee."

Under this Agreement, NIW licenses rights to Licensee pertaining to the premium finance programs known as NIW Life Strategies, Multigen, Cashstream, Tri-Zen, Kai-Zen and Enhanced Split Dollar, and variations and successor programs thereof (the "Program").

INTRODUCTION

NIW has relationship and agreements with insurance companies (the "Insurance Companies") to supply insurance products to facilitate the Program. NIW has relationship and agreements with financial institutions (the "Institutions") to lend money for the financing of insurance premiums under the Program.

Within the Program, Licensee may sell only products of the approved Insurance Companies to clients wishing to participate in the Program and may only finance the related insurance premiums supported with the NIW approved illustrations and proposals with the approved Institutions.

NIW has brought services and products of the Insurance Companies and the Institutions together in order to create the Program, which supplies insurance products to clients using money borrowed from the Institutions to pay for the insurance products. The combination of the Program, relationships, contracts, analyses, spread sheets marketing materials and systems of learning developed by NIW are proprietary, and are considered the know-how of NIW ("know-how").

NIW and Licensee desire to enter into this Agreement and work together using NIW's know-how for their mutual benefit, to achieve effective marketing of the Insurance Companies' products, and to make the Program available to suitable clients who desire to participate in the Program.

The Program, its essential parts and strategies, have been created by NIW with considerable time, effort, and expense, using its developed business relationships with Insurance Companies, Institutions and business contacts that are near permanent relationships. Each is in continuous development and improvement. The Program, its parts and strategies, how NIW deals with lenders, used in connection with them include trade secrets, are the exclusive property of NIW, are required to be kept CONFIDENTIAL, and may be used by the Licensee only with express permission given in each instance, and as provided in this Agreement. The names, trademarks and other branding used with the Program are also the exclusive property of NIW and may be used by the Licensee only with express permission given in each instance, and as provided in this Agreement.

GRANT OF RIGHTS

Licensee shall have no rights, powers or authority to use NIW's know-how other than as expressly granted in this Selling Agreement, and no other or greater right, power or authority shall be implied by the grant or denial of rights, powers or authority specifically stated herein.

During the term of this Agreement, NIW hereby grants Licensee rights to:

a. Use NIW know-how to facilitate participation of one or more of Licensee's prospects, clients or agents in the Program;

b. Personally, produce applications, issued by one or more of the Insurance Companies, to be used in the Program; and

c. Collect information from the client or the client's agent for evaluation by NIW and one or more of the Insurance Companies and/or Institutions in order to evaluate the client's viability for the Program.

Licensee expressly agrees to use sales materials, illustrations and other supporting studies and materials supplied by NIW ("NIW materials") only in the promotion of the NIW Program. Licensee shall not use the NIW materials for any other purpose whatsoever, especially in connection with the sale or promotion of other finance or insurance arrangements. Licensee is expressly prohibited from marketing NIW programs as their own program or on behalf of another person. NIW trademarks and brands are to be maintained and shown, without alteration. Co-branding may be permitted with written permission from NIW.

If NIW is unable or unwilling to support a case, then after written notice and disclosure, and by a mutual Agreement, NIW will permit Licensee to pursue the case elsewhere immediately. This applies only to the same case as agreed upon, and does not affect the Agreement in any other way.

LICENSEE OBLIGATIONS AND COVENANTS

Licensee is responsible for all expenses incurred by Licensee in the performance of this Agreement. Licensee specifically does not have the right to incur any expense or obligation whatsoever in the name of NIW or for or on behalf of NIW, without specific written authority from NIW.

Licensee agrees to ensure that Licensee and his or her employees, who are involved in the marketing or any other part of the Premium Finance Program, will be licensed as required by any applicable state or federal law or regulation, contracted by one or more of the Insurance Companies, and trained in accordance with the applicable Insurance Company's and NIW's standards of market conduct. Licensee will restrict disclosure of NIW's confidential information to his or her employees on a need to know basis, and then only such information as is necessary for their use in connection with performing duties for Licensee consistent with the terms of this Agreement. Licensee shall further inform their employees and partners of the confidential nature of these materials. In any case, Licensee shall be responsibility for the performance, and any breach of this Agreement involving his/her employees. Disclosure to and participation by any other agents of Licensee can be permitted only upon written agreement of NIW, and joinder to the terms of this Agreement.

Licensee agrees to conduct his or her activities in a professional manner and in accordance with all applicable laws and regulations in force in the states in which Licensee markets any Insurance Company products.

Licensee hereby agrees that Licensee shall not solicit any type of financing for a client without appropriate licenses and E&O coverage, or represent that Licensee, NIW, or Insurance Companies can obtain financing of any type to facilitate a client's participation in the Program. Licensee agrees to exercise reasonable professional care and diligence to ensure that the policies written through Licensee by an Insurance Company for the Program are maintained current and in force. Licensee understands that it is

his or her responsibility to provide reasonable post sales services to policyholders and beneficiaries of policies.

Licensee hereby agrees to be the recipient of any and all electronic communications from NIW, whether distributed individually or to a group of Licensees.

ADVERTISING

Only materials provided, or approved by NIW, shall be used in marketing the Program. Licensee assumes full responsibility for having advertising materials approved by his or her broker-dealer (if applicable) or any other supervisory authority and will not use NIW materials until such approval is obtained. NIW trademarks and brands are not to be removed from NIW materials

NON-DISCLOSURE

Licensee shall not in any way supply or disclose NIW materials or intellectual property to any agents (except those having signed the NIW Selling Agreement), insurance company, lender, current or prospective competitive premium finance sponsor, or individual client or prospective individual client.

NIW will not disclose any client financial or other information to any individual or other entity other than that information required by lenders or insurance companies to execute their responsibilities relating to the joint premium financing effort.

RELATIONSHIP

This Agreement shall not be construed to create the relationship of employer and employee or partnership between NIW and Licensee. Licensee is and shall be considered an independent contractor.

LIABILITIES AND INDEMNITY

Licensee shall indemnify and hold NIW, its directors, officers, employees, agents and insurers harmless from any allegations, claims, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of (A) any breach of this Agreement by Licensee; (B) any injury that arises as a result of the gross negligence or willful misconduct of Licensee, Licensee's employees, associates or partners; (C) failure of Licensee, Licensee's employees, associates or partners to comply in any material respect with applicable laws or regulations; (D) any breach of a representation or warranty concerning the Program, insurance products, or other aspects of the rights granted Licensee under this Agreement; and/or (E) any injury suffered by Licensee or one of Licensee's clients due to Licensee's application, outside of NIW's guidelines or an Insurance Company's guidelines, of the Program.

NIW hereby agrees to indemnify and hold harmless Licensee from all losses and expenses resulting from any act of negligence or willful misconduct by NIW or any of its employees, officers or agents.

COMMISSIONS, COMPENSATION, AND SPLITS

Licensee will receive his or her commissions and compensation directly from the Insurance Company that provides the insurance product within the Program for Licensee's client. NIW shall receive its commissions and compensation directly from the Insurance Company for any insurance product provided within the Program for Licensee's client. Relative commission percentages between Licensee and NIW will be agreed to on an individual basis. Commission splits will be determined on a case-by-case basis as negotiated between NIW, Licensee, and third parties (if applicable). For traditional premium finance cases, case design, banking, and administrative efforts, the minimum commission splits with NIW is as follows:

COMMISSIONS, COMPENSATION, AND SPLITS OVERVIEW

BUSINESS PLANNING STRATEGIES:
(Required Min for Individual online @ Kaizenplan.com)
(Required Min for Group – Phone NIW at 972-755-1582)

Kai-Zen:	30% Split with NIW
When NIW meets w/ client by phone:	30% Split with NIW
When NIW meets w/ client in person:	50% Split with NIW
Tri-Zen: More than 15 Lives	50% Split with NIW
Enhanced Split Dollar: Less than 15 Lives	30% Split with NIW
Cash Stream:	30% Split with NIW
When NIW meets w/ client by phone:	30% Split with NIW
When NIW meets w/ client in person:	50% Split with NIW

GASB/ FASB pension or post-retirement health care rescue: negotiated case by case

TRADITIONAL LARGE CASE ESTATE PLANNING STRATEGIES:
(Required Min $25K to NIW)

Standard Single Life Strategies Case:	15% Split with NIW
When NIW works w/ client by phone:	30% Split with NIW
When NIW meets w/ client in person:	50% Split with NIW
Multi Life Strategies Case:	30% Split with NIW
Standard MultiGen Case:	20% Split with NIW
When NIW meets w/ client by phone:	30% Split with NIW
When NIW meets w/ client in person:	50% Split with NIW

Should the Licensee require training or sales support beyond that customarily supplied by NIW, Licensee may be required to split a portion of Licensee's commissions and compensation with the third-parties that provide such training or sales support.

TERM AND TERMINATION

Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to such termination date.

RESULTS OF TERMINATION

Upon termination of this Agreement regardless of cause, neither party shall be excused from any obligation or duty that matured prior to such termination.

Upon termination of this Agreement, Licensee shall not make any further use of NIW's know-how, NIW materials, or any of its other intellectual property.

Upon termination of this Agreement, Licensee shall immediately pay to NIW all sums due, if any, and immediately deliver to NIW all books, computer programs, computer files, spread sheets, letters, records, sales materials and supplies, including copies of all such, connected with this Agreement or relating to NIW's business. All such books, computer programs, computer files, letters, records, and sales materials supplied by NIW, including copies of all such, shall be deemed to be NIW's property at all times.

NO BYPASS

Licensee acknowledges and agrees that any financial institution or expert introduced to licensee or licensee's client as a prospective premium finance lender is a valuable asset of NIW. Licensee agrees that it will not bypass or go around NIW and attempt to contact or establish a relationship with any Institution introduced by NIW, for any form or variation of premium finance, that does not include NIW or have NIWs

consent to do so during the course of this Agreement and for a period of 24 months after the termination of this Agreement, unless Licensee has an existing premium finance relationship with said Institution prior to the date of this Agreement, and that relationship is listed on a written document signed by Licensee and NIW.

NON-WAIVER

Forbearance or neglect of NIW to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination against Licensee shall not constitute a waiver of such rights and privileges.

ENTIRE AGREEMENT AND PRIOR AGREEMENTS

Except for any confidentiality agreements or non-disclosure agreements that may have been signed between NIW and Licensee, this Agreement is the sole and entire agreement between the parties concerning NIW's know-how and the Program. It can be amended or changed only in a written document signed by all parties.

GOVERNING LAW AND JURISDICTION

This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Texas.

INVALID PROVISIONS

All of the provisions of this Selling Agreement are distinct and severable. If any provision of this Selling Agreement shall be deemed to be void, invalid or otherwise unenforceable under law or equity in a specific jurisdiction, the same shall not affect the validity, legality or enforceability of any other provision or portion of this Agreement.

NOTICES

All notices, reports, payments, requests, consents, demands and other communications between NIW and Licensee, pertaining to subjects related to this Agreement, shall be in writing.

NIW's Notification Address:	**Licensee's Notification Address:**
4975 Preston Park Blvd. Ste. 425	_____
Plano, TX 75093	_____
Phone: 972-755-1582	_____
Fax: 972-755-1585	_____

LICENSEE INFORMATION

Name of Licensee: _____

Licensee Company Name: _____

Licensee Address: _____
(if different from notification address)

Email Address:_____ **Phone #:** _____

Mobile #: _____ **Fax #:** _____

IMO/FMO/GENERAL AGENCY: _____

IMO Support Person: _____

Who referred you to NIW: _____

LICENSEE SIGNATURE

IN WITNESS WHEREOF, NIW and Licensee have caused this Selling Agreement to be executed by personal signature or the signature of their duly authorized representative.

REPRESENTING LICENSEE:

LICENSEE PRINTED NAME: _____

LICENSEE SIGNATURE: _____

COMPANY NAME:_____

TITLE:_____ **DATE:** _____

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Additional Employees covered and bound by this Agreement:
(Insurance Licensed Employees/Agents must submit individual Agreements)

Staff Name:	Staff Information: Email / Phone	Role/Responsibility:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR NIW USE ONLY

REPRESENTING LINCENSOR: NIW Companies, Inc. & New Investor World, Incorporated

NIW REPRESENTATIVE SIGNATURE: _____

NIW OFFICER TITLE: _____

PRINTED NAME: _____ **DATE:** _____

PREFERRED AGENT RIDER TO

NEW INVESTOR WORLD, INCORPORATED
NIW COMPANIES, INC.

NIW LIFE STRATEGIES
SELLING AND NON-DISCLOSURE AGREEMENT

Agent Licensee Print Name: _____

This Preferred Agent Rider is dated: _____

IDENTIFICATION OF THE PARTIES

This Agreement is made by and between New Investor World, Incorporated and NIW Companies, Inc. Texas corporations (collectively **"NIW"**) with offices at 4975 Preston Park Blvd., Suite 425, Plano, TX 75093 and the Licensee captioned above (**"Licensee")**.

INTRODUCTION

The parties have entered into a NIW Life Strategies Selling and Non-Disclosure Agreement (the **"Selling Agreement"**) under which NIW licenses rights to Licensee pertaining to the premium finance programs known as NIW Life Strategies, Multigen, Cashstream, Tri-Zen, Kai-Zen and Enhanced Split Dollar, and variations and successor programs thereof (the **"Program"**). The terms and provisions of the Selling Agreement are incorporated herein by reference. Each of the parties represents and warrants that they are in substantial compliance with all of the terms and provisions of the Selling Agreement, and Licensee acknowledges that the Benefits of this Preferred Agent Rider (the **"Agreement"**) are subject to its compliance with the requirements of this Agreement.

AVAILABLE BENEFITS

As a result of a substantial investment of time, capital, and intellectual property, NIW has created and continues to develop marketing and sales, enrollment and support enhancements that can be made available to Licensee, including but not limited to a web based interactive platform (collectively, **"Benefits"**), that are subject to change by NIW from time to time in its sole discretion. A summary of the Benefits is provided on **Exhibit A**. NIW is only willing to make the Benefits available to Licensee subject to Licensee's agreement to and continued performance of the terms of this Agreement.

LICENSEE REQUIREMENTS

As a condition to receiving access to available Benefits, Licensee hereby agrees to comply with all of the following requirements:

AGENT REQUIREMENTS

1. Remain in compliance with the terms of the Selling Agreement.
2. Comply and remain in compliance with the terms and conditional use requirements of NIW's IT platform, the Interactive Learning and Information Assistant (**"ILIA"**), any developments and enhancements, as may apply from time to time. For the sake of clarity this especially means keeping the site confidential and not sharing with unauthorized parties.
3. Route all of Licensee's premium financed life insurance sales and financing through NIW.

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4. Any indirect/passive premium finance sales require NIW's prior written approval in each instance.
5. Announce NIW as its exclusive premium finance vendor on its website.
6. Conduct a minimum of 4 specific "Zen" marketing campaigns per calendar year to qualify prospective clients.

NON-DISCLOSURE

Licensee covenants and agrees that is shall not, directly or indirectly, supply or disclose information pertaining to the Benefits, Benefits Materials (defined below), or intellectual property of NIW to any person, without the prior written consent of NIW in each instance. Information pertaining to ILIA may only be shared with other persons who have signed a Preferred Agent/IMO Rider with NIW or related Confidentiality Agreement. NIW maintains records of the persons who have signed a Preferred Agent Rider or related Confidentiality Agreement. Licensee must confirm this fact prior to any proposed disclosure. Only Licensee and other Preferred Agents/IMOs are permitted to show the ILIA web site and its information to clients.

NON-CIRCUMVENTION

Licensee covenants and agrees not to circumvent NIW in any financed life insurance transaction during the term of this Agreement, and for a period of one (1) year after termination. For the avoidance of doubt, this specifically means that, except through NIW, its successors and assigns, the Licensee shall have no right to make or participate in any financed life insurance arrangement, whether directly, or indirectly, through another lender, investor or third party.

LIABILITIES AND INDEMNITY

Licensee shall indemnify and hold NIW, its directors, officers, employees, agents and insurers harmless from any allegations, claims, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of (A) any breach of this Agreement by Licensee; (B) any injury that arises as a result of the gross negligence or willful misconduct of Licensee, Licensee's employees, associates or partners; (C) failure of Licensee, Licensee's employees, associates or partners to comply in any material respect with applicable laws or regulations; (D) any breach of a representation or warranty concerning the Program, insurance products, or other aspects of the rights granted Licensee under this Agreement; and/or (E) any injury suffered by Licensee or one of Licensee's clients due to Licensee's application, outside of NIW's guidelines or an Insurance Company's guidelines, of the Program.

NIW hereby agrees to indemnify and hold harmless Licensee from all losses and expenses resulting from any act of negligence or willful misconduct by NIW or any of its employees, officers or agents. Notwithstanding the foregoing to the contrary, all Benefits and Benefits Materials ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ACCURACY OR PERFORMANCE.

TERM AND TERMINATION

Licensee may terminate this Agreement upon 30 day prior written notice to NIW, after a minimum term of one year. NIW may terminate this Agreement immediately upon notice to Licensee upon Licensee's failure to abide by any of the Requirements set forth in this Agreement. In all other instances, either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days prior to such termination date.

RESULTS OF TERMINATION

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Upon termination of this Agreement regardless of cause, neither party shall be excused from any obligation or duty that matured prior to such termination. Termination shall not affect Licensee's Non-Disclosure and Non-Circumvention obligations under the terms of this Agreement.

Upon termination of this Agreement, Licensee shall not make any further use of the Benefits, including but not limited to ILIA and any information in or used in connection with ILIA, NIW's know-how, or any of its other intellectual property.

Upon termination of this Agreement, Licensee shall immediately deliver to NIW books, records and materials pertaining to the Benefits, including but not limited to ILIA, access devices, keys and passwords, and any information in or used in connection with ILIA (collectively **"Benefits Materials"**). All Benefits Materials, including copies of all such, shall be deemed to be NIW's property at all times.

NON-WAIVER

Forbearance or neglect of NIW to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination against Licensee shall not constitute a waiver of such rights and privileges.

ENTIRE AGREEMENT

This Agreement is the sole and entire agreement between the parties concerning the Preferred Agent arrangement. To enable continued development of the Programs and Benefits, their terms, requirements and conditions are and will remain subject to change by NIW upon notice. Otherwise, this Agreement can be amended or changed only in a written document signed by all parties.

GOVERNING LAW AND JURISDICTION

This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree to enforcement of the terms of Non-Disclosure and Non-Circumvention provisions by equitable remedies, in addition to any other remedies available at law.

NOTICES

All notices, reports, payments, requests, consents, demands and other communications between NIW and Licensee, pertaining to subjects related to this Agreement, shall be in writing.

NIW's Notification Address: same as on the Selling Agreement
Licensee's Notification Address: as provided at the Signature Page

Any party may change its address upon written notice to the other parties to this Agreement.

SIGNATURES

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IN WITNESS WHEREOF, NIW and Licensee have caused this Selling Agreement to be executed by personal signature or the signature of their duly authorized representative.

PREFERRED RIDER Signature Page

Agent Licensee Print Name_____

Agent Signature _____

Title _____ Date _____

Email_____ Phone _____

Representing: _____ (Agent company name)

Address:

_____

_____

Agent Employees:

NAME	EMAIL	NUMBER (if different from business)

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EXHIBIT A
TO PREFERRED AGENT RIDER

Benefits:

The Benefits include the following:

- Phone sales support for Member agents and their clients for no additional split (excluding face to face client meetings). This is for group sizes above 15 and doesn't include individual Kai-Zen cases
- Co-branding of NIW marketing materials
- Early bird (discounted) tickets to NIW University and all other NIW events
- Agents have priority to NIW university events
- Website link between NIW and Kai-Zen website to the Member's website
- 12-month access to exclusive material for the NIW University
- Access to NIW's web-based client engagement and sales assist software ILIA (Interactive Learning and Information Assistant)
- E-enrollment tools offered to help improve closing percentages subject to applicable terms and conditions.
- Access through ILIA to the new quick Contribution Estimator to allow clients to decide their contribution amounts and how the "Zen" option looks when compared to alternatives. (no need for samples)
- Kai/Tri-Zen e-enrollment with carriers who have the capability ready.
- Access to NIW's advanced marketing materials e.g. white paper on "effects of rising interest rates on premium finance programs" and other materials
- Client sales support webinars and question answering
- Access to Advisor (CPA/ Attorney) information webinars
- Preferred case support