

APL COMMISSION ACCOUNTING / BILLING
CONSULTING SERVICE AGREEMENT

This "Agreement" is made by and between the undersigned company ("Client"), AND Agent Production Library, Inc., a Texas corporation ("APL").

1. **Consultation Services.** The Client hereby employs APL to perform the following services in accordance with the terms and conditions set forth in this Agreement: Under the direction of the officers and employees of the Client, the consultants at APL will fulfill the activities of commission payroll accounting as well as matters relating to the management and organization of the sales force of the client and generally any matter arising out of the area of commission payroll accounting.
2. The Client agrees to be responsible for the final approval of commission audits, ledger audits and commission payroll checks. The APL consultants are working under the direction of the officers and employees of the Client. In no event will APL be liable for any money damages, including, by way of example, any lost profits, lost savings, or direct, indirect, special, incidental, or consequential damages.
3. **Terms of Agreement.** This Agreement will begin as of the date the last party signs this Agreement. Either party may cancel this Agreement on thirty (30) days prior written notice to the other party, except in cases of delinquent payments due hereunder, the occurrence of which will cause immediate suspension of services.
4. **Place Where Services Will Be Rendered.** APL will perform most services in accordance with this Agreement at a location of APL's discretion. In addition APL will perform services on the telephone and at such other places as necessary to perform these services in accordance with this Agreement.
5. **Payment to APL.** APL will be paid at the rate specified in the Full Service Price List for work performed in accordance with this Agreement.
6. **Independent Contractor.** Both the Client and APL agree that APL will act as an independent contractor in the performance of its duties under this Agreement.
7. **Confidential Information.** APL agrees that any information received by APL during any furtherance of APL's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by APL in full confidence and will not be revealed to any other persons, firms or organizations.
8. Neither party shall attempt to hire contractors or employees of the other party without their express written consent.
9. This Agreement and any sales hereunder shall be governed by the law of the State of Texas, without regard to conflicts of laws and rules. Venue for all disputes arising from this Agreement shall be in Tarrant County, Texas.

Client:

Company

Contact Name

Address

City, State, ZIP

Signature & Date

APL INC:

Agent Production Library, Inc.
715 E Border St
Arlington, TX 76010

817-276-9100
817-462-5252 Fax

Signature & Date



APL Business Services

Full Service (Effective August 1, 2010)

In addition to licensing the APL software to end users, APL, Inc. also offers full commission accounting service via its Business Service Department. If your agency does not have the necessary data processing staff, you may want to consider our most affordable one-fee, turn-key service. No job is too big or too small:

Fee Structure:

Monthly Maintenance Fees:	\$150.00 agency management web site \$100.00 per company database (1-5 Companies) \$50.00 per company database (6+ Companies) \$0.50 per active/vested agent \$0.05 per inactive agent
Processing Fees:	<p>New Business/Advanced Commissions</p> <p>\$3.00 per policy (manually entered) \$1.50 per policy (imported)</p> <p>Monthly Premium Transactions</p> <p>\$0.50 per transaction (manually entered) \$0.25 per transaction (imported, 1-5,000 Transactions) \$0.125 per transaction (imported, 5,001-10,000 Transactions) \$0.05 per transaction (imported, 10,000+ Transactions)</p> <p>Chargebacks</p> <p>\$0.50 per transactions</p> <p>Commission Checks by First Class Mail</p> <p>\$2.50 per check</p> <p>Year-End Form 1099</p> <p>\$3.00 per form</p>
Other Optional Services:	\$1,250 one-time fee for commission direct deposit programming \$250 one-time per data feed import programming

Summary of Services

The APL staff fulfills all work necessary to complete the following:

1. Weekly new business (advance) commission payroll processing
2. Monthly renewal (earn) commission payroll processing
3. On-line statements for active/vested agents via www.eAgentCenter.com
4. Answer agent commission inquiries via email or fax

Program Customization

All custom programming will be billed at \$60 per hour in addition to the monthly fee

Expenses and Payments

The above price list does not include any incidental expenses
All fees are invoiced, net 15 when services are rendered.
Services will be suspended if invoices are 30 days past-due.

