

This Services Agreement (hereinafter the "Agreement") is made on the date accepted by the SUBSCRIBING AGENT (hereinafter the "Effective Date"), by and between iBoomerang.com, Inc, 6450 Poe Ave., Suite 104, Dayton, Ohio 45414 ("iBoomerang.com, Inc"), an Ohio limited liability company with its principal place of business at 6450 Poe Ave., Suite 104, Dayton, Ohio and the SUBSCRIBING AGENT executing this Agreement (hereinafter "LICENSEE" or "SUBSCRIBING AGENT").

RECITALS

WHEREAS, iBoomerang.com, Inc markets a package of tools collectively referred to as the "Agency-In-A-Box" product that provides strategic marketing tools that efficiently and securely gather, transform, and present marketing materials to prospective customers without the need of the Subscribing Agent to hire an expensive webmaster;

WHEREAS, SUBSCRIBING AGENT operates an agency that provides health, life and supplemental insurance products.

WHEREAS, iBoomerang.com, Inc offers a non-exclusive license to use and sublicense the "Agency-In-A-Box" product to Subscribing Agent for use in association with Subscribing Agent's business.

NOW, THEREFORE, for good and valuable consideration including the mutual agreements, representations, warranties, provisions and covenants contained herein, iBoomerang.com, Inc and SUBSCRIBING AGENT (hereinafter "the parties"), intending to be legally bound, agree as follows:

- 1) DESCRIPTION OF SERVICES. iBoomerang.com, Inc's products and services include the "Agency-In-A-Box" product (the "Product") which includes a branded corporate website, corporate agent back office, e-mail hosting and customer surveys.
- 2) SUBSCRIPTION FEES. iBoomerang.com, Inc shall grant a revocable non-exclusive license to SUBSCRIBING AGENT to use the Product subject to the terms and conditions contained herein. SUBSCRIBING AGENT shall pay a monthly subscription fee of thirty dollars (\$30.00) per month. Subscription fees are due on the Effective Date of the Agreement and on the 1st day of each month thereafter. Monthly fees are non-refundable in the event SUBSCRIBING AGENT terminates this Agreement. Monthly fees may be waived by iBoomerang.com, Inc if SUBSCRIBING AGENT purchases tools directly from IBOOMERANG.COM, INC. Use of iBoomerang.com, Inc's Product requires you to enroll and use the iBoomerang.com, Inc Automatic Payment Service ("APS"). Participation in iBoomerang.com, Inc's APS service means you authorize iBoomerang.com, Inc to automatically debit your bank account each month on your scheduled due date for the full amount of your bill. You must continue to manually pay your bill until enrollment in APS is complete. Once a payment has been submitted, the status of the payment is "pending" until payment confirmation has been received and deemed successful. You understand that if your electronic payment is rejected for any reason, iBoomerang.com, Inc has the right to charge a return item fee (where applicable), charge late fees (where applicable), to cancel the APS service, and/or to bill you in paper format. Participation in the APS service is subject to iBoomerang.com, Inc's approval. You understand that iBoomerang.com, Inc reserves the right, upon written notification, to terminate your participation in this payment option. iBoomerang.com, Inc may terminate this option at any time, as authorized by applicable law. You agree that iBoomerang.com, Inc is not liable for incorrect bill statements or faulty debits to your account, except, however, should an error in the bill statement occur, you must provide written notice to iBoomerang.com, Inc detailing the nature of the error. If iBoomerang.com, Inc determines that an error has been made on your bill statement, iBoomerang.com, Inc shall make adjustments to your account as appropriate. You agree to keep your bank account information correct and current with iBoomerang.com, Inc. iBoomerang.com, Inc reserves the right to update or modify these terms and conditions at any time.
- 3) LICENSEE RIGHTS, OBLIGATIONS AND RESTRICTIONS. During the Term of this Agreement, and upon SUBSCRIBING AGENT's timely payment of all applicable Subscription Fees (and all fees for accounts with iBoomerang.com, Inc. or USA Benefits Group Agency, Ltd.), iBoomerang.com, Inc will grant a revocable non-exclusive license to SUBSCRIBING AGENT, which may be amended online or in writing from time to time by iBoomerang.com, Inc, to access and utilize certain Products as provided for herein, and SUBSCRIBING AGENT may access and use the Product subscribed to hereunder pursuant to and in accordance with the provisions of this Agreement. SUBSCRIBING AGENT shall be liable for all content transferred by SUBSCRIBING AGENT, or any other party in connection with SUBSCRIBING AGENT's access and/or use of the Product, including all visual, written and/or audible communications. iBoomerang.com, Inc shall have an unconditional right of disapproval concerning SUBSCRIBING AGENT's marketing, promotion and sales methods and may immediately and without notice revoke SUBSCRIBING AGENT's license to use its Product upon its disapproval. SUBSCRIBING AGENT hereby agrees not to access and/or use the Product (i) to send unsolicited commercial email, facsimile or any other form of solicitation, in violation of applicable law; (ii) request, collect and/or store sensitive data (such as credit card numbers or social security numbers) from online meeting or webinar attendees, without their prior express consent; (iii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, libelous, slanderous, or otherwise unlawful; (iv) in a manner which violates the intellectual property rights of any party; or (v) in a manner which constitutes or encourages conduct that could be a criminal or civil offense under any applicable law or regulation. Although iBoomerang.com, Inc is not responsible for any such content or communications, iBoomerang.com, Inc reserves the right to take any action it deems necessary or appropriate in its sole discretion, with respect to any such content or communications of which iBoomerang.com, Inc may become aware, at any time and without notice to SUBSCRIBING AGENT. SUBSCRIBING AGENT may not reverse engineer, decompile or otherwise attempt to decipher any code in connection with the Product or any other aspect of iBoomerang.com, Inc's technology. SUBSCRIBING AGENT may not resell, distribute, or otherwise use any of the Product on a timeshare or service bureau basis. SUBSCRIBING

AGENT shall not access and/or use the Product in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the iBoomerang.com, Inc services, Product or any networks or security systems of iBoomerang.com, Inc. No other licenses or rights are granted hereunder except as expressly set forth in this Agreement.

4) TERM AND TERMINATION.

a) Term. This Agreement shall be effective between the parties as of the Effective Date. The initial term shall be for a period of one (1) month. Thereafter, this Agreement shall automatically renew for successive periods of one (1) month each unless terminated pursuant to the terms hereof, or cancelled by the SUBSCRIBING AGENT as follows. If SUBSCRIBING AGENT desires to cancel this Agreement, then SUBSCRIBING AGENT must notify iBoomerang.com, Inc of his or her intent to cancel this Agreement through the iBoomerang.com, Inc website. Cancellations shall become effective on the date iBoomerang.com, Inc issues a Cancellation Confirmation Number for notices received via the iBoomerang.com, Inc website. SUBSCRIBING AGENT must receive a Cancellation Confirmation Number for his or her notice of cancellation via the iBoomerang.com, Inc website to be effective. Accounts not terminated by 11:59 p.m. on the 28th day of the preceding month, shall be charged subscription fees for the previous month.

b) Termination for Failure to Perform. iBoomerang.com, Inc may immediately terminate this Agreement if the SUBSCRIBING AGENT materially breaches this Agreement and fails to cure that breach within seven (7) days after the mailing date of written notice of the breach.

c) Effect of Termination. Except as provided for herein, upon the termination of this Agreement as provided above, the parties shall be released from further obligations hereunder except for accounting and payment of any fees or compensation accrued as of the date of termination of this Agreement, any provisions relative to confidentiality, any restrictive covenant contained herein, and any damage or liability resulting from the breach of any representation and warranty made herein. Within ten (10) days from the termination date, each party shall deliver to the other any and all items designated as confidential information of the other party and all materials containing any proprietary information of the other. Upon termination of this Agreement, SUBSCRIBING AGENT shall immediately discontinue all access to and use of the Services.

5) CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS. In consideration for the granting of all licenses and rights pursuant to this Agreement, and in consideration for iBoomerang.com, Inc acquainting SUBSCRIBING AGENT with its processes, code, methods, technology, trade secrets, customer lists, pricing, strategies, records, supplies, training, books, and materials and sources deemed confidential in nature, and in further consideration of iBoomerang.com, Inc's training provided to SUBSCRIBING AGENT, SUBSCRIBING AGENT agrees that during and after the term of this Agreement, that he or she at no time shall disclose or utilize in any manner, any confidential information of any kind whatsoever, including the terms of this Agreement, save and except in furtherance of iBoomerang.com, Inc's interests and under its direction. SUBSCRIBING AGENT additionally agrees for good and valuable consideration that when this Agreement terminates, that SUBSCRIBING AGENT shall not retain any of the above-described confidential information belonging to iBoomerang.com, Inc or which iBoomerang.com, Inc claims an interest, all of which shall remain the exclusive and confidential property of iBoomerang.com, Inc. In the event that SUBSCRIBING AGENT violates this Agreement, iBoomerang.com, Inc and SUBSCRIBING AGENT hereby agree that iBoomerang.com, Inc will sustain irreparable harm, that iBoomerang.com, Inc will not have an adequate remedy at law, and that iBoomerang.com, Inc shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief to prevent any continuation of any violation of this Agreement. This Agreement is designed to protect iBoomerang.com, Inc and is intended to guard against unfair competition or the loss of business, good will, or revenue of iBoomerang.com, Inc in the event of a breach.

6) OWNERSHIP. iBoomerang.com, Inc retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the web page templates and other materials provided in association with the this Agreement. There are no implied licenses under this Agreement, and iBoomerang.com, Inc reserves any rights not expressly granted hereunder. IBOOMERANG.COM, INC. retains all rights, title and interest in the coding of its products and services. SUBSCRIBER may not reverse assemble, reverse engineer or decompile such code.

7) DISCLAIMER OF WARRANTIES. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED BY iBoomerang.com, Inc ON AN "AS IS" BASIS, AND LICENSEE'S ACCESS TO AND/OR USE OF THE SERVICES IS AT ITS SOLE RISK. iBoomerang.com, Inc EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. iBoomerang.com, Inc MAKES NO WARRANTY THAT ANY OF THE SERVICES WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES iBoomerang.com, Inc MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECTS WILL BE CORRECTED. LICENSEE UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING PLUG-INS) THROUGH THE USE OF ANY OF THE SERVICES IS DONE AT THE SOLE RISK OF LICENSEE AND THAT LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM iBoomerang.com, Inc OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME

OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE.

8) LIMITATION ON LIABILITY. IN NO EVENT SHALL iBoomerang.com, Inc BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER DAMAGES RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, COSTS OF RECOVERY OR ANY OTHER DAMAGES), HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT iBoomerang.com, Inc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iBoomerang.com, Inc's LIABILITY HEREUNDER IS LIMITED TO \$100.00.

9) INDEMNIFICATION. SUBSCRIBING AGENT hereby agrees, at its sole expense, to indemnify, defend and hold iBoomerang.com, Inc harmless from and against any loss, cost, damages, liability, attorney fees or expense arising out of or relating to: (i) a third-party claim, suit, proceeding, action or allegation of any kind whatsoever based on any action or inaction, information, data, files or other content submitted by SUBSCRIBING AGENT or otherwise related to SUBSCRIBING AGENT'S access to and/or use of the Product; or, (ii) any fraud or manipulation, or other breach of this Agreement by SUBSCRIBING AGENT.

10) GENERAL.

a) Compliance with Laws. At its own expense, SUBSCRIBING AGENT shall comply with all applicable laws.

b) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Ohio, County of Montgomery, without giving effect to conflict of laws principles. Both parties submit to the jurisdiction of the courts of Montgomery County, Ohio.

c) Legal Fees and Costs. In any legal action between the parties relating to the subject matter hereof, iBoomerang.com, Inc shall be entitled to an award of all costs and reasonable attorney fees related to such action.

d) Publicity. Neither party shall issue any press release nor similar publicity statement regarding this Agreement without the prior approval of both parties (not to be unreasonably withheld) or as required by law.

e) Independent Contractors. The parties agree that their relationship shall be that of independent contractors and nothing in this Agreement or the relationship between the parties shall be construed as making them joint venturers, partners, employer/employees, franchiser/franchisee, master/servant, or any legal relationship other than independent contracting parties. Each party shall be responsible for their own income taxes and any withholding thereof. Neither party shall have the authority, express or implied, to act on behalf of the other or to bind the other to any contract, obligation, debt, responsibility or obligation of any nature or kind.

f) Assignment. SUBSCRIBING AGENT shall not assign the benefits or obligations under this Agreement and any attempt to do so shall be void and of no legal effect (except to an affiliated company, or to a successor in interest in the event of a merger, sale of assets of the business to which this Agreement is related, or consolidation). Each of the parties recognizes and agrees that the other party is relying upon the identity of the other party and the owner and principals of the other party in entering into this Agreement. SUBSCRIBING AGENT shall not be permitted to subcontract any obligations contained herein to another party without the advanced written consent of iBoomerang.com, Inc.

g) Severability; Headings. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

h) Force Majeure. Neither party shall be liable for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, power outages, natural disaster, governmental regulations, communication or utility failures, or casualties. However, if a force majeure detrimentally affects a party's performance of a material covenant hereunder for 14 days or more, the other party can terminate this Agreement. Each party acknowledges that website operations may be affected by numerous factors outside of a party's control.

i) Notice. Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, 1 day after deposit with an overnight courier, 5 days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing.

j) Entire Agreement; Waiver. This Agreement, and its Exhibits, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. Only a writing signed by both parties may change this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.