

To: NDHS, LLC

Fax: 609-476-3247

From:

Date:

Re: Contracting Paperwork

Pages:

Marketer Representative Forms & Checklist

This fax contains the following items:

_____ Contracting Information Sheet (CIS)

_____ Marketing Agent Agreement

_____ Exhibit - A

_____ Exhibit - B

_____ Assignment Form

_____ W-9 Form

_____ Copy of License (required) and Non-Resident License (if applicable)

Marketer Representative Name: _____

(Please Print Name)



NDHS, LLC

Contracting Information Sheet (CIS) Form

New Rep: _____ Rehire Rep: _____ Date Contracted: ____/____/____ PME # _____

Change in Status: (Circle One) (1) Hierarchy (2) Commissions (3) Name (4) Address (5) Other _____

Please Print Clearly (Fill in all applicable levels and fields)

Marketer Representative Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Fax: _____

Cellular Phone: _____ *E-Mail: _____
(*In order for you to receive on-line commission statements we must have your e-mail address.)

DOB: ____/____/____ GENDER: _____ SSN# or FIN# or TIN# _____

Hierarchy Status

NDHS Recruiter: Professional Group Plans PME#: 004N03167
(Please Print Name)



Commission: Assignment Of Commission

NDHS Approval Signature: _____ Date: ____/____/____

NDHS Printed Name: Lee Stokes PME #: 004N00629

MARKETING AGENT AGREEMENT
For HealthFlex Limited Benefit Plans Offered Through NDHS (“NDHS”)

This Marketing Agent agreement (“Agreement”) is entered into this ____ day of _____, 2006 (“Effective Date”) by and between National Discount Healthcare Solutions, LLC (“NDHS”), having a place of business at 37 Cannon Range Road, Suite 200, Milmay, NJ 08340 and _____ having a place of business at _____ (“Marketing Agent”).

RECITALS

NDHS is in the business of creating, marketing and administering discounted fee-for-service network plans including, but not limited to, dental, vision, pharmacy, medical and hearing (the “NETWORK PLANS”), under which NDHS arranges for the availability of services for its Marketing Agents and/or members at specified rates;

“NDHS” desires to engage MARKETING AGENT to solicit Subscribers to enroll in the Network Plans and to provide Marketing Agent with administrative support therefore;

MARKETING AGENT desires to be appointed by NDHS as a representative to solicit Subscribers to enroll in the Network Plans available through NDHS;

The parties hereto have agreed upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of covenants herein, the parties agree as follows:

DEFINITIONS

“Member” means a Subscriber and each authorized family member enrolled in a Network by a Subscriber and included in the fee paid by the Subscriber.

“Network Plans” means the Third Party Networks of Providers who have agreed to provide services to Members at discounted rates as may be available to NDHS and made available to MARKETING AGENT.

“Program” means a Network Plan, or a combination of Network Plans, made available by NDHS through NDHS to MARKETING AGENT for sale under this Agreement.

“Provider” means a participant in a Network who has agreed to provide Services to Members of the Network at discounted rates.

“Subscriber” means an individual (a) whom Marketer has identified, pursuant to its marketing efforts under this Agreement, as a prospective enrollee in a Program, and (b) who has enrolled in a Program and agreed to pay the Membership Fee.

ARTICLE 1. APPOINTMENT, TERM AND TERMINATION

- 1.1 NDHS hereby appoints MARKETING AGENT and MARKETING AGENT hereby accepts the appointment as a Marketing Agent of NDHS, to solicit Subscribers who will purchase such Network Plans being substantially similar to those listed in Exhibit “A” attached hereto and incorporated herein by reference.
- 1.2 MARKETING AGENT acknowledges and agrees that some Network Plans are not available and cannot be marketed in any excluded states. The excluded states may change from time to time as state regulations dictate.
- 1.3 This Agreement shall be in full force and effect for a period of one (1) year from and after the date first written above, and shall thereafter automatically renew for additional periods of one (1) year each, unless earlier terminated in accordance with the provisions herein.
- 1.4 This Agreement may be terminated by either party without cause upon service of thirty (30) days advance written notice to the other party, in the manner required for notice herein, however NDHS shall continue to pay to MARKETING AGENT compensation due from programs as long as MARKETING AGENT does not violate the conditions established in ARTICLE 1.5.
- 1.5 This Agreement may be terminated by NDHS for cause, to take effect immediately upon notice to MARKETING AGENT. For purposes of this Agreement “cause” shall include, but not be limited to:
 - (a) Any breach of duties and responsibilities of MARKETING AGENT under this Agreement.
 - (b) Theft or embezzlement by MARKETING AGENT of property belonging to NDHS;
 - (c) The failure of MARKETING AGENT to follow NDHS’S rules and procedures for marketing Network Plans.
 - (d) Either party may terminate this Agreement upon the giving of written notice to the other party without notice or a right to cure, in the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor’s moratorium.

ARTICLE 2. DUTIES, RESPONSIBILITIES AND SCOPE OF AUTHORITY

- 2.1 MARKETING AGENT understands there is not a minimum production amount but shall use his/her best efforts to solicit Subscribers to enroll in the Network Plans.
- 2.2 MARKETING AGENT shall have no authority to alter any of the provisions of NDHS’S Network Plans, and shall have no authority to bind NDHS to any contractual obligations or agreements, or to incur any debts or liabilities in the name of NDHS, without the prior written consent of NDHS.

- 2.3 In soliciting Subscribers to enroll in the Network Plans, MARKETING AGENT will be responsible for all marketing activities, and the expenses related thereto, with respect to the sale under this Agreement. Such marketing arrangements may not include unsolicited outbound telemarketing.
- 2.4 MARKETING AGENT shall be responsible for compliance with applicable law with respect to the marketing of the Programs, including but not limited to the CANSpam Act, and FTC Telemarketing Sales Rules which includes maintaining the taped verification of sale as required. The foregoing notwithstanding, (a) MARKETING AGENT will use only those marketing and/or advertising materials provided by NDHS and approved by NDHS. If additional materials are required, MARKETING AGENT must submit all marketing materials (including telemarketing, radio and television scripts) and fulfillment materials to NDHS for NDHS's advance review and comment, (b) NDHS will review and comment upon such materials in a prompt manner, and (c) MARKETING AGENT shall not use any marketing or fulfillment materials until NDHS has notified MARKETING AGENT in writing that it has no objections to such materials. Use of any unauthorized materials by MARKETING AGENT shall be cause for termination of this Agreement by NDHS pursuant to Section 1.5 above. If MARKETING AGENT fails to comply with this Article 2.4, then, in addition to its other rights and remedies under this Agreement, NDHS may assess, and MARKETING AGENT shall pay, a penalty of up to \$10,000.00. MARKETING AGENT shall provide NDHS with at least three full sets of any final printed marketing or fulfillment materials before use of such materials begins.
- 2.5 MARKETING AGENT shall comply with all laws and regulations relating to the solicitation of Subscribers.
- 2.6 MARKETING AGENT shall follow the Group Insurance Marketing Requirements as shown on Exhibit B, attached hereto and made part of this Agreement.
- 2.7 MARKETING AGENT may not assign any of its rights or responsibilities hereunder.
- 2.8 This Agreement shall in no way prevent or restrict NDHS's right to enter into similar agreements with other MARKETING AGENTS in the same or different geographical location.

ARTICLE 3. COMMISSION

- 3.1 NDHS shall pay MARKETING AGENT the commission amount as outlined in Exhibit A.
- 3.2 Along with commission payment, NDHS shall furnish to MARKETING AGENT statements detailing the Subscribers enrolled by MARKETING AGENT, and the compensation payable thereon. Any questions concerning the commission payment should be directed to NDHS.
- 3.3 NDHS shall pay such commission at the MARKETING AGENT'S address listed on the attached W-9, unless MARKETING AGENT notifies NDHS in writing of different address.
- 3.4 Commissions are 100% vested from the date of this Agreement. In the event of death of MARKETING AGENT, commission will continue to be paid to MARKETING AGENT'S estate or corporation. In the event this Agreement is terminated for cause, no further compensation shall be payable and all such payments shall cease immediately.
- 3.5 The original Commission Schedule and all subsequent amendments thereto and any commissions payable thereunder may be modified from time to time (but not retroactively) by NDHS upon ten (10) days written notice which may be contained in a general bulletin to all MARKETING AGENTS to all MARKETING AGENTS in a particular geographic area, or any other form of individual or general written communication.

ARTICLE 4. PROPERTY RIGHTS OF THE PARTIES

- 4.1 NDHS and MARKETING AGENT specifically agree that the name "HealthFlex," and all variations thereof, the "HealthFlex" service mark and all other trademarks, trade names, and service marks used in connection with Network Plans are the sole and exclusive property of NDHS. MARKETING AGENT may only use the names, service marks and other trademarks of NDHS as approved and authorized in advance by NDHS and any such approval or authorization shall only be effective for the term of this Agreement and shall thereafter lapse. By entering into this Agreement, NDHS grants a license to MARKETING AGENT for the use of such property for the term of this Agreement. Further, any and all agreements, brochures, procedural manuals, or other printed materials concerning NDHS and its Network Plans and Programs are and shall remain intellectual property of NDHS, and constitute confidential information, and shall be treated as such by MARKETING AGENT and NDHS.
- 4.2 NDHS and MARKETING AGENT recognize and acknowledge that any information concerning Network Plans, including but not limited to membership lists, prospect lists, membership fee rates, files necessary to service Network Plans, and other books records and files of NDHS are and shall be the sole and exclusive property of NDHS and that MARKETING AGENT neither has, nor shall have, any right, title, or interest therein except to the extent necessary for the MARKETING AGENT to discharge his/her obligations under this Agreement.
- 4.3 NDHS and MARKETING AGENT further recognize and acknowledge:
- (a) That the information referenced in paragraph 4.2 above is and must continue to be confidential;
 - (b) That members normally continue to patronize a particular NDHS's plan such as HealthFlex; and
 - (c) That the relationships between NDHS and its members normally continue unless interfered with by others.
- For the above reasons, MARKETING AGENT agrees that he/she will not at any time disclose any of the information set out in this Article 4 or any part hereof to any person, firm, corporation, association, or other entity for any reason or purpose other than as may be necessary to discharge his/her obligations under this Agreement. MARKETING AGENT further agrees that upon termination of this Agreement, he/she shall return all NDHS materials and information referenced herein immediately and without demand by NDHS or NDHS's designated representative.
- 4.4 For a period commencing on the Effective Date and ending twenty-four (24) months after termination of this Agreement, neither MARKETING AGENT nor any of its affiliates, successors, assigns, employees, representatives or agents will, without the prior written consent of NDHS, 1) directly or indirectly contact or attempt to contact the Third Party Sponsor or any Provider

of any Program or any employee, agent or other representative of NDHS for the purpose of (a) establishing or attempting to establish any network, panel or other group of Service providers to provide Services to any person, (b) recruiting or attempting to recruit any Provider to any network, panel or other group of Service providers, (c) interfering or attempting to interfere with the relationship between any such Third Party Sponsor or Provider and NDHS, or (d) recruiting or attempting to recruit any employee of NDHS to work for or represent MARKETING AGENT or any affiliate of MARKETING AGENT. 2) Nor shall MARKETING AGENT (a) directly or indirectly contact or attempt to contact any Subscriber that is actively enrolled in the Programs under this Agreement, or (b) interfere or attempt to interfere with the relationship between any Subscriber or Member and NDHS for the purpose of marketing a competitor's program.

4.5 MARKETING AGENT agrees and acknowledges that any violation of any of the provisions of this Article 4 would cause irreparable damage to NDHS incapable of measure in monetary terms. Therefore, should MARKETING AGENT violate any of the provisions of this Article 4, NDHS shall be entitled to an injunction enjoining such violation. This remedy is in addition to, and not in lieu of, any other remedy available hereunder in the event any action, suit or other proceeding at law or in equity is brought to enforce the covenants contained in this Article 4, or to obtain monetary damages and/or the granting of an injunction in favor of NDHS. NDHS shall also be entitled to recover all expenses, including reasonable attorney's fees and court costs, in such action, suit or other proceeding.

4.6 In addition to all other remedies herein, should MARKETING AGENT violate any of the provisions of this Article 4. NDHS shall not be obligated to pay MARKETING AGENT any compensation to which MARKETING AGENT would have been otherwise entitled under this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 Each party shall indemnify and hold the other party harmless from and against any Costs (as defined hereafter) arising out of any or failure to act on the part of the other party, or any employee, agent or representative of the other party, connection with this Agreement.

5.2 "Costs" shall mean any and all claims, losses, damages, liabilities, interest and reasonable expenses, including without limitation reasonable attorneys' fees, expert witness fees, or other expenses for investigation or defending any actions, suits, proceedings, demands, assessments, claims and judgments that may be awarded.

ARTICLE 6. GENERAL PROVISIONS

6.1 This Agreement and the exhibits attached hereto represent the entire Agreement between the parties and supersedes any and all previous agreements, whether oral or written, between NDHS and MARKETING AGENT which, from the date of this Agreement, shall be of no further force or effect.

6.2 This Agreement cannot be amended except in writing, signed by an authorized representative of NDHS and MARKETING AGENT; however, NDHS at any time may unilaterally revise any Network Plan hereto. Any such revision shall be deemed as an amendment to Agreement.

6.3 Any notice required of any party hereunder shall be effected by either hand delivery, overnight courier service such as FedEx, or by United States Certified Mail, Return Receipt Requested, at the addresses listed under their respective signatures below, and shall be deemed delivered to the other party upon receipt or if mailed, five (5) days after mailing. Such addresses may be changed only upon giving written notice of the other party.

6.4 The failure of either party to this Agreement exercise any remedy or right under this Agreement shall not operate as a waiver of such remedy or right. No forbearance by either party to exercise any rights or privileges under this Agreement shall be construed as a waiver, but all rights and privileges shall continue in effect as if not forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the waiving party.

6.5 NDHS and MARKETING AGENT recognize that they are separate and independent entities. MARKETING AGENT agrees to perform his/her duties and obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to, nor shall it create, the relationship of principal and agent, employer and employee, master and servant, partners or joint-ventures between NDHS and MARKETING AGENT.

6.6 In case any one or more of the provisions in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, any such invalidity, illegality, or unenforceability shall not affect any other provision herein.

6.7 This Agreement shall be construed and enforced in accordance to the laws of the State of Alabama.

ARTICLE 7. ARBITRATION

7.1 Except for "Core Proceedings" as defined under the United States Bankruptcy Code, the Parties agree to submit to binding arbitration all claims, disputes and controversies between them (and their respective employees, officers, directors, representatives, attorneys, and other agents), whether in tort, contract or otherwise, arising out of or relating in any way to this Agreement. Any arbitration proceeding will be conducted in Birmingham, Alabama, be governed by the Federal Arbitration Act (Title 9 of the United States Code), and be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or, if such rules are not then in effect, such other rules of the American Arbitration Association as may be successor to such rules or shall be generally applicable to commercial disputes).

NDHS
BY: _____
Lee Stokes
TITLE: CEO Date: _____

MARKETING AGENT
BY: _____
Sign Print
Name: _____ Date: _____
(Please Print)

EXHIBIT A

Program – HealthFlex Limited Benefit Plan (sold to individuals – credit card or ACH only)

Once per week, NDHS shall pay to Marketing Agent the percents shown below of the net monthly Membership Fees paid to NDHS during the previous calendar week (taking into account all refunds made during such calendar week). The payment shall be accompanied by an emailed commission statement, containing such information as as Program membership and amount collected by NDHS for each Subscriber, in such format as the Parties may from time to time agree. The compensation payable to Marketing Agent pursuant to this Exhibit A shall remain payable after termination of this Agreement, for all Subscribers who were enrolled before the date of such termination, unless Marketing Agent is terminated for cause.

| | |
|-------------------|---|
| | HealthFlex Limited Benefit Plan (Silver, Gold, Platinum) |
| | 1st Yr / Renewal % of Net Monthly Membership Fee |
| Assignment | 0% / 0% |

Program – HealthFlex Limited Benefit Plan (sold to Employer Group - group bill)

Once per calendar month, on the second Friday of the eligibility month, NDHS shall pay to Marketing Agent the percents shown below of the net monthly Membership Fees paid to NDHS for all active Subscribers as of the last of the previous calendar month. The payment shall be accompanied by a mailed or emailed commission statement containing such information as Program membership, and amount collected by Marketer for each Subscriber, in such format as the Parties may from time to time agree. The compensation payable to Marketing Agent pursuant to this Exhibit A shall remain payable after termination of this Agreement, for all Subscribers who were enrolled before the date of such termination, unless Marketing Agent is terminated for cause.

| | |
|-------------------|---|
| | HealthFlex Limited Benefit Plan (Silver, Gold, Platinum) |
| | 1st Yr / Renewal % of Net Monthly Membership Fee |
| Assignment | 0% / 0% |

**ACCEPTED AND AGREED
BY MARKETING AGENT:**

ACCEPTED BY NDHS

(Entity Name – Please Print)

By: _____
CEO, Lee Stokes

By: _____
Signature

Date: _____

Printed Name

Date: _____

EXHIBIT B

Group Insurance Marketing Requirements

The following guidelines must be adhered to by any Client Producer (aka Marketer) and/or Marketing Agent who promotes, markets or otherwise enrolls members into Membership Benefit Programs that contain group insurance benefits underwritten by the Company.

Definitions:

“Company”: The United States Life Insurance Company in the City of New York.

“Organization”: Protective Marketing Enterprises, Inc.

“Membership Benefit Program”: membership programs that contain discount health membership benefits, health service programs, lifestyle discount benefit programs, lifestyle service programs and or other membership benefits.

“Membership Benefits”: Discount health membership benefits, health service programs, lifestyle discount benefit programs, lifestyle service programs and or other membership benefits.

“Client Producer (aka Marketer)”: Contracted clients of the Organization whose purpose includes marketing and the promotion of enrollment into one or more of the Organizations Membership Benefit Programs.

“Marketing Agent”: Any authorized individual who, promotes, markets or otherwise enrolls individual members into an approved Membership Benefit Program.

1. Membership Benefit Program Group Members must be enrolled in the approved association or discretionary group to whom the group policy is issued. The Group Member must clearly agree to enroll in the association or discretionary group within the enrollment process.
2. The Organization’s Membership Benefit Programs must contain multiple non-insurance Membership Benefits besides the group insurance benefits. The discounts and services must be the prime focus of plan membership.
3. Organization Membership Benefit Program Group Members may not have the ability to choose to receive or not receive the insurance benefits separate from the other Membership Benefits included in the Membership Benefit Program. Coverage for all members of the Membership Benefit Program is mandatory.
4. Neither the Membership Benefit Program Group Members, the Client Producer (aka Marketer), the Marketing Agent nor the Organization may modify the group insurance benefits, coverage levels or coverage amounts for individual members of an approved Membership Benefit Program. All members of the Membership Benefit Program must receive the same insurance benefits, coverage levels and coverage amounts. The Organization may setup multiple Membership Benefit Programs with varying insurance benefits but may not modify the insurance benefits within an approved Membership Benefit Program at will. Only approved Membership Benefit Programs may be offered to prospective members.
5. The group insurance benefits will not be sold or re-marketed to prospective members or clients of the Organization on a stand alone basis under any circumstances. The insurance benefits will always be provided as part of a larger package of Membership Benefits within a Membership Benefit Program.
6. Any individual engaged in marketing and member enrollment activities (Marketing Agent) for Membership Benefit Programs that include insurance benefits as membership benefits must either be a licensed insurance agent in the state in which the prospective members reside or be under the supervision of an insurance agent licensed in the state in which the prospective members reside. The licensed agent is responsible for all activities related to the insurance benefits and will be the agent of record for all member enrollments. Any non-licensed personnel within the location discussing the Membership Benefit Program with prospective members shall be limited in what they may discuss about the insurance benefits as part of the overall Membership Benefit Program to specific benefit descriptions approved by the insurance company. In the event a non-licensed representative is asked questions about the insurance benefits, they are to refer the question to the supervising licensed agent. Only a licensed agent may answer questions about, or discuss the insurance benefits beyond the specific benefit descriptions approved by the insurance company.
7. All Marketing Agents must go through formal training provided by the Organization on the Membership Benefits and insurance benefits included in the Membership Benefit Program.
8. All Membership Benefit Programs that include the Company’s insurance benefits must contain a 30 day money back guarantee giving the member an opportunity to cancel and receive a refund of the membership fees collected at the time of enrollment for any reason within the first 30 days of their membership.

Marketing & Distribution Controls

1. All advertising and promotional material as well as verbal discussions associated with the Membership Benefit Program will clearly state that the Membership Benefit Program being offered as a whole is not an insurance policy but rather a Membership Program. Insurance is explained as one of the benefits, and full weight is given to disclosures, limitations and exclusions applicable to the insurance. Any elaboration or answers to questions not adequately defined by the pre-approved documents or scripts must be handled by a duly licensed person.
2. Within all marketing materials and marketing or lead generation activities it will be disclosed that the insurance benefits are added benefits provided to members of the Membership Benefit Program at the Organization's expense and that insurance premiums are paid by the Organization from the member's fees
3. Within all marketing materials and marketing or lead generation activities it will be disclosed that the Membership Benefit Program is not a major medical insurance plan and should not be used to replace a group health plan, major medical plan, Medicare or Medicaid plan.
4. For all face to face / point of sale marketing activities, enrolling members must confirm their enrollment in the Membership Benefit program through one of the following methods:
 - Members will sign a Membership Benefit Program enrollment form that was previously reviewed and approved by the Company.
 - Members will log into an enrollment website that was previously reviewed and approved by the Company.
 - Members will place a phone call into a third party or automated tape recorded enrollment system where their verbal confirmation can be recorded and stored as a record of their enrollment.
5. Phone Enrollments: Outbound telemarketing is prohibited. Outbound sales calls will only be permitted when a consumer requests to be contacted or a relative or authorized representative indicates they should be called. The Marketing Agent will be required to provide documentation verifying a customer's request to be contacted for any enrollment generated through an outbound call if the need arises. The Marketing Agent understands that they may be monitored or shopped by Company or their designated administrator for adherence to these marketing guidelines. When a Marketing Agent enrolls a customer over the phone, at the completion of the call, the enrolling member must be transferred into a third party or automated tape recorded verification phone system where the members verbal confirmation can be recorded and stored as a record of their enrollment. The script read on the enrollment verification system must be reviewed and approved by the Company prior to use. The Marketing Agent agrees to use and adhere to only those marketing scripts that have been approved by Company. Furthermore, the Marketing Agent will use only approved lead generation materials in their marketing efforts.
6. Internet / Website enrollments: All websites, emails or other electronic media used to promote or enroll members into the Membership Benefit Program must be submitted to the Company for review and approval prior to use. E-mail blitzing to prospective members is forbidden. Emails directed to producing agents with the intention of recruiting additional production of an approved program must be approved by the Company in advance.
7. Other lead generation, marketing and enrollment activities: All marketing materials and marketing or lead generation activities for Membership Benefit Programs containing the Company's insurance benefits must be submitted to the Company for review and approval prior to use.

The Marketing agent referenced below agrees to adhere to the guidelines contained within this document, and understands that failure to comply with these guidelines may result in an immediate suspension of access to the Membership Benefit Programs containing insurance benefits underwritten by the Company. The Marketing Agent also agrees to maintain active life & health insurance agent licenses in those states in which the Marketing Agent will be marketing Membership Benefit Programs and provide copies of all such licenses to Company or their designated administrator. I understand that I will be listed as the licensed agent for all Membership Benefit Program enrollments enrolled by myself or someone under my supervision. I understand that the Company may and I grant permission to the Company to provide my name and contact information to any regulator who requests information on the enrolling agent for those Membership Benefit Program enrollments enrolled by myself or someone under my supervision.

Marketing Agent: _____
(Please Print)

By: _____
(Signature)

Date: _____

Assignment by an Individual

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (hereinafter "Assignor",) does hereby sell, assign, transfer, and set over unto **Professional Group Plans, Inc.** (hereinafter "Assignee"), all of the Assignor's right, title and interest in and to any and all commissions and sums of money now due or hereafter to become due on all Programs issued by Protective Marketing Enterprises, Inc., (hereinafter "Company") and solicited or sold by Assignor in connection with the Assignor's performance of the Agreement dated _____, between the Assignor and Company, authorizing the Assignor to enroll Subscribers in the Programs together with all addenda, amendments, additions or supplements thereto.

The Assignee's interest remains subject to the terms and conditions of the Assignor's Agreement listed herein and the Assignee and the Assignor, by acceptance of this Assignment, agree to the conditions and provisions herein set forth. Assignee specifically warrants that it is authorized by law to receive the above commissions.

For the consideration above expressed, I do also for myself, my executors and administrators, guarantee the validity of the foregoing Assignment. I agree to indemnify in full and hold harmless Company, its officers, agents and employees from any liability which may arise by virtue of any actions they may take in carrying out the provisions of this Assignment.

The parties have executed this Assignment this _____ day of _____, 2006, to become effective on the date of the Company's written acceptance of this Assignment.

Assignor

Assignee (PGP)

Protective Marketing Enterprises, Inc.

By: _____
Jay Shafer



Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

OR

| | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,