

# Absolutely **EZ** Final Expense Sales

## Informal Agent Discovery Form

Name			
Cell phone		Home Phone	
Email			
Date of birth		Social Security #	
Address			
City, State, Zip			
Website			
Resident State			
License number		See State License pg attached for current lic #	
NPN Number			
Life premium in 2018?		Total income in 2018?	
Medicare prem in 2018?		Total income in 2017?	
Annuity Prem in 2018?		Marketing budget?	

### Current Carriers & Agent number & CURRENT COMMISSION LEVEL

Carrier	Agent # & Commission	Carrier	Agent # & Commission

What experience do you have with selling over the phone? How many phone calls do you make at a time? Have you ever made 100 calls in a day?

## Demographic info

# yrs in the business

Former Occupation

No. Children

Spouse's Name

What worries you about your business? What keeps you up at night?

Tell us about yourself... What are your dreams? Why do you want to join our agency? What is your version of freedom?

Why would you be a good fit for our agency?

What do you expect from our agency? What is the best way to motivate you?

Any information you have provided is for use by **Absolutely EZ Final Expense Sales ONLY** and will not be shared outside our agency. You agree that any information we've provided is proprietary and will not be shared with any other agent or company without our express permission.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please scan or fax this document and send to [Angie@Schrantz.com](mailto:Angie@Schrantz.com)

# AbsolutelyEZ Final Expense Sales

## Program Details & Agreement

### Bio and background for Charlie & Angie -

**Charlie Schrantz** – has been licensed insurance agent for eight years and is from Buffalo, New York. He was the son of a retired “Enrolled IRS agent” who owned a large CPA firm and acted as a “Financial Planner” for over 40+ years to business owners all over Western NY. As a young man, Charlie watched his father help many business owners structure their businesses in the best way to reduce their tax burdens and protect their wealth. He’s an entrepreneur at heart and has had several successful businesses. At one point, he ran a very large call center in Northern VA and trained representatives on speaking to clients and converting leads to sales. He primarily works with structuring life insurance to be an asset and making money for you, and along with retirement planning, his main interest is about preserving your assets. He’s dreamed about developing this Final Expense sales training program for many years and other vertical markets are soon to come. **Angie** has been licensed for nine years and is from Virginia; she has an extensive background in customer service and sales, and she works predominately with Medicare supplements, Advantage plans, Final Expense, Part D. Together, they have owned **Cornerstone Insurance & Financial** in Northern Virginia for five years now.

### What does the AbsolutelyEZ Final Expense Sales program involve?

Participating in an agency/group of high achievers using an innovative way to sell final expense policies over the phone, take the applications, get approval and be paid in quick order. You’ll be able to utilize the skills you learn with other verticals such as Medicare and Annuity sales. You’ll have several mentors to assist and answer questions and guide you through the process. However, there are some things you must agree to do...you MUST commit to learn and use our system to be successful. You’ll be given all the tools, direction, and input to be hugely successful...you’ll need to **JUST DO IT!**

### We offer three program levels of participation in the AbsolutelyEZ Final Expense Sales program?

- **Level 1 – Free Leads Track** - 60% commission split of first year annual premium paid. Commissions advanced up to \$500 commission per transaction and paid out in full "as earned" after advancement is satisfied. All residuals are paid "as earned". All charge backs are immediately paid back to the carrier. **\*\*We pay for all Live Transfers after you've made five sales from the purchase of "Superleads" and "Aged Leads" on your behalf.** You will need to get licensed in ten or more states (see our list of preferred states, at your own expense).  
  
\*\*Average earning for full time agent - \$137,592 earned based on 60%
- **Level 2 – Discounted Leads** - 80% or 90% (90%+ requires proof of production of \$100,000 personal life production or \$200,000 of agency life production.) Commissions advanced up to \$500 commission per transaction and paid "as earned" after advancement is satisfied. All residuals are paid "as earned". All charge backs are immediately paid back to the carrier. You pay for all Live Transfers billed in arrears net due upon receipt and charged to your credit card on file. You will need to get licensed in ten or more states (see our list of preferred states, at your own expense).

**For levels 1 & 2---**There is no charge for our program. The client will remain as your client. They are not our client. We are your partners.

### **Lead costs for Level 2**

- Live Transfers - \$25 (leads have been screened for 1<sup>st</sup> tier health questions, have a bank acct for payment and are interested in purchasing life insurance)
- Live Transfers - \$20 (leads have been screened for minimal health issues, have bank acct for payment and willing to talk)
- Superleads – \$10 (no connection to live agent, aged and interested but no one connected)

\*\*Average earning for full time agent - \$174,720 earned based on @ 80%

\*\*Average earning for full time agent - \$196,560 earned based on @ 90%

- **Level 3 – Program costs, no commission override** - \$5,000 up front cost, \$500 monthly for use of our dialer, and you pay for all leads. \$25-\$54 (depending on the level of the lead transfer). You don't have to appoint under us, but you will need to get licensed in up to 10 states (at your own cost).

### **What are the requirements to participate in the *AbsolutelyEZ* Final Expense Sales program?**

- Purchase two monitors and a headset
- Pay \$250 monthly (**\$500 for Level 3**) to participate with the inbound/outbound lead dialer.
- Complete, sign & return all agent documents and non-disclosure / non-compete agreement.
- Get licensed in ten states minimum (see list of our states) at your expense. More states are better.
- Contract or transfer your appointments with the preferred telesales carriers we use (see list).
- Download Skype & Messenger for all business communication (send usernames to Angie)
- Participate on Zoom training calls \*\*Mondays (onboarding call with Angie 11am-12pm), regular call to follow 12pm-1pm & Thursdays at 12 noon to 1 pm Eastern)
- \$250 monthly (\$500 for level 3) subscription paid in advance for our Software Dial-er. You will be invoiced monthly thru PayPal.
- You will be a 1099 independent contractor with the carrier. You get paid DIRECTLY from the carrier.
- Join our Facebook Group page *AbsolutelyEZ* Final Expense and LIKE our company page [Cornerstone Insurance & Financial](#)
- Check out our Web page – [www.CornerstoneInsuranceandFinancial.com](http://www.CornerstoneInsuranceandFinancial.com)

**\*\*The best part...with Level 1 and 2 there's no charge to participate in our program! We are your partners.**

**BONUS offer**---move up to 80% level with your first (fully vetted) recruit into our program. You've now started your own agency, if that's your desire, or just reap an override on their sales. Charlie will train your new agent(s) and mentor you in maintaining your agents. Your recruit will be required to work the program just as you do and will receive all benefits of the program listed within this document. Your "downline" agent will be required to approve and agree to all parts of the *AbsolutelyEZ* Final Expense Sales program.

The following companies work best with our program. You will receive appointment instructions from Angie once you have completed the required paperwork.

## *Absolutely* **EZ** Final Expense Sales

Program Carriers

Carrier	Product	How to do application	Instant Decision?	Key Uses	Agent comm	Override Comp
AIG	Final Expense	E-App	GI	Guarantee Issue as earned only	45%	10-15%
AMERICO - Eagle Series	Final Expense	Agent Live connect to UW dept	YES	Smokers get Non Tobacco Rates, but DB reduces in Y3, Heavy duty pain meds accepted	70%	10-30%
Liberty Bankers	Final Expense	Agent Live connect to UW dept	YES	Any respiratory issues--COPD, Emphazema	70%	10-30%
Prosperity	Final Expense	E-App	YES	Takes credit card, Direct Express	70%	10-30%
Royal Neighbors	Final Expense	Agent Live connect to UW dept	YES	Diabetes with complications - they don't like phone sales and will cancel if too many.	70%	10-30%
Sentinel	Final Expense	Key In App & Live Connect	YES	Oxygen Use & Price Buster	70%	10-30%
Nassau/Phoenix	FE (LIKE) Term (10/15/20/30)	E-App	DELAYED	No Phone Interview for applicants	70%	10-30%
Lifeshield - LAST CHOICE	Final Expense	PAPER APP ONLY	NO	No Phone Interview	70%	10-30%
Oxford Life	Final Expense	PENDING AGENCY CONTRACTING			70%	10-30%

***NEXT - Choose Level 1 or 2 and send your contract back to [Angie@Schrantz.com](mailto:Angie@Schrantz.com)***

***Level 3 – Sign contract & submit payment thru Google pay to [Angie@Schrantz.com](mailto:Angie@Schrantz.com)***

## **EZ** Participation AGREEMENT for Level 1 \_\_\_\_\_

# *Absolutely* **EZ** Final Expense Sales

Please select your time blocks for transferred leads.

Daily Availability				
Monday	Tuesday	Wednesday	Thursday	Friday

I, \_\_\_\_\_, agree to the specifics outlined below for Level 1:

- I agree to work at least 5 blocks of time per week, at a minimum of 4 hours at a time (days to be determined by myself) to receive live transfer leads, provided by Charlie Schrantz. Suggested time blocks – 9am-1pm, 1pm-5pm, 5pm-9pm, 20 hours per week min.
- My live transfer leads will be supplemented with **Super Leads** (at no cost to me), provided by Charlie Schrantz. **Super Leads** are leads that were called, but no agent was available to accept the transfer. They may be 3-90 days old.
- I understand that all material provided to me is proprietary and that I won't share any of the material with anyone outside the group.
- I agree to participate in weekly training calls, scheduled on Monday & Thursday at 12-1 pm Eastern
- I agree to get licensed with at least 10 states (see attached list). Licensing at [www.NIPR.com](http://www.NIPR.com)
- I agree to appoint with the carriers listed on the Final Expense Carrier grid (the links will be provided by Angie Schrantz) or, if already appointed, will transfer my existing contracts to Charlie Schrantz.
- I agree to set up a Skype and/or messenger account for the live call transfers to receive lead information & communication with Charlie and Angie
- I will record all calls (no matter the outcome for Charlie to review and discuss)
- I agree to keep metrics for each call, such as name, address, telephone, call time, date, length of call, outcome, follow-up, notes, etc.

## **EZ** Participation AGREEMENT for Level 2 \_\_\_\_\_

# *Absolutely* **EZ** Final Expense Sales

Please select your time blocks for transferred leads.

Daily Availability				
Monday	Tuesday	Wednesday	Thursday	Friday

I, \_\_\_\_\_, agree to the specifics outlined below for Level 2:

- I will pre-pay for a minimum 20 LIVE transfers of leads per week (\$10-\$35ea min 10), in advance of the Friday before the new week starts. Our preferred method of payment is through Google pay or Messenger, in order to transfer the payment to Charlie Schrantz (charlie@schrantz.com), in order to schedule the LIVE transfer leads for the following week.
- I agree to work the leads with a minimum of at least four hours at a time, to be noted above. I must let Charlie know my schedule in order to arrange for the LIVE transfer leads. Suggested time blocks – 9am-1pm, 1pm-5pm, 5pm-9pm, 20 hours per week min.
- My live transfer leads will be supplemented with Super Leads, if requested at \$2 each, provided by Charlie Schrantz. Super Leads are leads that were called, but no agent was available to accept the transfer. They may be 3-90 days old.
- I understand that all material provided to me is proprietary and that I won't share any of the material with anyone outside the group.
- I agree to participate in weekly training calls, scheduled on Monday & Thursday at 12-1 pm Eastern
- I agree to get licensed with at least 10 states (see attached list). Licensing at [www.NIPR.com](http://www.NIPR.com)
- I agree to appoint with the carriers listed on the Final Expense Carrier grid (the links will be provided by Angie Schrantz) or, if already appointed, will transfer my existing contracts to Charlie Schrantz.
- I agree to set up a Skype and/or messenger account for the live call transfers to receive lead information & communication with Charlie and Angie
- I will record all calls (no matter the outcome for Charlie to review and discuss)
- I agree to keep metrics for each call, such as name, address, telephone, call time, date, length of call, outcome, follow-up, notes, etc.
- I agree to keep metrics for each call, such as name, address, telephone, call time, date, length of call, outcome, follow-up, etc.

## **EZ** Participation AGREEMENT for Level 3 \_\_\_\_\_

# *Absolutely* **EZ** Final Expense Sales

Please select your time blocks for transferred leads.

Daily Availability				
Monday	Tuesday	Wednesday	Thursday	Friday

I, \_\_\_\_\_, agree to the specifics outlined below for Level 3:

- Send \$5,000 program access payment to [Angie@Schrantz.com](mailto:Angie@Schrantz.com) (using Google pay)
- Send \$500 for first month's access to dialer program (and monthly on the 15<sup>th</sup>) to [Angie@Schrantz.com](mailto:Angie@Schrantz.com) (using Google pay)
- I will pre-pay for a minimum 20 LIVE transfers of leads per week (\$25-\$54 ea min 10), in advance, of the Friday before the new week starts. Our preferred method of payment is through Google pay or Messenger, in order to transfer the payment to Charlie Schrantz ([charlie@schrantz.com](mailto:charlie@schrantz.com)), in order to schedule the LIVE transfer leads for the following week.
- I agree to work the leads with a minimum of at least four hours at a time, to be noted above. I must let Charlie know my schedule in order to arrange for the LIVE transfer leads. Suggested time blocks – 9am-1pm, 1pm-5pm, 5pm-9pm, 20 hours per week min.
- My live transfer leads will be supplemented with Super Leads, if requested at \$2 each, provided by Charlie Schrantz. Super Leads are leads that were called, but no agent was available to accept the transfer. They may be 3-90 days old.
- I understand that all material provided to me is proprietary and that I won't share any of the material with anyone outside the group.
- I agree to participate in weekly training calls, scheduled on Monday & Thursday at 12-1 pm Eastern
- I agree to get licensed with at least 10 states (see attached list). Licensing at [www.NIPR.com](http://www.NIPR.com)
- I agree to appoint with the carriers listed on the Final Expense Carrier grid (the links will be provided by Angie Schrantz) or, if already appointed, (at my will) transfer my existing contracts to Charlie Schrantz.
- I agree to set up a Skype and/or messenger account for the live call transfers to receive lead information & communication with Charlie and Angie
- I will record all calls (if I want Charlie to review and discuss)
- I agree to keep metrics for each call, such as name, address, telephone, call time, date, length of call, outcome, follow-up, notes, etc if I want input from Charlie on my production and quality of the calls.



## *Absolutely***EZ** Final Expense will provide:

- Weekly training calls currently scheduled on Mondays and Thursdays at 12-1pm
- Membership in the Absolutely EZ Final Expense Facebook page for discussion with other agents and quicker answers
- Complete, confidential and proprietary marketing materials to include:
  - Proven phone scripts that work
  - Underwriting requirements to include a Carrier Underwriting Cross reference booklet (searchable in pdf format)
  - Carrier questions for knock-out conditions and medications
  - One-on-one training – We'll tell you what to do, roleplay, do a couple calls with you, listen to calls as you do them, and debrief each call afterward to perfect your phone presentation.
  - Supply you with 3-day to 90-day old unconnected call transfers for you to practice until you've made one sale. Once you've completed a sale, then you will move on to the LIVE call transfers.
  - Leads will be provided by Charlie Schrantz at the cost mentioned above for each level
    - Level 1 – no cost
    - Level 2 - \$10-\$35/lead for Level 2 (paid in advance)
    - Level 3 - \$25-54/lead for Level 3 (paid in advance)
- Leads will be transferred LIVE during the timeframe that I select, via Skype
- Charlie will debrief any calls you request for feedback to improve your tele-sales close
- Charlie will provide the spreadsheet for keeping track of the calls as mentioned above.
- Access to Charlie and Angie for questions
- All documents needed and procedures to sell final expense over the phone
- Assistance with illustrations

**Choose level:**

☐ Level 1

☐ Level 2

☐ Level 3

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Signature

Print Name

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Date

Please send this signed form back to [Angie@Schrantz.com](mailto:Angie@Schrantz.com).

## Non-Resident Appointment Fees (lowest fee first)

STATE	FEE	STATE	FEE
Michigan	\$ 10.00	Alabama	\$ 80.00
Ohio	\$ 20.00	Idaho	\$ 80.00
South Carolina	\$ 25.00	Kansas	\$ 80.00
New Mexico	\$ 30.00	New York *Additional retaliatory fees	\$ 80.00
South Dakota	\$ 30.00	California	\$ 85.00
Virginia	\$ 30.00	Colorado	\$ 89.00
Iowa	\$ 50.00	Indiana	\$ 90.00
Kentucky	\$ 50.00	Delaware	\$ 100.00
Minnesota (app fee)	\$ 55.00	District of Columbia	\$ 100.00
North Carolina (extra fees)	\$ 44.00	Georgia	\$ 100.00
Tennessee *Additional retaliatory fees	\$ 50.00	Mississippi	\$ 100.00
Texas	\$ 50.00	Missouri	\$ 100.00
West Virginia	\$ 50.00	Montana	\$ 100.00
Maryland	\$ 54.00	North Dakota	\$ 100.00
Florida	\$ 55.00	Oklahoma	\$ 100.00
Maine	\$ 55.00	Pennsylvania	\$ 110.00
Nebraska	\$ 50.00	Arizona	\$ 120.00
Vermont *Additional retaliatory fees	varies per state	Rhode Island	\$ 130.00
Washington	\$ 60.00	Connecticut	\$ 140.00
Arkansas	\$ 70.00	Wyoming	\$ 150.00
Alaska	\$ 75.00	New Jersey	\$ 170.00
Utah	\$ 75.00	Nevada	\$ 170.00
Wisconsin	\$ 75.00	New Hampshire	\$ 210.00
Louisiana	\$ 75.00	Massachusetts *Additional retaliatory fees	\$ 225.00
Oregon	\$ 75.00	Illinois	\$ 250.00
		Hawaii *Additional retaliatory fees	up to \$300

Please visit [NIPR.com](http://NIPR.com) to apply for a non-resident license. States in the colored boxes are states in which Charlie and/or Angie hold a license. You are responsible for the fees and for maintaining your licenses.

# Absolutely EZ Final Expense Sales

## Current State License number grid for new agents

STATE	License Number		STATE	License Number
Alabama			Montana	
Alaska			Nebraska	
Arizona			Nevada	
Arkansas			New Hampshire	
California			New Jersey	
Colorado			New Mexico	
Connecticut			New York	
Delaware			North Carolina	
Florida			North Dakota	
Georgia			Ohio	
Hawaii			Oklahoma	
Idaho			Oregon	
Illinois			Pennsylvania	
Indiana			Rhode Island	
Iowa			South Carolina	
Kansas			South Dakota	
Kentucky			Tennessee	
Louisiana			Texas	
Maine			Utah	
Maryland			Vermont	
Massachusetts			Virginia	
Michigan			Washington	
Minnesota			West Virginia	
Mississippi			Wisconsin	
Missouri			Wyoming	

# STEPS FOR GETTING STARTED WITH THE *Absolutely* **EZ** FINAL EXPENSE PROGRAM

- ☐ Talk to Charlie about program
- ☐ Accept invitation to Absolutely EZ Final Expense Program Facebook Page
- ☐ Download ONE DOC from Absolutely EZ Final Expense Program FB page AND Complete ONE DOC and send to [Angie@Schrantz.com](mailto:Angie@Schrantz.com)
- ☐ Go to NIPR.com and pay to be licensed in up to 10 or more states (Suggested states are: AL, FL, GA, MD, NC, OH, PA, MI, TN, TX, VA, WV, WI)
- ☐ Order an extra monitor (you'll need two for our program)
- ☐ Order a headset (see suggestion from Five9 in the booklet on the FB page)
- ☐ Get appointed with our carriers—Start this immediately, it will take up to three weeks
  - **PLEASE READ** - If you have an existing account with SurancebayLLC (who is a contracting site for thousands of agencies), disregard that login and create a new one for this IMO. Once inside the program and your info is populated, IF you will be initiating a new contract with one of these carriers, then select CONTRACT, however if you're already appointed with any of the carriers in the list, including these and others on the site, you may simply click TRANSFER. You'll do this for each carrier...one at a time. We don't work with Gerber, Mutual of Omaha and Kansas City Life...you may keep them where they are for now.
- ☐ **Royal Neighbors | Liberty Bankers | AIG | LifeShield (ONLY)** - CLICK TO ACCESS CONTRACTING LINK
- ☐ **Prosperity** - CLICK TO ACCESS CONTRACTING LINK----- Prosperity is a favored carrier for our program
- ☐ **Sentinel** – will be sent in separate email by Angie, once you've completed the two links above
- ☐ **Foresters** – they only use paper apps for contracting. You can download from the FB page. Please fill out and send [angie@schrantz.com](mailto:angie@schrantz.com)
- ☐ Send all state license certs & numbers to [Angie@Schrantz.com](mailto:Angie@Schrantz.com) for our records.
- ☐ Send all Carrier appointments to [Angie@Schrantz.com](mailto:Angie@Schrantz.com) for our records.
- ☐ Send \$250 thru Google Pay to [Angie@Schrantz.com](mailto:Angie@Schrantz.com) for first month access to the Five9 dialer in order to access the live leads. You will be invoiced monthly on the 15<sup>th</sup> after that.
- ☐ Set up a SKYPE account for easy access and communications
- ☐ Start training – go to the FB page and watch all the training links, download the documents. This training link is very important... CARRIER TRAINING
- ☐ Participate in Angie's weekly onboarding ZOOM webinar on Monday's 11 am – the link will be posted on the FB page and sent out in email. This training will cover contracting steps, training and going thru carrier sites.

**If you have questions, please post them to the FB page so all can benefit from the answers.**

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the "Agreement") made this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between

Charlie & Angie Schrantz & Cornerstone Insurance & Financial, and

\_\_\_\_\_, agent / agency (circle one)

(collectively, the "Parties" and each individually a "Party").

The Parties intend to engage in one or more mutually beneficial business relationships (collectively, the "Business Relationship"). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

**NOW, THEREFORE**, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

2. Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

3. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion, termination or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

4. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

5. Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

6. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

7. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

8. This Agreement is to be governed by and construed in accordance with the laws of the state of Virginia. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

9. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Charles Schrantz, Owner

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Angela Schrantz, Owner