

Underwriting Solutions of America

BROKER SALES & MARKETING AGREEMENT

THIS SALES & MARKETING AGREEMENT (hereinafter "Agreement") is entered into and effective as of the ___ day of _____, by and between Underwriting Solutions of America, Inc., located with its principal place of business at 2600 Sumerian Dr., Suite 102, Land O' Lakes, FL 34638 (hereinafter, "USA") and _____ having its principal place of business at _____ (hereinafter, "Broker").

WHEREAS, USA is in the business of providing marketing and other services to professional employment organizations/employee leasing companies (hereinafter, "PEO Vendors"); and

WHEREAS, USA is desirous of acquiring new business clients (also known as, "Client Companies") for its own services as well as to market services to its PEO Vendors; and

WHEREAS, Broker comes in contact with Client Companies that may be able to use USA's services or the services of its PEO Vendors and desires to enter into an arrangement with USA to market to these new Client Companies.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. **Broker's Services and Obligations.** During the term of this Agreement, the Broker shall:

(a) Use its best efforts to promote and pursue all reasonable opportunities and solicitation of accounts for USA's services or for the services of USA's PEO Vendors. All such prospects shall be promptly given to USA in such a manner as USA may require, and USA shall have sole and final authority as to the acceptance of any proposal or new Client Company. In no event will Broker attempt to bind USA or any of its PEO Vendors unless specifically authorized by USA.

(b) Ensure that all payments for USA's services or USA's PEO Vendor services are made directly to USA or to the appropriate USA PEO Vendors.

(c) Act as a liaison with new Client Companies to assist in solving customer problems and complaints.

(d) Not portray itself or USA as an agent for the sale of Worker's Compensation insurance or any other insurance without the appropriate license.

2. **Compensation to Broker.**

(a) **Payment of Commissions.** In consideration of Broker's services acquiring new Client Companies for USA or USA's Vendors, USA will pay Broker a commission as outlined on Exhibit "A". Broker will receive sales commissions for the marketing and administrative services under the following compensation plan. Such commission shall be paid no later than fifteen (30) days following USA's receipt of payment from a PEO Vendor or the customer, as applicable. Commissions paid to broker are subject to change only if commissions paid to USA are decreased by PEO vendor.

(b) Payment to Associates. USA shall have no obligation to pay any compensation to Brokers' employees or agents, and Broker shall make its own arrangements and agreements to compensate its employees and agents for their services.

(c) Assignment of Broker. USA reserves the right to honor a Broker of Record (hereinafter "BOR") letter that is written and endorsed by an executive of the Client Company on the Client Company's letterhead. If a BOR is received on an established Client Company the incumbent Broker will have a 5 day rescission period from the time the Broker is notified that a BOR was received. The following month's commission on the respective Client Company for which a BOR was received, will be paid to the broker listed on the most current BOR on file. For a Client Company that is still in the quoting process, upon receipt of a BOR any quotes will be immediately released to the new Broker.

3. Relationship of the Parties.

(a) Independent Contractor. The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with the operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

(b) Taxes. Broker shall be liable for any and all sales, income or other taxes in connection with its business with regard to any commission income earned under this Agreement.

(C) Indemnification. USA and Broker shall mutually indemnify, defend, and hold harmless USA and Broker, its shareholders, directors, officers, employees, agents and assign (collectively the "Indemnities") from and against any and all obligations, damages, costs, expenses, losses and taxes for which any of the Indemnities are held liable and for all costs of any of the Indemnities reasonably incurred in defense of any such claim brought against any of the Indemnities or any such action in which any of the Indemnities is named as a party, resulting or arising out of any failure of USA or Broker to perform its contractual obligations, or resulting or arising out of any negligent or willful action or failure to act on USA or Broker's part, including but not limited to actual and consequential damages, reasonable attorney's fees, accountants and experts witness fees, costs of investigation, court costs, and other litigation expenses. USA and Broker's Indemnification obligations will continue in full force and effect after the expiration or termination of this Agreement.

4. Arbitration. The parties hereto agree that all disputes, claims, or controversies between them arising out of or related to this Agreement will be submitted to arbitration conducted pursuant to the commercial arbitration rules of the American Arbitration Association. The parties will agree to mutually select one arbitrator for any arbitration undertaken pursuant to this clause. If the parties are unable to reach agreement on one arbitrator, each party will select one umpire who in turn will jointly select an arbitrator for the purposes of this arbitration. Any arbitration proceedings conducted pursuant to this Agreement shall take place in Land O' Lakes, Florida. Any decision of the arbitrator shall be deemed final and binding upon the parties.

5. Restrictive Covenants.

(a) USA PEO Vendor; Exclusivity. During the term of this agreement, Broker, as well as its principals and employees, shall be prohibited from directly or indirectly engaging USA's PEO Vendors with intent of selling products and or programs that are being utilized by USA outlined in exhibit B in this Agreement. Broker, its principals, and its employees shall be prohibited from representing and or soliciting any of USA's PEO Vendors to be outlined after Broker signs this Agreement. USA's PEO Vendor list will be provided to Broker after USA endorses attached exhibit B of this Agreement. This exclusivity will stay in effect as long as Broker is being compensated under this Agreement and, in addition, for a period of two years following termination of this Agreement. Exception, if Broker currently utilizes any PEO vendors, established before the endorsement of this agreement and is in effect without any influence from USA's association in anyway prior to engaging this Agreement they should be clearly listed in exhibit B for non-exclusivity acknowledgement by USA. USA will have

no exclusivity for all PEO Vendors listed in exhibit B by Broker and will be acknowledged and signed separately by USA as outlined in exhibit B. If left blank USA will not recognize any PEO relationships and therefore PEO Vendors listed by USA will be considered exclusive business relationships between USA and Broker. If a breach is made, USA will contact PEO Vendor in question and demand compensation on the entire book placed with that USA PEO Vendor.

(b) Non-Competition By broker; Broker recognizes that USA has certain confidential business information and trade secrets, including but not limited to, client names and other data, patterns, compilations of data, pricing information, client information, client preferences, client contracts, marketing strategies, formulas, business methods and techniques, sources of supply for employees and the like, which confidential business information and trade secrets are used by USA in its business to obtain a competitive advantage over USA's competitors. Broker further recognizes that the protection of USA's trade secrets and confidential business information against unauthorized disclosure and use is of critical importance in maintaining competitive position.

6. Term and Termination.

(a) Term. This Agreement shall continue in effect indefinitely until terminated by either party upon thirty (30) days prior written notice to the other party.

(b) Obligations Upon Termination. Upon any termination of this Agreement for any reason, Broker shall immediately cease to use any of the Confidential Information. Broker shall also immediately return to USA any and all copies of materials containing any Confidential Information. Broker shall continue to be entitled to receive commission payments as outlined in Section 2 above so long as the Agreement was not terminated for any material breach by Broker and a BOR is not received.

7. Miscellaneous.

(a) Assignment. This Agreement may not be assigned by Broker to any other person or corporation without the express written consent of USA.

(b) Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing herein. No modification of any provision of this Agreement shall be effective unless it is in writing and signed by both parties. This Agreement, amends, supplants, and supersedes any and all prior Agreements between the parties.

(c) Severability. Each provision of this Agreement is intended to be severable. If any covenant, condition, or other provision contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, such provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other covenant, condition, or other provisions contained in this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. Notices. All notices provided for in this Agreement shall be in writing and shall be delivered either via overnight delivery service or by United States mail, certified return receipt requested, addressed as indicated below.

BROKER: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

“USA”

Underwriting Solutions of America 2600 Sumerian Dr., Suite 102 Land O’ Lakes, FL 34638

By: _____
Title: _____
Printed Name: _____

Witness: _____

“BROKER”

By: _____
Title: _____
Printed Name: _____

Witness: _____

***** Return agreement and W9 to: usa.submissions@usa4insurance.com *****

Phone: 1 888 765-2267

EXHIBIT A
COMMISSIONS

General

USA has agreed to pay commission as gross profit that will be equivalent to a percentage of all Workers' Compensation collected from all submissions submitted by _____ and associates. Percentage of commission paid by USA to broker will be outlined on each quote provided by USA.

All submissions are to be handled on a case by case basis. In addition, all commission percentages paid to broker will be outlined and acknowledged by both parties and held accountable by the provisions of this Agreement on each prospective submission before guaranteeing coverage.

Please note if commissions paid to USA are decreased by PEO Vendor the amount paid to Broker will be deducted accordingly based on the original percentage of the total that was paid to USA from Vendor.

EXHIBIT B

PEO/EMPLOYEE LEASING VENDOR EXCEPTION LIST

Intent of this document as mentioned in section 5 (a) is to clearly outline and respect all of Broker's current PEO Vendor relationships. Broker will be exclusive to USA's newly introduced PEO Vendors that Broker did not previously enjoy. USA's PEO Vendors will be listed once Broker has had the opportunity to disclose all current PEO Vendor relationships and the Agreement is executed. The intent of this formality is for the Broker to form an exclusive business relationship with USA and its PEO Vendors that are not listed under BROKER CURRENT PEO VENDORS.

Broker: _____

BROKER CURRENT PEO VENDORS:

- _____
- _____
- _____
- _____

USA PEO VENDORS: To be mailed to Broker after receiving the executed Agreement. In USA's continuous effort to assist our brokers with creative markets, we will be updating Exhibit B with our new PEO Vendors as we acquire them. Exclusivity will remain for the new markets acquired by USA. If Broker acquires new PEO Vendors while this agreement is in effect, they will be required to notify USA in writing to be added to BROKER CURRENT PEO VENDORS.

During the term of this agreement, Broker, as well as its principals and employees, shall be prohibited from directly or indirectly selling products and /or programs that are being utilized by USA outlined in this exhibit B as outlined in section 5 (a) of the Agreement. Broker, its principals and its employees shall be prohibited from representing and/or soliciting any of USA's PEO Vendors outlined in this exhibit (B) of this Agreement that are not clearly listed under Broker CURRENT PEO VENDORS.

BROKER: _____

DATE: _____

USA: _____

DATE: _____

***** Return agreement and W9 to: usa.submissions@usa4insurance.com *****

Phone: 1 888 765-2267

Rev 6.2016

