



## **INDEPENDENT MARKETING REPRESENTATIVE AGREEMENT**

This Independent Marketing Representative Agreement (the “Agreement”), effective this 14th day of June, 2019 by and between Precise Benefit Services, LLC of 501 S. Towanda Barnes Road, Suite 3, Bloomington, Illinois 61705 (“PBG”) and \_\_\_\_\_ (“Representative”). Separately each of the above persons or entities may be referred to as a “Party” and jointly as the “Parties.”

WHEREAS, PBG designs, markets and administers employee benefit and executive compensation plans for businesses, governments and non-profit organizations throughout the United States (“Benefit Plans”) and is also a general agency for insurance companies that sell health, accident, life, annuity and other products (“Insurance Products”); and

WHEREAS, PBG has the right (and in many cases the exclusive right) to market the Benefit Plans and Insurance Products; and

WHEREAS, PBG has administrative, case processing and agency management resources as well as advanced case design and sales professionals consisting of attorneys, accountants, economists, actuaries, certified financial planners, and others to serve as the back office to assist Representative in the operations and his/her independent business; and

WHEREAS, Representative is a fully licensed life, accident and health insurance agent and agency and is eligible to be an Independent Marketing Representative for PBG; and,

WHEREAS, Representative wishes to avail himself, herself or itself of, and PBG wishes to extend to Representative, the assistance, services, resources, rights, licenses, duties, responsibilities, limitations and restrictions set forth under this Agreement, all pursuant to the terms and conditions contained herein.

THEREFORE, based upon the mutual promises contained herein, the parties agree as follows:

**DEFINITIONS:** As used herein the following words and terms shall have the following meanings:

“Affiliate” shall mean IBG Administrative Services, LLC, Signature Benefit Plans, LLC, or such other companies, entities or organizations with which PBG might have contractual relations.

“Client” shall mean an employer that is a participating employer or covered employee in any Benefit Plan or an individual, business or other group that purchases an Insurance Product.

“Office” shall mean the corporate offices of PBG as indicated on the signature page hereof.

### **ARTICLE 1: APPOINTMENT**

- 1.1 PBG appoints Representative as an “Independent Marketing Representative,” and Representative accepts this appointment, pursuant to and subject to the rights, licenses, duties, responsibilities, limitations and restrictions set forth under this Agreement. Representative understands and agrees that its appointment shall be as an independent contractor to PBG and not as a partner, co-developer, joint-venturer, or in any other capacity. Representative’s appointment shall be as described in Exhibit A (Description of Product and Territorial Appointment) annexed hereto and which shall be incorporated herein by reference.

- 1.2 Representative shall not market any Benefit Plans, Insurance Products or services hereunder to any Client or submit any business to PBG or receive commissions on such business in any state unless Representative is properly licensed in that state for the sale of Insurance Products.
- 1.3 The Representative's appointment under this Agreement applies in equal force to any company, corporation, agency, partner, or other organization or individual with which Representative may be affiliated.

## **ARTICLE 2: NATURE OF INDEPENDENT CONTRACTOR RELATIONSHIP**

- 2.1 Representative acknowledges that he/she/it is an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee, joint-venturers, co-developers or partners between PBG and Representative or any person employed by Representative or under Representative's supervision. Representative shall be solely responsible for its own debts and obligations, including taxes, and shall not, under any circumstances, hold itself out to be related to, in business with or an extension of PBG or its Affiliates. All expenses incurred by Representative in its performance of this Agreement shall be borne exclusively by Representative and not by PBG.
- 2.2 Representative is free to exercise independent judgment as to the persons from whom applications are solicited and the time, place, and manner of soliciting such applications or performing any other authorized act. Representative shall not be required to meet any minimum production requirements pursuant to this Agreement. Representative acknowledges that it may have the responsibility for paying self-employment or income taxes and that PBG treats Representative as an independent individual or entity for Federal tax or any other purposes.

## **ARTICLE 3: REPRESENTATIVE'S DUTIES & RESONSIBILITIES**

- 3.1 Representative can be considered solely as a "Referral Representative" for a Client he/she/it supplies PBG with a reasonably qualified and bona-fide client or customer for Services by way of written notice of the appropriate Potential Customer(s). PBG in its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Potential Customer. In the event PBG declines, for any reason, to enter into an agreement with any Potential Customer, PBG shall have no obligation to Referral Representative under this Agreement or otherwise with respect to such Potential Customer. In the event a referral of a Potential Customer is disputed among one or more Referral Representatives, finders or other persons, PBG alone shall determine which party, based solely upon who first provided it with written notice of such Potential Customer, is entitled to compensation, if any, with respect to such Potential Customer.
- 3.2 Representative shall use commercially reasonable efforts to solicit applications and complete all enrollment documents; collect initial enrollment fees, contributions, service fees, and premiums (where applicable); deliver applications, enrollment documents and all fees to the PBG office; avoid conflicts of interest; and generally cooperate with and advance the interests of PBG, Representative and Clients.
- 3.3 Representative has no authority to bind Insurance Product coverage or confirm Benefit Plan participation. All applications for insurance coverage and benefit plan enrollment must be approved by PBG or its Affiliate in its sole discretion before the insurance Product coverage or Benefit Plan participation becomes effective.
- 3.4 Representative shall be responsible for servicing the business written for Representative's Clients. "Servicing the Business" includes, but is not limited to the following:

- a. Representative shall read and become familiar with the provisions of all Insurance Products and Benefit Plans offered to Clients.
  - b. Representative shall ask all questions and correctly record all answers on all applications for insurance and Plan enrollment forms. Representative shall personally complete and immediately send such documents to the PBG Office.
  - c. Representative shall make available to PBG or its Affiliates, all information that comes into Representative's possession at any time concerning the underwriting of a risk or qualification for Insurance Product issuance or Benefit Plan participation.
  - d. After issuance of insurance policies or benefit plan enrollment, Representative shall continue to promptly and appropriately respond to Client servicing needs, which may include, but not be limited to, answering benefit related questions, facilitating benefit changes, upgrades, renewals, etc.
- 3.5 PBG may elect to provide training courses, seminars and materials for Representative to facilitate the performance of Representative's services as provided hereunder. All Insurance Product trainings shall be optional and Representative shall not be required to attend such trainings in connection with this Agreement. However, any such trainings and educational programs with regard to the Benefit Plans offered by PBG shall be required to the extent that PBG determines, in its sole discretion, to be reasonably necessary to enable Representative to properly market and represent the Plans offered.
- 3.6 Representative will respect the rights and interests of other persons representing PBG (whether PBG employees or Independent Marketing Representatives).
- 3.7 Representative shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, Representative shall not have authority to: (a) alter, waive or extend the time of payment of any fee, premium or contribution; (b) alter, waive, or forfeit any of the contractual rights, requirements, or conditions of PBG, its Affiliates or any insurance company; (c) alter, amend, terminate or interpret the provisions of any Insurance Product or Benefit Plan; or otherwise obligate PBG, its Affiliates or any insurance company in any way except as stated in this Agreement or otherwise specifically authorized in writing by PBG.
- 3.8 Representative shall comply with the requirements as set forth in those Exhibits, if any, that are annexed hereto and made a part of this Agreement.
- 3.9 Representative shall promptly notify PBG in the event (a) Representative's insurance license is revoked or suspended in any jurisdiction; (b) Representative or any individual directly associated with Representative is charged with committing any felony; (c) Representative is charged in a criminal court or by any regulatory body of committing any crime or act which involves fraud, deceit, misrepresentation or dishonesty; (d) Representative's E&O insurance is cancelled or lapses or any claim is made against such E&O insurance coverage; or, (e) Representative suffers any incapacity which prevents or limits his/her/its ability to perform duties under this Agreement.

#### **ARTICLE 4: PBG'S DUTIES & RESONSIBILITIES**

- 4.1 Representative's right to market PBG's Benefit Plans, products and services under this Agreement is non-exclusive and PBG shall have the right to appoint other Independent Marketing Representatives or to directly market and solicit Clients in the same territories in which Representative is entitled to market under this Agreement.
- 4.2 PBG may, in its sole discretion, furnish Representative with manuals, forms, records, marketing support, promotional material, underwriting and actuarial support, formal proposals, documents, practices, policies and procedures and any other materials or supplies (hereinafter "Materials") that

PBG deems appropriate. All Materials furnished by PBG shall remain the exclusive property of PBG. Representative shall not alter the Materials or use any Materials that have not been provided by insurance companies or PBG without the express written approval of the appropriate insurance company or PBG.

- 4.3 To the degree PBG determines to be appropriate, in its sole discretion, PBG shall make available to Representative the full resources of PBG's back office administrative and agency management resources and capabilities including but not limited to case design, sales support, case processing and underwriting support, and professional resources including sales and marketing professionals, attorneys, accountants, economists, actuaries, certified financial planners and health plan administrators, and will assist Representative in developing customized leads, sales and prospecting programs, designing, implementing and administering personalized employee benefit, executive compensation and risk reduction plans for business and governmental clients; and designing and implementing personalized, insurance, asset protection, wealth creation and wealth preservation strategies for individuals.
- 4.4 With regard to PBG's proprietary Benefit Plans, PBG has the exclusive right to prescribe, amend or modify all contracts, forms and provisions; contribution rates and amounts, enrollment or other fees, and to prescribe the rules, policies and procedures governing the enrollment, acceptance, renewal, rejection, or termination of benefit plan participation. PBG has the exclusive right to prescribe, withdraw or discontinue the marketing of any proprietary Benefit Plan, product or service and to prescribe, withdraw, discontinue or change any type of insurance policy or insurance carrier eligible to be marketed under such Benefit Plans

## **ARTICLE 5: INTELLECTUAL PROPERTY AND TRADEMARKS**

- 5.1 PBG and its Affiliates have invested significant financial and professional resources in the development of the proprietary Benefit Plans made available for marketing by Representative under this Agreement. As such, Representative agrees that PBG and its Affiliates have a trademark, service mark, copyright, patented intellectual property interest or similar legally enforceable intellectual property interest in all documents, descriptions, presentations, and information relating to the Benefit Plans, together with information relating to insurance product techniques, research and development programs and activities, technical information and data, in whatever form or media (including without limitation forms, documents, specifications, system designs, intellectual property, databases, presentations, strategies, structures, flow charts, screen formats, algorithms, and/or code). Representative will not use any such items, Benefit Plans or constituent elements for any purpose other than the marketing and offering of such Benefit Plans to Clients pursuant to the terms of this Agreement.
- 5.2 Representative shall not use any advertisements referring to PBG or its Affiliates without the prior express written approval of PBG. Notwithstanding the foregoing, PBG hereby grants to Representative, during the term of this Agreement, a non-exclusive, non-transferable, royalty free license and right to use PBG's "PBG" name, trademark, logo as well as crosshairs logo service mark (collectively and separately "Mark") solely for the purpose of performing its functions hereunder. Prior to any use or distribution of PBG materials, including, but not limited to, business cards, stationary, marketing materials, visual aids and other such items, Representative shall submit such proposed use or distribution to PBG for its review and approval to be granted or withheld in PBG's sole and absolute discretion. Representative shall include on Materials containing the Mark, all appropriate legal notices regarding the Mark and PBG's ownership thereof. Under no circumstances, for any reason, shall Representative represent on such Materials or in conjunction with such Mark, that Representative is anything other than an independent contractor for PBG. Representative further agrees that it has no intellectual property or other proprietary rights in or to the Mark, that it does not by virtue of this Agreement or any other mechanism or efforts on his/her/its part acquire any intellectual property or other property rights in or to the Mark, and that all such rights are owned exclusively by PBG. Representative shall not, in any way, dispute PBG's exclusive right to the same,

and agrees that all use thereof by Representative inures solely and exclusively to PBG's benefit. Representative shall not remove, destroy or in any way alter any copyright, trademark or other proprietary notices or markings on any materials provided to Representative by PBG. Upon termination of this Agreement for any reason, Representative shall immediately cease from using the Mark in any manner and for any purpose, and shall promptly return to PBG all Materials in its possession containing such Marks at the time of such termination.

## **ARTICLE 6: COMPENSATION**

- 6.1 Following the commencement of the sale of Benefit Plan(s) or Insurance Product(s) to the referred Client, Representative shall be entitled to compensation as agreed to as set forth on Exhibit B or in a separate writing by and between Representative and PBG. Representative shall not be entitled to any payment from PBG except as specifically provided in such Exhibit B or separate writing.
- 6.2 Unless specifically agreed otherwise in writing, PBG (or its Affiliate) shall be deemed the Agent of Record with regard to any Insurance Products placed in any proprietary Benefit Plan, whether herein identified or hereafter developed, for so long as such Clients are participants in the Plan(s). Representative and PBG shall have joint property rights in any commissions earned with regard to any Insurance Products sold by Representative and such joint property rights shall continue in renewal commissions following termination of this Agreement. Representative and PBG will share in any insurance commissions at the times and in the amounts agreed.
- 6.3 If any insurance application is rejected or any insurance contract is cancelled or defaulted on, in whole or in part, for any reason, before the expiration of the contract period, both Representative and PBG shall each be liable for any insurance company charge backs of commission on a pro rata basis in proportion to the manner in which commissions were initially shared. In the event an insurance company should make an overpayment of commissions to either Representative or PBG, which overpayment does not affect the amount of commissions to which the other party was entitled or paid, the amount of such overpayment shall be repaid to the insurance company only by the party receiving such overpayment.
- 6.4 Representative shall not be entitled to any compensation for services rendered under this Agreement except as agreed to in conjunction with this Article 6. Unless otherwise agreed by the parties in writing, commissions for all Insurance Products sold pursuant to this agreement shall be payable by the insurance companies to PBG which shall remit Representative's share to Representative within thirty (30) days of receipt of such commissions from the insurance companies.
- 6.5 If the Representative does not fulfill their obligations described in Article 3, the Representative's compensation shall only continue through the end of the Client's current coverage period. Effective the renewal date the Representative shall no longer be associated with the Client.

## **ARTICLE 7: TERM AND TERMINATION OF AGREEMENT**

- 7.1 This Agreement shall be for a term of one (1) year commencing on the Effective Date. This Agreement will automatically renew for additional one (1) year terms, unless either party gives notice of non-renewal within ten (10) days prior to the end of the term. In the event this agreement is terminated for non-renewal, the Parties shall continue to have a joint property right in all future commissions received on account of Insurance Products placed with Clients.
- 7.2 This Agreement and/or Representative's joint property rights in Clients and commissions shall continue unless otherwise terminated in accordance with one of the provisions identified below:
  - (a) *Termination for Cause.* PBG may effect an immediate termination of this Agreement upon notice to Representative and revoke all property rights in Clients and commissions if one of the following conditions occurs:

1. Representative's insurance license is revoked or suspended in any state by a regulatory authority or a court of law.
  2. Representative defrauds or attempts to defraud any Client, insurance company, PBG or an Affiliate.
  3. Representative makes any materially false statements or representations to any Client, prospective Client or any other person regarding PBG or its Affiliates or any Insurance Product or Benefit Plan.
  4. Representative seeks or attempts to induce any Client: (a) to make a false or misleading statement on any Insurance Product application or Benefit Plan enrollment forms; (b) to discontinue payment of any premiums or contributions; or, (c) to terminate or withdraw from any Benefit Plan.
  5. Representative is charged with committing a felony or is charged in a criminal court or by any regulatory body of committing any crime or act which involves fraud, deceit, misrepresentation or dishonesty. In such an event commission payment will be suspended pending final adjudication of the charges. If the charges are adjudicated in Representative's favor any suspended commission payments will be paid and future commission payments will resume. If the charges are adjudicated and upheld with a finding against Representative this Agreement and Representative's property interest in Clients and commissions shall be terminated and such suspended payments will be forfeited.
- (b) *Termination Without Cause.* This Agreement may be terminated by either Party upon receipt of a 30-day written notice of his/her/its intent to terminate this Agreement without cause mailed, return receipt requested, or otherwise sent via trackable private delivery service to the other Party at such Party's last known address. Upon such a termination Representative shall continue to have a property interest in Clients and commissions for so long as Representative continues to Service the Business as set forth in Section 3.3.
- (c) *Termination Due to Incapacity.* Where Representative is an individual, PBG may terminate this Agreement immediately upon Representative's death or incapacitation. "Incapacitation" shall be defined as the inability to fulfill the terms and obligations of this Agreement and shall be determined at the sole discretion of PBG. In the event of death or incapacitation, commissions shall be payable to Representative's designated beneficiary or payee, to the extent permitted by law, for a period of one year following the date of death or incapacitation.
- 7.3 Except as otherwise provided in Section 7.2(a), the termination of this Agreement will not affect any claim or right that either Party may have against the other. PBG retains the ability to pursue the recovery of any and all damages caused by Representative's breach of any provision of this Agreement.
- 7.4 If termination is affected by a *Termination Without Cause* as described under Section 7.2(b), nothing in this agreement shall prohibit payment of earned and future commissions as if such a termination had not occurred. If termination is effected by *Termination for Cause* under Section 7.2(a), then Representative forfeits its entitlement to any subsequent commissions due from any insurance contract placed with respect to any Client in a Benefit Plan, and consents that PBG or its Affiliate may replace Representative as the sole Agent of Record with respect to any such Insurance Products. Representative acknowledges that this forfeiture provision is fair and reasonable and shall constitute liquidated damages as a result of such a *Termination For Cause*.

- 7.5 In the event of expiration or termination of this Agreement: (a) Representative will not act or represent itself in any way as a representative of any Benefit Plan, PBG or its Affiliates; (b) neither Party shall make any defamatory comments, remarks or statements regarding the other Party; (c) neither Party shall interfere with the other Party's business relations.
- 7.6 Within ten days of the expiration or termination of this Agreement, Representative will return to PBG all property belonging to PBG, including, but not limited to, all Materials, customer lists and other records of PBG business.

## **ARTICLE 8: REPRESENTATIONS, APPOINTMENT AND INDEMNIFICATIONS**

- 8.1 Representative represents that he/she/it is a currently licensed insurance agent, producer or broker for life, accident, disability and other forms of insurance which Representative may place in connection with any Benefit Plan or Insurance Product, in any state in which Representative does business. Representative shall provide PBG proof that said license(s) are active by submitting a copy of current license to PBG upon request.
- 8.2 Representative shall be responsible, at Representative's own cost and expense to comply with any licensing, continuing education and insurance company appointment requirements and shall promptly notify PBG in the event of any lapse, suspension or revocation of any such license, educational requirements or appointments. PBG may terminate this Representative Agreement immediately and without prior notice if Representative fails to maintain proper licensure or if Representative violates any insurance or other law or regulation applicable to him/her as an insurance Representative.
- 8.3 Representative represents that he/she/it maintains Errors & Omission coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and in the aggregate at all times during the term of this Agreement, and shall provide documentation of such to PBG upon request.
- 8.4 Representative shall indemnify and hold PBG and its Affiliates, their directors, officers, employees, Representatives, and affiliated companies harmless from and against any and all claims, lawsuits, demands, liabilities, charges, judgments, settlements, costs, penalties, and expenses of whatever kind or nature that either may sustain or incur at any time and arising in any manner out of any wrongful act, error, or omission by the Representative. Representative shall also be liable for the costs and attorney's fees that PBG or its Affiliates actually incur in defending itself against any such claims, demands, or lawsuits.

## **ARTICLE 9: MISCELLANEOUS**

- 9.1 *Entire Agreement and Amendments.* This Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between PBG and Representative. No modification of this Agreement will bind PBG unless it is made in writing and executed by an Officer of the Company. PBG shall have the sole right to amend this Agreement and any riders, attachments, exhibits or schedules. All amendments to this Agreement except amendments to Compensation or Plan Specific Riders shall be in writing and shall become effective thirty (30) days after the mailing of written notice of the amendment to Representative's last known address. Amendments to Compensation and Plan Specific Riders shall become effective immediately upon execution by PBG.
- 9.2 *Assignment.* Representative shall not in any way sell, assign, or pledge any interest, entitlement, payment, or duty arising under this Agreement.
- 9.3 *Arbitration.* PBG and Representative agree that any controversy arising out of or related to this Agreement, or to the alleged breach of this agreement, shall be settled by arbitration in accordance with the commercial rules then pertaining of the American Arbitration Association, in Chicago,

Illinois, and that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 9.4 Waiver. Failure by PBG to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by PBG to sign such waiver.
- 9.5 Notices. Any notice required or permitted under this agreement shall be given in writing, to the other party, by hand, via facsimile, via certified mail, return receipt requested, postage prepaid, or via registered mail. Notices to PBG and Representative shall be sent to their respective addresses as set forth on the signature page hereof.
- 9.6 Third-Party Beneficiaries. This Agreement is not intended to create any third-party beneficiaries or to confer any rights on any person other than PBG, its Affiliates and Representative.
- 9.7 Excuse of Non-Performance. Neither PBG nor Representative will have violated this Agreement if it is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, acts of God, acts of war or terrorism, acts of public enemy, flood, storm, strikes, or regulatory agencies.
- 9.8 Notice of Address Change. Representative is responsible for providing the PBG Office with a current business and mailing address as they change. Business address shall include Street or Rural Route number and Post Office Box number if applicable. Post Office Box numbers alone are not acceptable.
- 9.9 Survival. The provisions of Articles 2, 5, 6 and 9 (in their entireties) as well as Sections 3.3, 3.6, 3.7, 3.9, 7.4, 7.5 and 8.4, as well as any Exhibits to the degree applicable, shall survive the expiration or termination of this Agreement for any reason and under any provision hereof.
- 9.10 Time is of the Essence. The Parties expressly agree that time is of the essence for all purposes under this Agreement, including but not limited to performance of each Party's respective duties and obligations hereunder.
- 9.11 Severability. If any provision of this Agreement is held invalid for any reason, the remainder of this Agreement shall not be affected thereby.
- 9.12 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws provisions thereof, and the state and federal courts located in that state shall have exclusive jurisdiction over the parties for the purposes of adjudicating all disputes that may arise under this Agreement. Representative hereby waives all objections to venue and personal jurisdiction in those forums for such disputes. This Section 9.12 shall not be construed as waiving, limiting or defeating the Arbitration provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the Parties have caused this Agreement, including any Exhibits hereto, to be executed on the date first written above regardless of when signed.

\_\_\_\_\_

**PRECISE BENEFIT SERVICES, LLC**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

501 S Towanda Barnes Rd. Suite 3  
Bloomington, IL 61705

**Counter Signed:**

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## EXHIBIT A

### Description of Project, Product, Territorial Appointment and Compensation

Unless specifically limited in this Exhibit, which is incorporated into the Agreement by reference, Representative is appointed pursuant and subject to the rights, licenses, duties, responsibilities, limitations and restrictions set forth under the Agreement as a nonexclusive Independent Marketing Representative to market, sell and service any and all Benefit Plans and Insurance Products as described more specifically below.

This Exhibit A is dated as of June 14, 2019 (the "Appointment Effective Date"), and its provisions regarding the Services and Fees will be incorporated and attached to the Independent Marketing Representative Agreement (the "Agreement") by and between Precise Benefit Services, LLC and ("Company") and \_\_\_\_\_ ("Representative"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit A will be deemed an Exhibit and addendum to and part of the Agreement and subsequent similar exhibits or statements of work that are executed by both parties in substantially the same form also will be incorporated and attached hereto as a part of this Exhibit A. In the event of any conflict or discrepancy between the terms or provisions of the Agreement and this Exhibit, the terms and provisions of the Agreement shall control and govern. Any term used herein that is defined in the Agreement shall have the same meaning in this Exhibit as it has in the Agreement.

1. Services – Broker and General Agent Services. Representative has the non-exclusive authority to represent Precise Benefits Group and VAULT products, including, but not limited to, the Oakleaf/The Alliance direct to employer benefits plans. These plans can be marketed to employers with two or more employees and are subject to underwriting approval. Representative may engage the services of other licensed individuals and entities in this endeavor, with the condition that they are bound by agreement to Representative and/or Company with no less restrictive terms than are included in the Agreement and this Exhibit.
2. Fees – The total compensation for these services is limited to commission payments or Per Employee Per Month (PEPM) marketing fees. Each sale may carry a slightly different commission or PEPM depending upon what the market will tolerate and the impact on product pricing. The compensation for each sale transaction will be defined during the proposal process and memorialized as an amendment to this Exhibit. Generally, sales that are subject to commission distribution (less than 50 employees) will typically pay no less than 5% commission on total level funded employer monthly payments. Generally, sales are that subject to PEPM distribution (more than 50 employees) will pay no less than \$25 PEPM.
3. Identified Restricted Contacts (customer/broker/agent/network or Information) – There are no restricted contacts.

\_\_\_\_\_  
**PRECISE BENEFIT SERVICES, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

**Counter Signed**

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