

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT, (the “Agreement”) is entered into as of the day of _____, 20__ (“Effective Date”) by and between Essential Benefit Administrators, located at 111 Main St., Suite 1, Newport Beach, CA. 92661 ("EBA"), and _____, located at _____ (the “Consultant”) (collectively known as the “Parties”).

WITNESSETH

WHEREAS, the Consultant desires to submit qualified potential Clients to Essential Benefit Administrators as a Consultant.

WHEREAS, if a qualified potential Client introduced to Essential Benefit Administrators, by Consultant directly, shall use the services of Essential Benefit Administrators, Consultant shall receive compensation as provided in Exhibit A.

In consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

NOW, THEREFORE, it is hereby mutually agreed by the Parties as follows:

- 1) **Description of Services to be performed by Consultant.** Throughout the term, Consultant shall provide the following services (“Services”) as marketing representative of Essential Benefit Administrators.
 - a. Consultant shall use best efforts to promote Essential Benefit Administrators;
 - b. Consultant shall abide by policies set out by Essential Benefit Administrators as communicated to Consultant by EBA;
 - c. Consultant shall furnish any information that Essential Benefit Administrators may require for completion of the application process;
 - d. The use of the services of Essential Benefit Administrators shall be in the sole and absolute discretion of Essential Benefit Administrators. No act of Consultant shall be binding on Essential Benefit Administrators;
 - e. Consultant shall have no authority to assign any losses or adjust any losses on behalf of Essential Benefit Administrators;
 - f. Consultant shall work with third parties on behalf of Essential Benefit Administrators for the benefit of procuring meetings, and acquiring using the services of clients in Essential Benefit Administrators.

2) Termination Events. This Agreement shall be for the Term, subject to the following termination events (“Termination Events”).

- a. Consultant commits an act of fraud against Essential Benefit Administrators;
- b. Consultant or Principal discloses or exploits Confidential Information outside the scope of this Agreement;
- c. Consultant materially breaches this Agreement;
- d. Consultant or Principal thereof is convicted in a court of competent jurisdiction of any felony offense or misdemeanor offense that adversely affects Consultant’s ability to carry out Consultant’s obligations hereunder;
- e. If Consultant is individual, the death of Consultant;
- f. The bankruptcy of Consultant;
- g. Upon termination of Essential Benefit Administrators.

Upon any termination, pursuant to Section 3 unless otherwise provided or prohibited by Law, Essential Benefit Administrators shall pay to Consultant as full and final satisfaction of the terms of this Agreement, Compensation attributable to the Consultant fee up to the date of termination of this Agreement, and Consultant shall have no further claims against Essential Benefit Administrators for Compensation or any other losses.

3) Independent Contractor. Consultant is an independent contractor of EBA, and EBA shall not have direction or control over the manner of performance of Consultant’s obligations hereunder.

4) Confidentiality.

- a. Throughout the Term and for a period of two (2) years after the Termination Event, Consultant shall not disclose the Confidential Information to any Person. In perpetuity, Consultant shall not disclose the EBA Trade Secrets to any Person.
- b. While in possession or control of Confidential Information, or any Media embodying same, Consultant shall take reasonable efforts to keep such Confidential Information reasonably inaccessible from Persons who, in Consultant’s best knowledge, are not otherwise authorized to view the Confidential Information.

5) Records. Consultant shall keep full and accurate records of all work performed under this Agreement. All records, content, computations, charts, reports, and other documentation made in the course of the work performed hereunder shall at all times be and remain the sole property of EBA. Consultant shall turn over to EBA all copies of such documentation within (7) days of a written request by EBA. Consultant shall return all Media materials to EBA.

6) Non-Competition. Consultant represents, warrants and covenants that for a period of two (2) years following a Termination Event, Consultant shall not directly or indirectly solicit or assist another to solicit any client of EBA; provided, however, Consultant shall be free to solicit any of Consultant’s Originated Clients. Consultant acknowledges that the provisions of this section are

reasonable in light of the legitimate business needs of EBA, and that Consultant will be able to earn a living and will not be unduly burdened by the restrictions on future earnings imposed hereby.

7) Indemnification.

- a. EBA shall indemnify Consultant and hold Consultant harmless from and against all Claims, Obligations and Losses which Consultant may ever suffer or incur or have asserted against it on account of or in connection with the violation by EBA of this Agreement; provided, however, that Essential Benefit Administrators shall not be obligated to indemnify Consultant or hold harmless Consultant from and against any losses to Consultant that resulted on account of Consultant's willful misconduct, negligence or violation of Law.
- b. Consultant shall indemnify Essential Benefit Administrators and hold Essential Benefit Administrators harmless from and against all Claims, Obligations and Losses, which Essential Benefit Administrators may suffer or incur or have asserted against Essential Benefit Administrators on account of Consultant's breach of this Agreement, act outside the scope of this Agreement, willful misconduct, negligence or violation of Law, provided, however, that Consultant shall not be obligated to indemnify Essential Benefit Administrators or hold Essential Benefit Administrators harmless from and against any Losses to Essential Benefit Administrators that occur on account of EBA's willful misconduct, negligence or violation of Law.

8) Equitable Relief. Consultant acknowledges and agrees that any violation by Consultant of Sections 6-10 shall cause irreparable injury to EBA and shall entitle EBA to extraordinary and equitable relief by a court of competent jurisdiction, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

9) Notices. Any notices given hereunder shall be in writing and shall be delivered in person or mailed by first class mail, postage prepaid, addressed to the parties, or mailed to such other addresses as the intended recipient may designate by notice given in like manner, and any such notice, shall be deemed to have been given when delivered in person or when received if mailed as aforesaid. No notice shall be effective until actually received, unless the intended recipient fails to maintain, or fails to notify the other Party of any relevant change of its name, or address, in which case notice shall be effective when sent in accordance with this Section 11.

10) Assignment. Neither this Agreement nor any right, benefit or obligation conferred or imposed hereunder is assignable in whole or in part, whether by operation of law or otherwise, by either party hereto without the prior written consent of the other party; provided, however, that either party may make such an assignment to a corporation which controls, is controlled by, or is under common control with the assigner.

11) Law to Govern. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Arizona.

12) Entire Agreement. All prior negotiations and agreements between the parties hereto relating to the subject matter hereof are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, except as

such may be modified in writing concurrently herewith or subsequent hereto, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

- 13) **Waivers.** The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any other right under this Agreement.
- 14) **Captions.** The captions of the several sections of this Agreement are inserted solely for convenience of reference, and are neither a part of nor intended to govern, limit or aid in the construction of any term or provision hereof.
- 15) **Ownership of the Business.** Consultant recognizes the ownership by Essential Benefit Administrators of the business covered in this Agreement, including the use and control of expirations. Consultant further agrees that all books, records, list of names, journals, ledgers, computer programs, specialized software and any other recorded information developed specifically in connection with the administration of Clients shall remain the property of EBA.
- 16) **Disputes and Remedies.** Any and all disputes between the Parties which cannot be resolved informally shall be resolved by means of binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to its attorney's fees and cost.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the date first above written.

Consultant:

Essential Benefit Administrators
111 Main Street, Suite 1
Newport Beach, CA 92661

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SCHEDULE 1 DEFINITIONS

“Claim” shall mean any demand, complaint, request for redress, assertion of a cause of action or other claim whatsoever.

“Client” shall mean a Person using the services of Essential Benefit Administrators.

“Confidential Information” shall mean all the Content relating to, used in or arising out of Essential Benefit Administrators’ business, finances or other operations and held by, owned, licensed, or otherwise possessed by EBA (whether held by, owned, licensed, possessed or otherwise existing in, on or about EBA’s Premises or Consultant’s offices, residence(s) or facilities and regardless of how such Content came into being, as well as regardless of who created, generated or gathered the Content, including without limitation all Content relating to a Originated Client), including, without limitation, all Content contained in, embodied in (in any Media whatsoever) or relating Essential Benefit Administrators’ ideas, creations, works of authorship, business documents, Contracts, licenses, business and non-business relationships, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and Originated Client lists and data, sales data, cost data, profit data, loss history, strategic planning data, financial planning data, designs, logos, motifs, proposed trademarks or service marks, service literature, service concepts, sales techniques, process data, specification data, know how, show how, software, databases, research and development information and data. All provisions protecting “Confidential Information” in this Agreement shall be deemed to protect “EBA Trade Secrets” as well, but references to “EBA Trade Secrets” shall not be deemed to automatically refer to “Confidential Information.”

“Content” shall mean all material, information, manuals, teaching materials, creative works, documents, matter, text, software, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including, without limitation, all compilations of the foregoing and all results and/or derivations of the expression of the foregoing.

“Contract” shall mean all agreements, contracts, understandings, undertakings, obligations, and other documents or matters where there is or was an agreement to be bound.

“Disclose” shall mean disclose, disseminate, transmit, publish, distribute, make available or otherwise convey.

“Exploit” shall mean to use, make, sell, or otherwise exploit in any manner whatsoever (through any means now known or hereafter Developed).

“Intellectual Property” shall mean all foreign, federal, state and common law trademarks, service marks, domain names, Internet path names and addresses of whatsoever nature, trade dress, copyrights, know-

how, show-how, mask works, software, proprietary data, strategic plans, financial data, Trade Secrets, all other intangible assets of whatsoever nature and all applications for registration and/or issuance with respect to all the foregoing and whether or not any of the foregoing is registerable.

“Laws” shall mean all constitutional, statutory, regulatory, common law and other ordinances and authoritative interpretations of same promulgated by the jurisdiction with power over the relevant Person and subject matter.

“Losses” shall mean any and all costs, expenses, fees (including, without limitation, attorneys', accountants', investigators', witnesses' and professionals' fees), charges, expenditures, liabilities, damages and other losses of whatsoever nature.

“Media” shall mean print, document-based medium, television, facsimile, telex, telephone, radio, satellite, cable, wire, computer-based network, network, magnetic means, optical means, electronic means, Internet, intranet, software, compact and laser disc, digital video displays, video cassettes, and multi-media and any other method (now known or hereafter Developed) for the publication, retention, conveyance, possession or holding of Content.

“Originated Client” shall mean a Client for which the consultant is the “procuring cause.”

“Person” shall mean any natural person, corporation, Limited Liability Company, limited partnership, partnership trust, association, organization or other entity of whatsoever nature.

“Procuring Cause” shall mean the uninterrupted series of unbroken events that leads to a successful origination of client in Essential Benefit Administrators.

“Renewed Originated Clients” shall mean, collectively, each client using the services of Essential Benefit Administrators that is an Originated Client after the first year of such Originated Client’s use of EBA.

“Term” shall mean the in perpetuity commencing on the Effective Date, subject to the Termination Events.

“Trade Secrets” shall mean all methodologies, pricing strategies, marketing approaches and other Confidential Information that EBA reasonably informs (whether orally or in writing) the Consultant is a trade secret, as well as other Confidential Information reasonably the subject of trade secret protection under relevant and applicable state Laws (including, without limitation, the Uniform Trade Secrets Act, as promulgated from time to time in Arizona).

EXHIBIT A
COMPENSATION SCHEDULE
2017

As consideration for the Services of the Consultant, for so long as Consultant remains as such for client, client uses the services of Essential Benefit Administrators, and this Agreement has not been terminated:

Originated Clients Procured by Consultant.

In the event the consultant sells an Essential Benefit Administrators Program for more than the base price, the consultant shall receive the additional amount as a fee for the term on the policy for every individual of the Originated Client for whom the Originated Client purchases a Essential Benefit Administrators Program.

All deviations from the base price of an Essential Benefit Administrators Program must be approved by EBA in writing.

EBA reserves the right to change the base price of any Essential Benefit Administrators Program as EBA deems appropriate.



Appointment Application

Name of Agency: _____ Date: _____

Contact Name: _____

Telephone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Agency Structure Information

Corp: _____ LLC: _____ Partnership: _____

Year Established: _____ Tax ID #: _____

Total Agency Premium: \$ _____

% Commercial: _____ % Personal Lines: _____



Business Demographics

Do you have a target market class or industry you specialize in? Select One

If so, please describe below:

Class: _____ # of Accounts of 50 EE: _____

Class: _____ # of Accounts of 50 EE: _____

Class: _____ # of Accounts of 50 EE: _____

Class: _____ # of Accounts of 50 EE: _____

Total # of Accounts of 50 EE: _____

Are you an MGA or General Agent of any insurance programs? Select One

Sales Presentation Format

Will our sales personnel be allowed to participate in sales calls on quoted business? Select One

Will our sales personnel be allowed to train your staff? Select One

Agency Employee Data

Total # of Employees: _____ # of Sales Reps: _____ # of Administrative Staff: _____



Key Producers

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Agency Principals

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Benefits Department

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Applicant Name (Printed): _____

Signature of Applicant: _____

Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Essential Benefit Administrators. And related companies that constitute an insurance facility known as a Self-Directed Insurance Trust, these companies shall be referred to collectively as EBA ("Disclosing Party") and _____ ("Receiving Party") (collectively known as the "Parties") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

WHEREAS, The Parties agree to enter into a business relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

NOW, THEREFORE, it is hereby mutually agreed by the Parties as follows:

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Any Confidential Information transmitted orally, and stated as such at time of transmission shall be deemed Confidential Information. Confidential information to include:
 - a. EBA marketing materials; including but not limited to, audio/video recordings, instructional videos, flyers, brochures, and spread sheets;
 - b. EBA websites, including but not limited to; webinars, seminars, and conference calls;
 - c. Structure, implementation, and creation; including but not limited to; stop loss policies, self-insured retention rates, and contractual liabilities policies.

- 2. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall reasonably restrict access to Confidential Information to employees, contractors, and third parties not necessary to pursue the benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- 3. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no

longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

4. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
5. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
6. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
7. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

WHEREFORE, This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party: Essential Benefit Admin Receiving Party: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Dated: _____ Dated: _____

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 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 generally 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 <i>How to get a TIN</i> on page 3.																																																																							
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	Social security number																				-				-						or										Employer identification number																				-									
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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. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.