

The information contained in this form is used for contact information needed by WIMG.

The recruiting agent/manager or agency needs to complete this sheet and attach it to the contracting paperwork or FAX it to ALLIED

Brokerage Services. The FAX number is (816)412-8678

Agent/Agency Name:

Address:

City:

State:

Zip Code:

1. **Home Phone #**

2. **Office Phone #**

3. **Fax #**

4. **Cell Phone #**

5. **Pager #**

6. **E-Mail Address**

7. **Resident License#**

State:

8. **Non-Resident States:**

9. **Person Responsible for Receiving the Billing statements:**

10. **E-Mail Address Where Notifications Can Be Sent::**

11. **Requested Password:**

If applicable, include a FAX copy of the insurance license and E&O coverage.

WIMG Inc., Representation Agreement

Agreement made this date _____ day of _____, 20_____, by and between _____, an independent Representative/Agency, hereinafter known as "Representative, Agent, or Agency", and WIMG Inc., hereinafter known as Principal:

RECITALS:

Principal serves as the Broker of Record and administrator for the Self-Employed Benefits Association of America (SEBA), and the Consumer Driven Benefits Association of America (CDBA), hereinafter individually and jointly referred to as the "Association". Enrollment as a dues paying member of the Association entitles the member and eligible lawful dependents; hereinafter referred to as "Members", to access the Association's personal, health care, supplemental insurance, and business benefits; hereinafter any or all referred to as the Association "Membership Benefits" or "Program".

Principal desires to engage "Representatives" to enroll members into the Association to receive the benefits of the Program.

Representative desires to solicit members into the Association to receive the benefits of the Program in return for a specified commission.

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

1. APPOINTMENT, TERM AND TERMINATION

1.01 Principal appoints Representative as a non-exclusive enrollment representative on an independent contractor basis, for the purpose of soliciting members to enroll into the Association and receive the benefits of the Program for the term of this Agreement, subject to termination in accordance with the provisions outlined herein.

1.02 This Agreement shall be in full force and effect for a period of one (1) year from and after the date first written above, and shall thereafter automatically renew for additional periods of one (1) year each, unless earlier termination in accordance with the provisions outlined herein.

1.03 This Agreement may be terminated by either party without cause upon service of sixty (60) days' written notice to the other party, in the manner required for notices as outlined herein.

1.04 Principal may terminate this Agreement for cause, to take effect immediately upon notice to Representative. For the purpose of this Agreement, cause shall include, but not limited to:

- (a) Any non-performance or breach of the obligations of Representative under this Agreement, including but not limited to the failure of Representative to submit a minimum of one application for enrollment per month into the Program as required under Paragraph 2.01 herein (except that the Agreement shall automatically terminate, without necessity of notice to Representative, should Representative fail to maintain the minimum number of new applications submitted to Principal);
- (b) The conviction of Representative of a crime involving moral turpitude;
- (c) Theft or embezzlement by Representative of property belonging to Principal;

- (d) The failure of Representative to follow Principal's rules and procedures for soliciting members into the Association;
- (e) Commission of any other willful or dishonest act with the intent to injure the Principal in its public relations or in its relationship with the insurance carriers and other vendors used in the Program;
- (f) Failure to maintain any necessary licenses and appointments to solicit the Principal's products in the states in which Representative operates, whether resident or non-resident; or,
- (g) Failure to comply with the Advertising and Telephonic Equipment Guidelines established by the Association and attached to and made a part of this agreement as Attachments 1 and 2.

2. DUTIES, RESPONSIBILITIES AND SCOPE OF AUTHORITY

2.01 Representative shall use its best efforts in soliciting and enrolling new members into the Program.

2.02 Representative shall be responsible for submitting all membership enrollment applications used by the Association immediately upon being written to Principal.

2.03 In soliciting and enrolling new members into the Association, Representative, as trustee for Principal, shall collect all initial enrollment fees and fees as required by the Principal, and shall forward such fees immediately to Principal.

2.04 In soliciting and enrolling new members into the Association, Representative shall assist prospective members in completing the membership enrollment application and shall immediately forward all information to Principal. For the purpose of this Agreement, immediately is defined as soon as possible to allow enough time for the new member to receive the earliest effective date possible.

2.05 In performing its duties and obligations hereunder, Representative shall be responsible for maintaining its office(s), staff, equipment, supplies and other overhead necessarily incurred, as its own expense.

2.06 Representative shall bear the responsibility for compliance with all statutes, rules and regulations regarding of solicitation and enrollment of members into the Association or the Program.

2.07 Representative shall coordinate with Principal in the performance of Representative's duties and obligations under this Agreement.

2.08 Representative shall have no authority whatsoever to bind Principal to any contractual obligations or agreements, nor shall Representative have the authority to alter or amend any agreements between Principal and any other party, without the prior written consent of Principal.

2.09 The individual insurance companies of the Program reserves the sole and exclusive authority for accepting and underwriting any and all applicants submitted into the Program solicited by Representative.

2.10 In soliciting members for Principal, Representative shall use no advertising or solicitation materials unless Principal has approved such materials in writing prior to their use by Representative as detailed in Attachment 1 of this Agreement.

2.11 If members are enrolled via telephonic sales, all telephone sales will be taped and verified by voice verification similar to the approved Association Telephonic Voice Verification script.

3 COMPENSATION

3.01 **Commissions earned:** Representative shall be compensated for performance of duties and responsibilities under this Agreement according to the terms of this Agreement as set forth in the commission schedule attached as Amendment 1.

3.02 **Commissions shall not be owed or paid:**

- (a) On collected premiums that are subsequently returned by the Association, member cancellations, or member terminations by the Association;
- (b) On unearned or unpaid fees or on reinstatement fees, or premiums waived according to the Association's rules and regulations on earned, advanced, and vested commissions; or,
- (c) On extra \$50.00 Doctor's Office Visit reimbursements added to the basic membership levels.

3.03 **Vested Commissions:**

(a) Subject to the provisions of the Agreement, all commissions are vested after the agent, agency, or representative has a minimum and retains a minimum of five (5) active members in the Association.

(b) Any and all vested commissions forfeited by Representative's sub-agents under Termination for Cause as described in paragraph 1.04 shall be transferred to and payable to Representative, providing the Representative is in good standing pursuant to the terms and conditions imposed by the Association.

(c) Association commissions are vested after the Representative meets the minimum number of applications (see 3.03 (a) required to earn a minimum of \$25.00 per month in commissions. An earned commission of \$25.00 per month is required for payment.

(d) Forfeiture: If this Agreement is terminated without cause but the Principal discovers that during Representative's tenure with the Principal or afterwards that the Representative has committed any of the acts described herein, then Representative shall forfeit to the Principal all right, title and interest in any compensation under this Agreement. Forfeiture under this paragraph shall not constitute a waiver or an election by the Principal to forego any claim it may have against Representative.

3.04 Compensation (commissions) owed to Representative shall be paid directly by the Principal in accordance with this agreement and the commission schedule of the Representative attached as Amendment 1.

3.05 Renewal commissions shall be paid to Representative directly by Principal by the tenth of every month that earned commissions are due according to this agreement.

3.06 Compensation shall be paid in accordance with Amendment 1 (Agent Commission Schedule) of this Agreement.

4. PROPERTY RIGHTS OF THE PARTIES

4.01 The parties agree to keep the terms and conditions of the Agreement confidential.

4.02 Representative shall have access to exclusive software and marketing materials that Representative acknowledges are the creation and exclusive property of Principal or the Association. Representative agrees to pay WIMG Inc. the sum of \$5,000 in damages for each and every breach of this covenant of good faith, regarding dissemination of any materials provided by Principal for the marketing of the Program.

4.03 Representative agrees that, upon termination of this Agreement, it shall return all materials and information referenced herein immediately and without demand to Principal or Principal's designated representative.

4.04 Representative agrees that, during the term of this Agreement and for a period of twelve (12) months immediately following the termination of this Agreement, it may not, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the members of Principal or the Association, either for Representative or for any other person, firm, association, corporation, or other entity; or, for the purpose of interfering or attempting to interfere with the relationships between such persons and Principal.

EXCEPTION: If the writing agent has a better product to offer the member, permission is granted to move the member to the better plan.

4.05 Representative agrees and acknowledges that any violation or threatened violation of any of the provisions of this Article 4 would cause irreparable damage to Principal, incapable of measuring in monetary terms. Therefore, should Representative violate or threaten to violate any of the provisions of Article 4, Principal shall be entitled to an injunction enjoining such violation or threatened violation. This remedy is in addition to, and not in lieu of, any other remedies available hereunder. In the event any action, suit or other proceeding at law or in equity is brought to enforce the covenants contained in this Article 4, or to obtain monetary damages for the breach thereof, and such action results in an award of judgment for monetary damages and/or the granting of an injunction in favor of Principal, Principal shall also be entitled to recover all expenses, including reasonable attorney's fees and court costs, in such action, suit or proceeding.

4.06 In addition to all other remedies herein, should Representative violate any of the provisions of Article 4, Representative shall not be entitled to receive any compensation to which Representative would have been otherwise entitled under this Agreement.

4.07 Representative shall ensure to the best of his/her ability that all of its employees, sub-agents and sub-representatives under its direction and control shall be subject to the terms of Article 4.

5. GENERAL PROVISIONS

5.01 This Agreement and the exhibits attached hereto represent the entire Agreement between the parties and supercede any and all previous Agreements, whether oral or written, between Principal and Representative which from the date of this Agreement, shall be of no further force or effect.

5.02 This Agreement cannot be amended except in writing signed by an authorized representative of Principal and Representative; however, Principal may unilaterally revise the requirements of paragraph 3.01 by giving Representative sixty-day (60) notice in writing. Any such revisions shall be deemed as amendments to this Agreement.

5.03 Representative cannot assign this Agreement without the prior written consent of Principal. Any attempt to assign this Agreement without such written consent shall enable Principal to terminate this Agreement for cause.

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

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

5.06 Principal and Representative recognize that they are separate and independent entities. Representative agrees to perform its duties and obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to, nor shall it create, the relationship of principal and agent, employer and employee, master and servant, partners, or joint-venturers between Principal and Representative.

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

5.08 Each party shall indemnify and hold the other harmless from any claims, demands, damages, costs, expenses (including attorney's fees and court costs), and any other liabilities or losses asserted against, or incurred by, the other party as a result of that party's performance of its duties and obligations herein and any acts or omissions in connection therewith based upon that party's negligence, gross negligence, or willful misconduct.

5.09 This Agreement shall be construed and enforced in accordance with the laws of the State of California, and is performable in San Bernardino County, California. In witness whereof, the parties hereto have duly executed this Agreement to be executed as of the day and year first written above.

6. CONFIDENTIALITY:

The Principal, Charles N. Boyd, its officers, directors, employees, affiliates and subsidiaries understand and agree that all confidential information obtained from Representative regarding the Association members and/or Agent hierarchy will remain confidential and will not be improperly used. All information received or obtained regarding individuals, partnerships, corporations, or any other entities that purchase any of the supplemental health benefits or fully insured supplemental health insurance plans from any representative/agent will remain confidential and will not be improperly used.

Confidential Information is the name, address, telephone numbers, fax numbers, email addresses and/or any information regulated by Federal and State Law obtained from any agent or representative enrolling members into the Association. The confidential information will be protected from improper disclosure and /or use as stated in privacy laws at all times.

Improper disclosure is defined as selling, leasing, renting, transmitting or providing confidential information to any individual or entity without the express written permission of the representative, agent, or brokerage.

Improper use is defined as using or providing confidential information to any person, agent, agency partnership, corporation or other entity for marketing any Association product. Principal agrees not to attempt or recruit any agent contracted with Representative, Broker, or Agent as of the date signed below. Furthermore the Association agrees not to attempt to market any products or services directly to a member enrolled into the Association by any agent, representative, or Broker.

Arbitration: Any controversy, dispute or claim arising out of or in connection with this Agreement shall be resolved, upon the request of either party hereto ("Request"), by final and binding arbitration ("Arbitration") conducted in San Bernardino, California, in

accordance with the provisions hereof. Except as otherwise provided herein, the Arbitration shall be commenced and conducted in accordance with the Rules of Practice and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") as in effect at the time ("JAMS Rules"). The arbitrator will determine the exact time and location of the Arbitration proceeding. The parties shall jointly select one arbitrator from the San Bernardino JAMS panel of arbitrators.

If the parties are unable to agree upon an arbitrator within sixty-days of the Request for Arbitration, the arbitrator shall be selected in accordance with the JAMS Rules. All testimony in the Arbitration proceeding shall be given under oath.

Commencement of any Arbitration pursuant hereto shall be subject to the same statutes of limitations as would apply if the matter were to be filed in a court of law or equity.

The arbitrator shall have the power to grant all legal and equitable remedies provided by California or federal law, provided however, that the arbitrator (a) shall not have the power to award punitive or exemplary damages and (b) shall be bound by applicable statutory and case law in rendering a decision. The decision of the arbitrator shall be in writing and shall include written findings of fact and conclusions of law. The decision of the arbitrator shall be final and unreviewable for any error of any kind, except (1) if the Arbitration was not conducted in accordance with the provisions hereof or the JAMS Rules (except to the extent the JAMS Rules are not provided for herein), or (2) for those reasons set forth in California Code of Civil Procedure Section 1286.2, provided, however, that the arbitrator's decision shall not be subject to review because of any claimed error in interpreting, following or applying applicable law in deciding the matter subject to the Arbitration.

Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof and the award may be judicially enforced.

GOVERNING LAW: The laws of the State of California shall govern this Agreement, without giving effect to its conflicts of law provisions.

ADVERTISING AND TELEPHONIC GUIDELINES ACKNOWLEDGEMENT:

Agent acknowledges the receipt and understanding of the Principal's Advertising and Telephonic Guidelines attached to and a part of this Agreement as Attachments 1 (Advertising) and 2 (telephonic Equipment).

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date written below.

PRINCIPAL

WIMG Inc, by: _____
Charles N. Boyd, CEO

REPRESENTATIVE

Agent/Agency authorized signature: _____
Print Name Signature

Agent/Agency authorized signature: _____
Print Name Signature

Address: _____
City State Zip code

Telephone # _____ FAX# _____

SS# _____ E-Mail Address: _____

MANAGER'S NAME Allied Brokerage Services _____
Print Name Signature

AMENDMENT 1 - Commission Schedule

This Commission Schedule, hereinafter referred to as the Schedule, is attached and made a part of the Agent's/Agency contract with WIMG Inc. and _____

(Agent/Agency, You, Your).

The effective date of this Schedule shall be the _____ day of _____
_____, 20____. You shall receive total compensation in the aggregate for You (as defined in the Agent's Contract) in accordance with the terms of Your Agent's/Agency Contract and this Schedule as follows:

COMMISSIONS:

Association Membership Levels and optional upgrades*:

Year 1 commission's **30%**

Year 2 and later **30%**

PRODUCTION REQUIREMENT:

Representative is required to submit a minimum of one (1) application every month to be retained as an "Active" producing agent. If terminated for non-production and not for cause, vested commissions earned by the agent will continue to be paid as earned according to the terms of this Agreement (see paragraph 3 – compensation).

Agent/Agency Name: _____
(Print legibly) Signature (Date)

Recruiting Agent/
Agency/Manager Name: **Allied Brokerage Services** _____
(Print legibly) Signature (Date)

ACCEPTED BY WIMG, INC.: _____
Charles Boyd, CEO (Date)