



## **Affiliate Agreement: Legacy Benefits Alliance**

This Affiliate Agreement ("Agreement") is entered between Legacy Benefits Alliance, LLC., a Florida limited liability company ("LBA") and \_\_\_\_\_ ("Affiliate") and is subject to the terms and conditions set forth herein.

### **Appointment and Relationship**

LBA hereby appoints the Affiliate to act on its behalf and represent it only to the extent authorized herein. The Agent is an independent contractor with respect to LBA, and nothing contained herein shall create or be construed to create the relationship of employer and employee between LBA and the Affiliate or between LBA and any employee of the Affiliate.

Affiliate shall retain sole and absolute discretion in the manner and means of carrying out Affiliate's activities and responsibilities under this agreement. Affiliate agrees and understands that Affiliate is not entitled to any of the benefits that LBA may make available to LBA's employees, such as group insurance, worker's compensation, disability insurance, vacation, sick pay, profit-sharing, stock purchase or stock option programs and/or retirement benefits.

This Agreement shall not be considered or construed to be a partnership or joint venture, and LBA shall not be liable for any obligations incurred by Affiliate unless specifically authorized in writing. Affiliate shall not bind LBA in any manner.

### **Compensation**

LBA shall compensate the Affiliate for the sale of LBA products (the, "Products"), to the extent that the Products are sold to those clients introduced by Affiliate to LBA ("Affiliate's Originations"). Compensation paid to Affiliate shall be for the sale of Products to Affiliate's Originations that maintain the requirements of LBA, remit all compensation payable to LBA on a timely basis and otherwise remain in good standing with LBA. Notwithstanding the foregoing, compensation shall only be paid with respect to those of Affiliate's Originations with whom Affiliate has had substantive communications with respect to the purchase of the Products, and no compensation will be payable to Affiliate with respect to any business that (i) is a client of LBA at the time of the introduction, (ii) was a client of LBA at any time within the twenty four (24) month period immediately prior to the

introduction, or (iii) was in substantive communications with LBA with respect to any potential business transaction at any time within the twenty four (24) month period immediately prior to the introduction.

Compensation payable by LBA to Affiliate is outlined in the LBA Compensation Plan. Affiliates may enhance their compensation levels by progressing to higher tiers through increasing their production volume and achieving company promotion guidelines.

Such commission shall only be paid if the customer is successfully entered into the Company's program(s) and shall be paid upon the first successful draft into the program and on monies collected by LBA or its partner Carriers/Vendors from Affiliate's Originations. Amounts collected by Company between the 1st and the 31st of a month, Company shall provide a report listing the amounts and commissions as well as process Affiliate's commission payments on or about the 20th of the following month.

No compensation shall be paid to Affiliate until monies have been received by LBA or its partner Carriers/Vendors. LBA may, from time to time, with or without notice, increase or decrease the rates and amounts of compensation of affiliates, including Affiliate; provided, however, that any such changes may only be applied prospectively, and any such changes may affect only compensation paid on any new business or subsequent payments on existing business and refunds paid by LBA to Affiliate's Originations. Any monies refunded by LBA for the cancellation of the Products shall result in a deduction of the corresponding compensation paid to Affiliate in subsequent months. Compensation payout minimum is \$25.

Compensation will continue to be paid to Affiliate after the termination date of this Agreement; provided that: (a) Affiliate's Origination's business remains with LBA; (b) the premiums/commission from partner Carriers/Vendors from Affiliate's Originations continue to be received by LBA; (c) this Agreement was not terminated by LBA "for cause"; and (d) Affiliate is still considered the Affiliate of record of the Affiliate's Origination. The Compensation rate is the rate in effect on the date the application is signed by the parties hereto.

Compensation payable to Affiliate shall not be adjusted based on future premium/rate increases, if any. Potential compensation for other products, services and or benefits that may be sold through LBA shall be determined by mutual agreement of LBA and Affiliate and shall take into account the specific product(s) being sold, the carrier/vendor being used, and the corresponding compensation schedule offered by that carrier/vendor.

Affiliate shall be responsible for ensuring the accuracy of any records, calculations, or correspondence that Affiliate receives from LBA. If Affiliate identifies any error or inaccuracy in any such record, calculations, or correspondence, Affiliate shall notify LBA of such error or inaccuracy in writing within thirty (30) days of receipt of records, calculations, and correspondence. If Affiliate does not provide written notice to LBA within thirty (30) days of receipt of any records, calculations, or correspondence such record, calculation, or correspondence shall be deemed to be accurate and be binding upon

Affiliate, and LBA shall be released from liability or responsibility for any and all matters contained therein. Notwithstanding the foregoing, if LBA identifies any error or inaccuracy in any record, calculation, or correspondence provided to Affiliate, it may correct such error or inaccuracy at any time.

Affiliate authorizes Affiliated Carriers/Vendors to pay directly to LBA any Pending Commissions or other Compensation which are otherwise payable to Affiliate by such Affiliate Companies in order to satisfy any obligation or liability of Affiliate to LBA, or to compensate LBA for any damages, losses, costs and expenses which LBA may sustain or be liable for, by reason of any act or failure to act on the part of Affiliate. Affiliate authorizes LBA to pay directly to any Affiliated Companies any Pending Commissions or other Compensation which are otherwise payable to Affiliate by LBA in order to satisfy any obligation or liability of Affiliate to such Affiliated Companies or to compensate Affiliated Companies for any damages, losses, costs and expenses which Affiliated Companies may sustain or be liable for by reason of any act or failure to act on the part of Affiliate.

As an independent contractor, Affiliate shall be responsible for paying any and all federal, state, commonwealth, local or other taxes and related amounts that may become payable with respect to any Compensation Affiliate may receive under the terms of this Agreement including without limitation, to Federal Insurance Contributions Act ( FICA”), the Social Security Act, the Federal Unemployment Tax Act ( FUTA”), federal income tax withholding requirements, State Personal Income Tax Withholding ( PIT”), State Unemployment taxes ( UI”), State Disability Insurance ( SDI”), and all other federal, state, commonwealth, and local laws, rules and regulations. Affiliate shall be treated as an independent contractor with respect to LBA. Affiliate represents that Affiliate will file all required tax returns, tax declarations, and tax schedules. Affiliate acknowledges and agrees that LBA will not withhold any taxes from Compensation it pays Affiliate, except as is otherwise required by law. LBA will report all Compensation paid to Affiliate via the applicable tax form(s) and Affiliate acknowledges and agrees that LBA shall issue such form(s) to Affiliate that includes Compensation paid by LBA.

### **Compensation Disclosure**

The amount of compensation paid to Affiliate pursuant to this Agreement is not confidential and may be disclosed by LBA to others including but not limited to customers and/or potential customers. Affiliate shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws requiring disclosure of compensation.

## **Medicare Book of Business and Releases**

Upon commencement of the affiliation with LBA, the Affiliate shall be immediately vested and shall retain ownership rights over their book of business. In the event the Affiliate is terminated for engaging in unethical or unlawful conduct, becomes disabled, or passes away without having executed proper estate planning documents specifically designating a licensed insurance agent as their successor, the entire book of business shall revert to and remain the property of LBA.

LBA does not impose any restrictions on the Affiliate's ability to terminate their affiliation. Should the Affiliate choose to dissociate from LBA and affiliate with another insurance brokerage for the purpose of selling Medicare products, LBA agrees to execute any necessary release documents, provided the request is made outside of LBA's designated "Blackout Period," which extends from August 1st through May 1st of any given year.

## **Licensing**

In order to receive the Compensation described herein, Affiliate must (a) maintain in good standing all licenses required in connection with (i) the performance of the services described herein, and (ii) the receipt of the compensation described herein, (b) provide LBA with proof of all such licenses. Failure to maintain such licensing or insurance coverage shall be grounds for termination of this Agreement for cause.

## **Charge Backs**

Should any premiums be charged back to LBA or if LBA experiences any other loss of revenue on any policy or contract, or should LBA become liable for the return of premiums thereof for any reason either before or after the termination date of this Agreement, LBA shall retain the right to withhold said charge back, return of premium or other amount from future compensation payments to Affiliate until said charge back, return of premium or other amount is fully recouped against compensation payable to Affiliate following such recoupment all remaining compensation shall be paid to Affiliate.

Affiliate shall repay all Debt Balances upon demand by LBA, and Affiliate expressly agrees to do so. Any Debt Balances not paid within thirty (30) days from the date of such demand shall bear interest from the end of such thirty (30) days at a rate equal to 11% per annum or otherwise as indicated in the Affiliate Guidelines, and such interest shall be added to the Debt Balance. Debt Balance will be offset against future Pending Commissions until fully recouped. If this Agreement is terminated in accordance with Section 4 by LBA or Affiliate for any reason, and Affiliate's outstanding Debt Balance exceeds the amount of Pending Commissions owed, if any, as of termination, Affiliate must repay LBA the outstanding Debt Balance. LBA shall maintain the right to exercise any and all legal rights and remedies available to it to collect outstanding Debt Balances, including but not limited to, referring such Debt Balances to a collection agency and/or arbitration.

## **Expenses**

Affiliate is solely responsible for expenses incurred in the course of fulfilling Affiliate's obligations under this Agreement. All licensing, carriers, and state fees are the responsibility of the Affiliate not LBA.

## **Third-Party Enrollment Service Vendor**

In the event a vendor is engaged for administrative services, such as a third-party client enrollment service, entirely outside LBA and its affiliates; the cost of said service will be the Affiliates. The decision to engage such a vendor will be at the sole discretion of LBA.

## **Product Included**

The provisions and conditions of this Agreement shall apply only to the Product(s) specifically provided by LBA. LBA, with each carrier or any vendors, may from time-to-time issue changes with respect to the Products which could amend, replace, or terminate this Agreement. Products and corresponding state product approvals are subject to change at any time and without prior notice.

Should Affiliate choose to sell products and/or services not administered or represented by LBA, Affiliate shall be entirely responsible for the enrollment, administration, and ongoing service of said products and services. Affiliate shall defend, indemnify and hold LBA, its past, present and future owners, members, predecessors, parents, affiliates, and subsidiaries, and each of their respective past, present and future managers, directors, officers, employees, representatives, agents, attorneys, insurers, administrators, successors, and assigns (collectively, the "Indemnitees") harmless against and in respect of all claims, demand, losses, proceedings, actions, costs, expenses (including, but not limited to, reasonable attorney's fees and expenses, including such fees and expenses relating to enforcement of the obligations pursuant to this paragraph), deficiencies, liabilities, obligations or damages arising from or in any manner relating to the sale (including any representations or misrepresentations with respect to such sale), enrollment, administration and/or services relating to such products.

## **Non-Assignment**

Affiliate may not assign or pledge as collateral any compensation payable under this Agreement. Any attempt to assign compensation under this Agreement without prior written authorization from an officer of LBA, shall be void and grounds for immediate termination "for cause".

## **Administrative Rules**

Affiliate shall comply with all LBA administrative rules, practices and procedures with respect to the Products, all of which may be revised, modified or supplemented from time to time and at the sole discretion of LBA.

By entering into this Agreement with, or otherwise becoming an independent contractor of LBA, Affiliate expressly consents to being contacted by LBA and its affiliates, representatives, and third party service providers via telephone, fax, email, mail, text message or other reasonable means, at any of Affiliate's contact numbers, addresses, or email addresses, regardless of whether Affiliate is listed on any federal, state, commonwealth, provincial or other applicable "Do Not Call" list, with regards to the enforcement of any of the terms and conditions under this Agreement or for other purposes reasonably related to the relationship formed under this Agreement with LBA. This provision survives termination of this Agreement.

Affiliate shall cooperate fully and provide assistance to LBA in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve Affiliate or Affiliate's sales team or LBA.

## **Laws and Regulations**

Compensation for the sale of the Products may be adjusted as required by any applicable laws or regulations. In no event will LBA be obligated to pay any compensation in excess of any applicable state compensation limitations. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

LBA reserves the right to make changes to an Affiliate's compensation plan. Should there be any such changes to the benefits covered by provided services or in the event a reduced fee or compensation is modified for any customer of Affiliate, such changes are made on a one-time, client specific, agreement and shall be stated in writing and signed by all parties. As a condition to becoming an Affiliate of LBA, the Affiliate is not required to purchase any of the Products and Services and is not required to pay LBA or the Product Providers any consideration for not purchasing a Product or Service. Further, in order to purchase any Products and Services, the Affiliate is not required to be affiliated with LBA, Affiliated Companies or the Product Providers.

## **Confidentiality and Ownership of Proprietary Information; Restrictive Covenants**

Affiliate acknowledges and agrees that the products, information, data, documents, materials, methodologies, ideas, concepts, techniques, know-how, plans, designs, programs, accounting records, business plans, shareholder names or lists, systems or processes of any and every kind, nature or description which Affiliate may learn, create, receive, use, become aware of or work with while working with LBA including but not

limited to business practices and procedures, product development, customer lists, customer contacts and customer prospect materials, customer service records, vendor contacts (hereinafter referred to collectively and with respect to each constituent item, portion, part or element thereof as the "Information") are owned by, proprietary to and constitute the trade secrets of LBA. Affiliate further agrees, covenants, represents, and warrants that Affiliate will treat the applicable Information as strictly confidential and will never use such Information except in connection with the services to be performed pursuant to this Agreement and will never disclose such Information to any persons or entities without the prior written permission and consent of LBA. Affiliate is authorized to publicly disclose and offer such products offered by LBA. The obligations of this paragraph shall survive termination of this Agreement without any time limitation.

During the term of this Agreement and for a period of two (2) years following termination of this Agreement, Affiliate will not directly or indirectly solicit or cause others to solicit or encourage any partner, principal, member, employee, officer, director, consultant, supplier, or vendor of LBA to discontinue their relationship or employment with LBA.

For purposes of this Section, a Person's status as a Client or Active Prospective Client shall be determined as of the date of the activity restricted by this Section.

The term "Active Prospective Client" means any other Person, to whom or which LBA had material and substantive communications within the twenty four (24) months preceding a date specified, with respect to becoming a Client.

The term "Business Services" means any services with respect to the Products.

The term "Carry on a Business" means to engage in any such business as a lender, stockholder, sole proprietor, partner, member of a limited liability company, officer, director, manager, employee, stockholder or similar capacity.

The term "Client" means, any of Affiliate's Originations to whom LBA provides services with respect to the Products.

The term "Person" means a natural person or association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a domestic or foreign corporation, nonprofit corporation, limited liability company, general partnership, limited partnership, business trust, association, trust, estate, joint venture, cooperative or governmental unit.

## **Enforcement**

Affiliate acknowledges that (a) its obligations under this Section are reasonable in the context of the nature of LBA's business and the competitive injuries likely to be sustained by LBA if Affiliate were to violate such obligations, and (b) the covenants in this Section are adequately supported by consideration. Affiliate acknowledges and agrees that the remedy at law available to LBA for breach of any of Affiliate's obligations under this Section would be inadequate; therefore, in addition to all other legal and equitable

remedies available to LBA for the enforcement of the covenants of this Section, Affiliate acknowledges and agrees that LBA shall be entitled to temporary and permanent injunctive relief by any court of competent jurisdiction to prevent or restrain any breach or threatened breach hereof, without the necessity of proof of actual damage. If it is judicially determined that Affiliate has violated this Section, then the period applicable to each obligation that has been determined to have been violated will automatically be extended by a period of time equal in length to the period during which such violation occurred.

## **Marketing**

Affiliate will not produce or distribute any self-generated marketing (Flyer, Brochure, Letter, etc.) or advertising materials without the written approval of LBA. Affiliate will not do blast marketing campaigns to prospective clients or in the hope of recruiting agents/brokers/affiliates. Any of the foregoing are grounds for termination for cause. If Affiliate has marketing ideas or requests, affiliate shall discuss them with LBA.

## **Non-Recruitment.**

Except as prohibited by law, during the period that Affiliate is an affiliate of LBA and for a period of two (2) years following the termination of this Agreement for any reason, Affiliate shall not, either individually or in partnership or jointly or in conjunction with any other person or entity, as principal, agent, consultant, contractor, employer, employee or in any other manner, directly or indirectly, solicit, induce or entice away or in any other manner persuade or attempt to persuade any individual who is a current affiliate of LBA and with whom the Affiliate had business contact with on behalf of LBA or its affiliated or related entities, to terminate or alter their agent relationship with LBA to join a competing organization.

## **Recruiting Protocol**

If two (2) contracted LBA Affiliates are attempting to recruit the same new prospective affiliate, compensation will only be paid to the entity that successfully completes enrollment of such prospective affiliate. (New Affiliate must input their personal information into the LBA system and sign their agreement electronically and/or by actual signature. Inputting information on anyone but oneself is grounds for immediate termination, for cause. Exception: Cross recruiting at/from an LBA event or office is prohibited. This action is grounds for immediate termination, for cause.

## **Termination**

This Agreement may be terminated by either Party at any time and for any reason upon thirty (30) days written notice to the other party. Affiliate may also provide such termination notice to LBA pursuant to this Agreement.



This Agreement shall terminate immediately without advance notice, pay in lieu of notice, damages or compensation of any kind:

(a) on the death of Affiliate; or

(b) where LBA determines in its sole discretion that it has cause for termination with the possibility of divestiture ( " Cause"), which shall include, but not limited to the occurrence of any of the following events:

(i) Affiliate s health insurance license is terminated, denied or not renewed for any reason;

(ii) Affiliate is indicted with, subject to trial for, or convicted of any crime;

(iii) Disciplinary action is taken against Affiliate by any state, commonwealth, province or federal regulatory agency or body with jurisdiction over Affiliate, LBA, Affiliated Companies and/or Product Providers;

(iv) Affiliate becomes temporarily or permanently enjoined, censured, suspended, disciplined or otherwise prohibited from:

(1) acting as an Affiliate of LBA, Affiliated Companies or Product Providers;

(2) conducting his/her business or performing any of his/her services under this Agreement; or,

(3) acting in any capacity in the financial services business that LBA considers, in its sole discretion, relevant to Affiliate s performance of Affiliate s duties under this Agreement;

(v) Termination for any reason of Affiliate s agreement(s) by any Product Provider or Affiliated Companies, and Affiliate expressly acknowledges and agrees that LBA may rely on Product Providers or Affiliated Companies' determinations and representations regarding the reason(s) for the termination of Affiliate;

(vi) Affiliate s misappropriation or commingling of Customer payments or funds for any Products and Services;

(vii) Affiliate engages in a fraudulent act;

(viii) Affiliate misrepresents the characteristics or benefits of any of the Products and Services;

(ix) Any interference with the collection of renewal payments;

(x) Affiliate violates any law, rule or regulation that governs the conduct of any part of Affiliate's business;

(xi) Affiliate breaches any provision of, or fails to perform or observe any obligation under, this Agreement or any other agreement that the Affiliate may have, now or hereafter, with LBA, including without limitation failing to repay Debt Balances or comply with any other monetary obligation owed by Affiliate to LBA in a timely manner;

(xii) Affiliate engages in any activity which, in the sole opinion of LBA, may adversely affect the good name and reputation of LBA or Affiliated Companies;

(xiii) Affiliate engages in any activity which, in the sole opinion of LBA, may be detrimental of the business interests of LBA or Affiliated Companies;

(xiv) Affiliate fails to comply with a material aspect of this Agreement as determined by LBA;

(xv) Affiliate is determined to have made any false or incorrect statement(s) in an application to a regulatory authority or LBA; or

(xvi) Failure to meet and maintain the background criteria set by LBA and/or the Product Providers.

At LBA discretion to enforce its Agreement, instead of immediately terminating this Agreement, LBA may impose suspension of Affiliate's benefits and rights and privileges, including suspension of rights to solicit for purchase, referral or sale, or solicit Customers for, Products and Services and suspension and loss of Compensation, and may impose other disciplinary action, including the assessing of fines, without liability to Affiliate for loss or otherwise. Suspension or disciplinary action shall not in any way preclude or diminish LBA right to terminate this Agreement at any time.

In the event of termination of this Agreement by either Party, LBA shall be entitled to notify the Product Providers and any regulatory body of such termination. Affiliate acknowledges and agrees that LBA shall not have any liability for any loss, damage or otherwise resulting from termination by the Product Providers based on such notice.

Upon the termination of this Agreement, all Compensation due Affiliate as of the effective date of termination shall be paid to Affiliate in accordance with this Agreement. Other than Earned Compensation to which Affiliate may be entitled, no further Compensation shall be payable to Affiliate after termination. Divestiture in a "Cause" termination is at the discretion of LBA. Any remaining balance in Affiliate's Reserve Balance Account will be used to pay down any outstanding Debt Balance and, any balance remaining after Affiliate's termination from LBA will be released and paid to Affiliate according to this Agreement.

The terms and provisions of any paragraphs or sections of this Agreement which expressly state, or by their terms require, that they survive termination of this Agreement, shall so survive the termination of this Agreement.

### **Termination for non-production**

Affiliate acknowledges and agrees that he/it shall produce an average of 5 customers located/enrolled for a service provided by LBA in the first 12-month period during the term of this Agreement. If Affiliate fails to meet the above production requirement, then LBA shall have the right, but not the obligation, to terminate this Agreement.

### **Indemnification**

Each party to this Agreement shall indemnify, defend, and hold harmless, the other party from and against any loss, claim, damages or causes of action to the extent that such may be incurred or suffered by such other party arising out of or in any way relating to any breach of a representation, warranty, covenant or agreement of the party set forth in this Agreement.

### **Attorney's Fees**

In any judicial or other proceeding arising out of or related to this Agreement or the Products provided hereunder, the prevailing party shall recover all reasonable costs incurred pertaining to such proceeding, including reasonable costs and fees of attorneys or other professionals.

### **Jurisdiction and Venue**

Affiliate agrees that any dispute in the meaning, effect or validity of this Agreement shall be governed by, enforceable under and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The parties consent to Orange County, Florida, as the exclusive venue and jurisdiction for any dispute arising out of or related to this Agreement; except that either party may take interim action in any jurisdiction to prevent disclosure of Confidential Information, or a violation of any of the restrictive covenants set forth herein or to enforce a judgment or other decision. Company and Affiliate hereby waive, to the fullest extent permitted by law, any right or claim to adjudication by jury of any claim or cause asserted against the other and arising hereunder.

### **Miscellaneous**

LBA shall have the right to amend this Agreement at any time by giving written notice, effective upon a minimum of two (2) days advanced notice. Notice under this Section can be provided by the posting of the amendment to the LBA intranet site. Affiliate's continued affiliation with LBA after receipt of notice of any such modification shall constitute Affiliate's agreement to any such modification.

Affiliate irrevocably consents to and forever authorizes the use by LBA or anyone authorized by LBA, its legal representatives or assigns, the absolute and unqualified right to use all photographs in which the Affiliate has appeared for LBA and reproductions thereof, in which the Affiliate has been included in whole or part, made through any media without inspection or approval of the finished product or use to which it may be applied, in any manner LBA may desire, factually or fictionally, including the right to make adaptations of said material of every and any kind and character. For such purpose, LBA may obtain copyright in all countries on such use by LBA of such material in any form and upon any and all adaptations thereof to renew such copyrights. The Affiliate releases and discharges LBA, Affiliated Companies, their assigns, agents, or licensees from any and all claims and demands that the Affiliate may have, which arise out of or in connection with the use of such photographs or reproductions, including but not limited to, any and all claims of libel, slander, and invasion of privacy.

### **Severability**

If any part, section, clause, paragraph, term or provision of this Agreement shall be found to be void or unenforceable, such finding shall have no effect upon any other part, section, clause, paragraph, term or provision of this Agreement.

### **Affiliate agrees to the following statements:**

My becoming contractually affiliated with LBA will not violate the terms of or interfere with any contract, agreement or business relationship that I have or have had with any third party.

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Upon becoming contractually affiliated with LBA, I will not engage in any business practice or behavior, nor will I take any action, which will result in any violation of any restrictions or covenants to which I am subject pursuant to any agreement to which I was previously a party.

Initial Here \_\_\_\_\_

LBA, its officers, managers, members and employees have not induced me in any way whatsoever to terminate any contract, agreement or business relationship that I presently have or have had with any third party.

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I understand that these acknowledgments constitute a part of my Affiliate Agreement to which I am bound and are material representations upon which LBA shall rely in its acceptance of my Producer Agreement.

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## Compliance Acknowledgements

Please read and agree to each acknowledgement below and sign at the end of the form and retain copy of executed contract for your file.

I agree to comply with the sales and conduct guidelines promulgated by Legacy Benefits Alliance, LLC (LBA) from time to time and I explicitly acknowledge the following:

a. It is my responsibility to read and understand the contents of this Agreement that is published by LBA on its secure website. I understand that I must comply in full with the sales and conduct guidelines contained within this Agreement.

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b. I understand that I am not an employee of LBA and my relationship with LBA is that of an independent contractor. Even though I may sometimes be given special titles or incorrectly referenced to as an employee by third parties, this will not change the fact that, by definition and by practice, I am an independent contractor. As an independent contractor, I understand that I will be responsible for paying for my own expenses as well as any and all federal, state, city or other taxes that may become payable with respect to any compensation I may receive from LBA.

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c. I understand that I will not be paid or compensated for recruiting other Affiliates. My sole compensation shall be commissions paid by, or caused to be paid by, LBA pursuant to my agreement(s) with LBA, subject to the terms and conditions contained in the compensation guidelines, which are published by LBA on its secure website. I also understand that there is no guarantee that I will be financially rewarded solely by virtue of working with LBA.

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d. I understand that, when recruiting Affiliates, I should not say or imply to potential recruits that they will be paid or compensated for recruiting additional Affiliates. In addition, I should not post "job offers" or imply that I am recruiting for salaried employee positions (unless this is true). In addition, I should not make any statements about my income or lifestyle that is likely to be interpreted as a promise about the level of income or success one may attain by working with LBA.

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e. I understand that any advertisements, sales literature, or presentation materials containing the LBA trademark must be approved by LBA prior to each use, even if I created the material or if similar uses have been approved in the past. "Advertisements,

sales literature, or presentation materials" includes and is not limited to training materials, newspaper ads, websites, radio ads, sales scripts, handouts, interest calculators, business cards, brochures, and flyers.

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f. I understand that I may not use the offices, facilities, supplies, or any other property or resources of LBA for purposes unrelated to promoting the sales of products and services offered by LBA and its partner Carriers/Vendors. This includes, but is not limited to, selling or soliciting products or services offered by an entity that is not in a business relationship with LBA, recruiting individuals to other unrelated business ventures, and any other unapproved activities which are competitive with the commercial and business interests of LBA.

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g. I understand that LBA will publish guidelines and compensation schedules from time to time on its secure website which relate to sales position designations, performance standards, commission rates, and other matters affecting the terms of the LBA compensation. LBA may, from time to time, in the exercise of its sole discretion, and without notice, increase or decrease the rates and amounts of commissions or the requirements for certain sales position designations; provided, however, that any such changes will only be prospective and affect any new business and any commissions earned thereafter.

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h. I understand that it is my professional and legal obligation to safeguard any sensitive private information of clients that I have in my possession. Therefore, I will secure sensitive private information by taking measures such as shredding any unneeded documents, keeping printed client information locked away, and password protecting my computer equipment.

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i. I understand that failure to adhere to standards of conduct in the foregoing acknowledgements, this Agreement can lead to: (i) administrative probation; (ii) suspension and/or termination of my commission advances; (iii) termination of my agreement(s) with LBA; and (iv) if necessary, civil and/or criminal legal proceedings.

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j. Affiliate shall comply with all anti-corruption laws and will not make any bribes or engage in any other unlawful or improper methods of remuneration to any person. Agent also agrees to immediately report to LBA any violations of the anti-corruption laws or suspicions that improper conduct was engaged to obtain business and

understands that LBA prohibits retaliation in any form against any Affiliate who has, in good faith, raised or reported such a violation or conduct.

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k. Affiliate shall not do anything that will damage the business, good name or reputation of LBA, Affiliated Carriers/Vendors and/or their respective officers, directors, and employees.

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**Signatures**

I hereby accept and am in possession of this Agreement.

The undersigned parties agree to the terms of this Agreement as specified herein, or as such terms may be amended from time to time as permitted by this Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

----- Date

----- Print Name

----- Affiliate Signature

Signed,



Gabriel Burgos – CEO, Legacy Benefit Alliance, LLC