



Contracting Checklist

Before your appointment request can be processed, the following paperwork is required to be complete:

1. ____ CBS Affiliate Agreement
2. ____ Agent/Agency Background Questionnaire
3. ____ Direct Deposit Authorization Form (voided check)
4. ____ Appropriate Commission Addendum(s)
5. ____ Producer/Agency State License (resident and nonresident)
6. ____ E&O Certificate

Agent/Agency Data Sheet

PLEASE RESPOND TO THE FOLLOWING QUESTIONS FOR YOU PERSONALLY AND ANY ORGANIZATION OVER WHICH YOU HAVE EXERCISED CONTROL. IF YOU ANSWER "YES" TO ANY QUESTIONS, YOU MUST ATTACH AN EXPLANATION WITH ALL RELEVANT INFORMATION AND SUPPORTING DOCUMENTS.

- | | | | |
|-----|----|-----|---|
| Yes | No | 1. | Have you ever been convicted, pled guilty or nolo contendere, or do you have pending charges to a felony or misdemeanor? If yes, attach copy of court records. |
| Yes | No | 2. | Have you ever had any regulatory action taken against you, or had your insurance or securities license denied, suspended, terminated or revoked by an insurance department, FINRA or any other regulatory agency? |
| Yes | No | 3. | Have you ever had a complaint filed or do you anticipate a complaint being filed against you by a consumer, an insurance department, FINRA or any other regulatory agency? |
| Yes | No | 4. | Has your contract or appointment ever been terminated involuntarily by an insurer or FINRA member firm? |
| Yes | No | 5. | Has any claim ever been made against you, your surety company or errors and omissions insurer arising out of insurance and/or securities sales? |
| Yes | No | 6. | Are you currently involved or ever been involved in litigation? |
| Yes | No | 7. | Do you have past due financial obligations, unsatisfied judgments or liens, including any delinquent state or federal tax obligations? |
| Yes | No | 8. | Have you ever filed bankruptcy? |
| Yes | No | 9. | Does any person or entity claim any indebtedness from you as a result of any insurance transaction or business? |
| Yes | No | 10. | I will conform to all company product guides and conduct my business with the utmost honesty, integrity and commitment to excellence. |

CONDITIONS AND AGREEMENTS – By signing this application, I hereby acknowledge I have read a specimen copy of the proposed contract and all applicable supplements and addendums thereto to be entered into between myself and Concierge Benefit Services and Concierge Administrative Services (CBS) I agree to be bound by all of the terms and conditions of such contract, supplements and addendums, which includes applicable commission schedule(s), and further agree that upon authorization to solicit business by CBS, such contract, supplements and addendums shall be legally binding on me without further action required on my part. Thereafter, such contract, supplements and addendums shall govern my relationship with CBS, a personalized copy of which shall be made available to me by CBS by electronic delivery. I agree not to solicit business until I have been notified by CBS that I am authorized to do so. I represent and warrant that all information and answers to questions are true and complete. I understand the Fair Credit Reporting act requires CBS to notify me that, as a routine part of processing my contract application, a consumer report may be obtained which may include information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, and personal characteristics or mode of living. I further authorize CBS or its affiliates to obtain a consumer report and Vector One report in connection with this contract application. I further authorize CBS or any of its affiliates or their duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any illegal activity to (a) obtain a record of such history, status or activities and (b) hereby authorize the release of such information by such organization or individual in connection with this application. This authorization shall remain valid and in effect during the term of my contract. CBS reserves the right to obtain subsequent consumer reports and/or investigative consumer reports on an as needed basis. A photocopy of this authorization shall be as valid as the original, regardless of the date it is signed. *Affiliate means any company owned, directly or indirectly, by Concierge Benefit Services, Concierge Administrative Services or its member partners.

AGENT AUTHORIZATION – Under penalties of perjury, I certify that: 1) The Social Security Number or Taxpayer Identification Number that I have provided to CBS is my correct Taxpayer Identification Number (or I am waiting for the disclosed 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 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.

NOTICE REGARDING CONSUMER REPORTS – In connection with your application for a Producers Contract with CBS, we may obtain one or more reports regarding your credit worthiness, credit standing, credit capacity, character, general reputation and/or personal characteristics from a consumer reporting agency. If CBS plans to use any information in a consumer report in a decision not to contract with you or to make any other adverse contracting decision regarding you, it will provide you with a copy of the credit report upon which its decision was based and a summary of your rights under the Fair Credit Reporting Act before it takes any adverse action. If any adverse action is taken against you based upon a consumer report, CBS will notify you that the action has been taken and that the consumer report was the reason for the action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified below.

AGREED AND ACCEPTED:

Acknowledged by Affiliate:

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged by CBS:

By: _____

Name: _____

Title: _____

Date: _____

Concierge Benefit Services & Concierge Administrative Services Affiliate Agreement

This Affiliate Agreement (“Agreement”) is entered into as of _____, 20__ (“Effective Date”) by and between _____, a _____ with offices located at _____ (hereinafter referred to as “Affiliate”); and Concierge Benefit Services and Concierge Administrative Services, with offices located at 1047 N. 205th Street, Elkhorn, NE 68022 (herein referred to collectively as “CBS”).

WHEREAS, CBS develops, licenses, markets, distributes, administers, supports and maintains certain products.

WHEREAS, Affiliate is authorized to act as an independent contractor of CBS products and services.

WHEREAS, the following shall set forth the terms and conditions of the Agreement wherein Affiliate shall endorse CBS for the Products covered under this Agreement.

NOW, THEREFORE, in consideration of the benefits and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1) RECITAL.

- a) Affiliate provides individuals, third party companies, organizations, cooperatives or associations with access to different products and services and desires to make CBS products and services available in conjunction with their current products, plans or services.
- b) In accordance with the terms set forth in this Agreement, CBS agrees to provide access to its products and services to Affiliate for the benefit of Affiliate’s clients and prospects.

2) APPOINTMENT AND GRANT OF LIMITED MARKETING RIGHTS.

- a) **License Grant.** CBS grants to Affiliate the following licenses:
 - i) A non-exclusive, limited right to market and utilize the products and services provided by CBS for so long as this Agreement remains in legal force and effect and subject to the terms and conditions hereof; and
 - ii) The grant of license to use the CBS brands, logos, names, etc. is coincidental with this Agreement, and no ownership or right of use is granted or implied to Affiliate, and in no case does any right of use to of the CBS brands, logos, names, etc. by Affiliate extend beyond the termination date of this Agreement.
 - iii) Pursuant to the foregoing license, CBS shall provide to Affiliate, at Affiliate’s discretion, the services and online functionality described below:
 - (1) A branded sales website attached to the CBS site (“Branded Site”) and administered solely and exclusively by CBS, branded with Affiliate’s logo and/or Affiliate’s name if a logo is not available; or
 - (2) A Portal to Affiliate’s own website that is capable of administering customer payments, various levels of customer tracking and commission accounting.
 - (3) The Branded Site and/or Portal will be capable of fielding membership subscriptions for non-insurance products, certain insurance products and other Products and Services from users referred by Affiliate.
 - (4) A coded or specially formatted URL that directs users to the Branded Site. The URL will resemble: (mybenefitservices.com/affiliatename). An Affiliate may, at their discretion and at their sole expense, request to provide a branded domain to point the formatted URL to but CBS shall always retain the sole right to approve or deny such request.
- b) **Scope of License.** Affiliate shall not distribute or enter into sublicenses regarding the Products and Services with any third parties without CBS’s prior written consent, which consent CBS may withhold at its sole discretion.

- c) **Other Reserved Rights.** CBS reserves all rights not specifically granted to Affiliate, including, without limitation, the right to create enhancements and derivative works and the rights to its intellectual property. CBS would be entitled to revenue generated as a result of such activities. However, such revenue would also be subject to this agreement or any addendum attached thereto.

3) COMPENSATION.

- a) **For Each Product.** Affiliate's compensation depends on the particular Products and Services sold and compensation for each Product or Service sold will be as specified in a Compensation Addendum attached to this Agreement. Compensation Addendums may be changed by CBS at any time, and at the sole discretion of CBS.
- b) **Contingencies.** In addition to any conditions imposed in a Compensation Addendum or amendment, no compensation is earned until:
- i) Affiliate is properly licensed in accordance with laws and CBS procedures,
 - ii) The Product or Service is actually issued, delivered to and accepted by the client, and
 - iii) All premiums or subscriptions are received in full by CBS.
- c) **Net Commission Pricing.** During the term of this Agreement, CBS shall provide to Affiliate the right to sell certain qualifying product(s), as noted in a Compensation Addendum, some products may be made available to Affiliate at a wholesale price ("Net Commission Pricing") all of which shall be set forth in a specific Compensation Addendum. Affiliate shall be entitled to sell any wholesale priced product(s) at a price that exceeds the wholesale price ("Retail Price") only if the following conditions are met:
- i) CBS approves in writing the requested retail pricing of the wholesale priced product(s).
 - ii) Affiliate has met and continues to meet its production commitment as set forth in the Compensation Addendum, should a production commitment be assigned.
 - iii) Affiliate is not in breach of this Agreement.
 - iv) This Agreement has not been terminated for cause and is otherwise in full force and effect.
 - v) Affiliate understands and agrees that CBS or any of its vendor relationships shall collect all money directly from Affiliate's clients, unless previously agreed upon in writing.
 - vi) Affiliate understands and agrees that CBS shall be responsible for paying out Compensation, though there may be instances where Compensation is paid directly to Affiliate by a CBS vendor partner or Insurance Company. Should Compensation ever be paid direct to Affiliate, CBS shall communicate the corresponding Compensation Schedule to Affiliate for their records.
 - vii) Affiliate further understands and agrees that for purposes of this Agreement, the difference in pricing between the Net Commission Pricing and Retail Price is the amount of compensation payable to Affiliate.
 - viii) Affiliate understands and agrees that Compensation will be made payable by CBS to Affiliate by the 15th day of the month and only after the premiums and/or subscription costs have been collected and received in full by CBS.
 - ix) Retail Price is the amount(s) actually charged to a client that entitles them to the use of qualifying products and/or services offered by or through CBS.
 - x) CBS retains sole authority as to setting the Retail Pricing that may be charged by Affiliate.
 - xi) CBS and its Vendors reserve the right to change all pricing immediately and without prior notice.
 - xii) CBS and/or its Vendors reserve the right to increase or otherwise alter the wholesale pricing for all noninsurance Product and Services upon thirty (30) days written notice. CBS and/or its Vendors may make immediate changes to wholesale pricing in the event of a breach of this Agreement or in the event that Affiliate fails to meet its Production Requirements, if any are assigned.
 - xiii) Affiliate shall not be entitled to any other compensation, remuneration or benefits of any nature from CBS for services rendered except Compensation as specified in each Addendum.
 - xiv) CBS rights in this Section are in addition to any other remedy it may have that are set forth in other parts of this Agreement.

- d) **Compensation after Termination.** Affiliate shall not be entitled to any compensation after the Termination Date of this Agreement, except for:
 - i) Vested Compensation.
- e) **Forfeiture of Compensation.** Affiliate will forfeit all rights to receive compensation, including Vested Compensation under this Agreement, should Affiliate be:
 - i) Terminated for Cause, or
 - ii) Automatic Termination, or
 - iii) Upon termination of Product or Services by the client, or
 - iv) Should Affiliate cease to be the designated Broker of Record.

4) **AFFILIATE'S OBLIGATIONS.**

a) **Marketing Obligations of Affiliate.**

- i) Affiliate may recruit other Affiliates. Affiliate shall monitor all Affiliates they have recruited and communicate information to CBS, of which it is aware or should be made aware, in order to properly address compliance and/or any other risks. When directed by CBS, Affiliate shall communicate information to its Affiliates.
- ii) Affiliate shall be responsible for helping its Affiliates in soliciting Products and Services.
- iii) Affiliate shall use uncompromising integrity in its business transactions and agrees to use standards of business ethics commensurate therewith. Furthermore, the Affiliate shall not misrepresent, misinform or deceive those with whom he transacts business related to CBS.
- iv) Affiliate will use its reasonable efforts to promote and market the Products and Services by participating in seminars, webinars, trade shows or whatever other promotional activities necessary to produce sales, without compromising the integrity of CBS or Affiliate. If Affiliate prepares any marketing materials, it shall submit such materials to CBS for its prior written approval. Affiliate is solely responsible for producing and distributing fulfillment literature describing the CBS Products and Services to its clients and prospects and providing members with the necessary information in order to purchase said Products and Services.
- v) Affiliate will use its best efforts to familiarize itself with CBS Products and Services and carry out the obligations and responsibilities of Affiliate set forth in this Agreement. At Affiliate's option, CBS shall provide Affiliate with sales training at no charge to Affiliate.
- vi) The Affiliate agrees to use reasonable efforts to coordinate sales proposals or other efforts for their clients and prospects. Affiliate agrees that it will ethically influence and advise potential clients and prospects during the sales cycle, the purchase and also provide reasonable customer support for Products and Services sold through CBS. This includes cases where Affiliate may work in joint efforts with CBS during the sales process and Affiliate further agrees to be available for additional assistance and support as required by CBS in such joint effort cases.
- vii) Affiliate agrees not to remove any notices, legends or marks appearing on or in the packaged sales and marketing materials. Affiliate shall reproduce such trademarks and trade names on documents as necessary to market, advertise and solicit the Products and Services. Affiliate may not market the Products and Services under any other or different names than those specified by CBS. Affiliate shall not register or use any of CBS's trademarks or trade names or any word, symbol, or design confusingly similar thereto, as part of its corporate name.
- viii) Except as provided in the Confidentiality and Privacy Amendment, Affiliate shall keep regular and accurate records of all transactions related to this agreement for a period of at least five (5) years from the date of such transaction(s), or longer if required by federal or state law or regulation.
- ix) Where available, Affiliate may request of CBS its desire and/or intent to rebrand or white label a particular CBS product. CBS has sole authority to approve or deny such request and shall not be obligated to approve any white label request. Upon written approval from an officer of CBS to allow Affiliate to white label a CBS product or service, Affiliate agrees that all marketing and fulfillment materials generated for the white labeled CBS product must be approved in writing by a CBS Compliance Officer prior to any use. All costs associated with the white label process shall be the

responsibility of Affiliate. Furthermore, Affiliate understands and agrees that CBS may charge a set up fee(s) for its time in developing the requested white label program.

- b) **Licenses and Approvals.** Affiliate shall obtain and maintain and provide current and ongoing updated copies of all necessary licenses and regulatory approvals to perform the duties and services agreed upon under this Agreement.
- c) **Confidentiality and Privacy.** All Affiliates shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. CBS may unilaterally revise the Confidentiality and Privacy Amendment at any time upon written notice to Affiliate.
- d) **Non-Circumvention.**
 - i) CBS agrees that it will not circumvent Affiliate by directly soliciting Affiliate's enrolled client(s) for purpose of selling Products and Services during the term of this Agreement.
 - ii) If Affiliate's client(s) choose to acquire CBS Products and Services through a competitor of Affiliate, CBS shall not be construed to be in violation of the preceding section provided that CBS did not directly or indirectly induce such customer to contract with such other Affiliate to acquire the benefits of CBS Products or Services or elements thereof.
 - iii) Notwithstanding sections c) i) or c) ii) above, CBS shall not be in violation of Non-Circumvention should CBS directly contract with a client or recommend that a client contract with a competitor of Affiliate so long as CBS either originally brought the client to Affiliate or CBS had a relationship with client prior to the effective date of this Agreement.
 - iv) Notwithstanding sections c) i) or c) ii) above, if an Affiliate's client terminates its agreement with Affiliate and subsequently, independently pursues CBS directly for CBS Products and Services, or elements thereof, CBS shall not be in violation of Non-Circumvention if CBS enters into an Agreement with such client for provision of CBS Products and Services or elements thereof, as long as there is a lapsed time between Affiliate's client's termination of services with Affiliate and the effective date of the new Agreement with CBS of at least ninety (90) calendar days.
 - v) Affiliate agrees that, during the life of this Agreement and for a period of one (1) year following any termination of this Agreement, they will not, directly or indirectly circumvent CBS in an attempt to conduct business with any CBS vendor being used under this Agreement.
- e) **Compliance with Laws and Conduct.** Affiliates shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any other obligations it may have governing its relationships with its clients.
- f) **Compliance with CBS Policies.** Affiliate shall comply, and shall ensure its employees comply with all CBS Policies, and shall instruct and encourage its Affiliates to comply with all policies, practices, procedures, processes and rules of CBS. Affiliate shall promptly notify CBS if an Affiliate or any employee is not in compliance with any CBS policy, procedure, process or rule.
- g) **Notice of Litigation or Proceeding.** Affiliate shall promptly notify CBS upon receiving notice of potential, threatened, or actual litigation or any inquiry or complaint with respect to this Agreement or any Product or Service. CBS shall have final decision-making authority to assume that administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

5) REGULATORY COMPLIANCE.

- a) **HIPAA Compliance.** Each Party agrees and certifies that it is and will continue to be in compliance with all applicable state and federal laws, rules and regulations, including by not limited to, applicable privacy and security acts such as the *Health Insurance Portability and Privacy Act* of 1996.

6) LIMITATIONS.

- a) Affiliate, either directly or through its employees, shall not:
 - i) Incur any expenses or liability on account of, or otherwise bind CBS without specific prior written approval from an Officer.
 - ii) Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of CBS.
 - iii) Extend the time for payment of any payment or waive any payment, or accept payment in any form. All payments shall be made directly to CBS.
 - iv) Institute or file a response to any legal or regulatory proceeding on behalf of CBS in connection with any matter pertaining to this Agreement or any Product, without CBS's prior written consent.
 - v) Misrepresent or induce any Affiliate to misrepresent, any provision, benefit, or cost of any Product.

7) COMPENSATION ADMINISTRATION.

- a) **Accounting.** CBS will account to Affiliate for payable commissions based upon initial and renewal payment received and accepted by CBS for sales submitted by or through Affiliate. CBS reserves the right to freeze Affiliate's account for a reasonable period of time to ensure that funds are available to reimburse CBS for any Indebtedness, should any indebtedness ever occur.
- b) **Effect of Return of Payment.** Except where provided on a Compensation/Product Schedule, if any money shall be returned by CBS on any sale, or should CBS become liable for the return thereof for any cause either before or after the Termination Date, Affiliate shall be responsible to pay to CBS compensation previously paid or credited to Affiliate's account on such returned money.
- c) **Set-Off.** CBS is authorized to set-off and apply any and all amounts due to Affiliate from CBS under this Agreement to any and all obligations or Indebtedness of Affiliate or its employees, other Sub-Affiliates or affiliates to CBS or its affiliates. This right of set-off does not require CBS to make any prior demand upon Affiliate, and the right exists irrespective of whether the obligations of Affiliate or its Affiliates are contingent or unmatured. The rights of CBS under Section 7 are in addition to any other rights and remedies which CBS may have under this Agreement.
- d) **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent (1%) per month.
- e) **Limitation of Compensation Actions.** Any claim by Affiliate regarding compensation must be brought within ninety (90) days from the date the compensation was reported on an accounting issued from CBS to Affiliate.

8) TERM AND TERMINATION.

- a) **Term.** The term of this agreement shall commence on the Effective Date for a period of one (1) year and shall automatically renew for successive one (1) year periods unless either party provides the other party with ninety (90) days prior written termination notice. Notwithstanding any other provision, the Agreement may be terminated before the expiration of its stated term as set forth in this section.
- b) **Termination for Cause.** CBS may promptly terminate this Agreement at any time before the expiration of its stated term, or thereafter, in the event that Affiliate:
 - i) has breached this Agreement, CBS company rules, guidelines or procedures, or state or federal law or regulation; or
 - ii) has become involved in any legal or regulatory proceeding which might impair its ability to perform its obligation; or
 - iii) has committed, or attempted to commit, an illegal, unethical or fraudulent act; or

- iv) has encouraged, induced or attempted to induce the replacement, lapse, or other termination of CBS products or services; or
 - v) has acted detrimentally towards CBS or its clients; or
 - vi) has withheld funds or documents from CBS or its clients; or
 - vii) has misrepresented CBS's products or services; or
 - viii) has misrepresented, falsified or omitted (or has encouraged or attempted to misrepresent, falsify, or omit) material information; or
 - ix) has had any license or bond refused, canceled, or not renewed.
- c) **Termination Not for Cause.** Either party may terminate this Agreement at any time prior to the expiration of its stated term, or thereafter, in the event that:
- i) The other party fails to perform any material obligation, warranty, or defaults on any obligation under this Agreement and such failure or default continues un-remedied for period of thirty (30) days; or
 - ii) Affiliate is merged, consolidated, sells all or a majority of its assets, or implements any substantial change in management or control affecting a majority of its shares, or, if the Affiliate is an individual, is employed full time by any entity and has his/her employment terminated.
- d) **Automatic Termination.** This Agreement shall be Terminated For Cause automatically, with no further action by either party, if a receiver is appointed for either party or its property, either party makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law or either party is liquidated or dissolved. This Agreement shall also terminate automatically if Affiliate ceases usual business operations.
- e) **Remedies Not Exclusive.** Except as specifically provided to the contrary herein, the right of either party to terminate this Agreement is not an exclusive remedy and either party shall be entitled alternatively or cumulatively to any and all other remedies available to it.
- f) **Goodwill.** Affiliate agrees that any goodwill or market share created by the Products and Services or Affiliate's efforts pursuant to this Agreement will not generate any separate or additional compensation, clientele indemnity, termination damages, or special damages of any other kind from CBS to Affiliate and that any such goodwill belongs to CBS. Affiliate shall invest as required in its discretion to market and support the Products and Services during the term of this Agreement, including without limitation building up the market and further agrees that Affiliate's sole return and reimbursement for this shall be from Affiliate's share of payments set forth herein and from no other source. On termination, Affiliate shall not make any claim, demand, or request for any additional remuneration whatsoever and shall hold harmless and indemnify CBS against any such claim, demand or request.
- g) **Termination Procedure.** Upon termination of this Agreement for whatever reason, Affiliate shall no longer promote or market the CBS Products or Services, and shall no longer present itself in any way as an Affiliate of CBS or of its Products and Services.
- i) Affiliate shall deliver to CBS, at no cost to CBS, within thirty (30) days after termination hereof, any resulting CBS media, documentation, inventory, demonstration copies and materials of whatever kind or nature regarding the Products or Services, in Affiliate's possession or control.
 - ii) The parties shall use reasonable efforts to carry out an orderly termination of their relations and to provide a smooth transition from Affiliate to CBS or CBS's designated Affiliate.
 - iii) Each client may continue to use the Products and Services sold to them by Affiliate, it being understood that the clients' rights set forth are independent of this Agreement and will survive termination of this Agreement.
 - iv) Affiliate will cease using any CBS trademarks or trade names and will promptly return to CBS all advertising, promotion and similar materials and cancel all advertising and promotion of the Software.

9) INDEPENDENT CONTRACTOR.

- a) Affiliate is an independent contractor and not an employee of CBS. Subject to legal and regulatory requirements, Affiliate shall be free to exercise Affiliate's own judgment as to the persons from whom Affiliate will solicit and the time and place of such solicitation.

10) SUBSCRIPTION PROCEDURE.

- a) **Client Subscriptions.** Only CBS may enter into Agreements with clients. This Agreement does not require the Affiliate to provide technical support before, during or after Products or Services have been purchased.
- b) **Discontinuance of Products or Services.** CBS may discontinue contracting, distributing or licensing any Products and Services at any time, without notice, and may cancel any orders for such discontinued Product or Service without any liability to Affiliate or any other third parties. No such cancellation, refusal or delay will be deemed a termination (unless CBS so advises Affiliate) or breach of this Agreement by CBS. Notwithstanding the above, CBS will use reasonable efforts to provide Affiliate with thirty (30) days prior notice before taking such actions.
- c) **Channel Conflict.** In the event the parties to this Agreement have a dispute regarding who solicited a client, the parties agree to work out in good faith a reasonable solution to this conflict. In the event Affiliate has a dispute with another CBS distributor, Affiliate, selling agent or reseller regarding a solicitation of CBS Products and Services to a client, CBS shall in good faith arbitrate this dispute. CBS's decision in any dispute shall be final.

11) LIMITATION OF WARRANTIES; INDEMNIFICATION.

- a) **Disclaimer of Warranties.** To the extent permit by applicable law, all implied warranties, including but not limited to implied warrants of merchantability and fitness for a particular purpose, are hereby disclaimed.
- b) **No Consequential Damages.** In no event shall CBS be liable for incidental or consequential damages of any kind, even if CBS has been advised of the possibility of such damages.
- c) **Limited Liability.** The liability of CBS, if any, for damages relating to any of its Products and Services shall be limited to one (1) month of subscription fee received by CBS for such Product or Service.
- d) **Indemnification.** Each party will defend and indemnify the other party (including reasonable attorney's fees and costs of litigation) against and hold the other party harmless from, any claims by any third party resulting from either party's misrepresentations regarding the Products and Services. CBS agrees to defend or, at its option, settle any action or claim based upon a third party's claim of patent, copyright, trade name or trade secret infringement asserted against Affiliate because of its use of the Products or Services as delivered by CBS, provided that CBS is given prompt notice of the action or claim and the right to control and direct the investigation, defense and settlement thereof and further provided that Affiliate shall reasonably cooperate with CBS in connection with the foregoing.

12) INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.

- a) **Intellectual Property Rights.** Affiliate acknowledges CBS's exclusive right, title and interest in and to any patents, copyright, trademarks, trade names and similar rights which CBS may at any time own, adopt, use or register (jointly referred to as the "**Intellectual Property Rights**") and will not at any time do or cause to be done any act or thing contradicting or in any way impairing or tending to impair any part of said right, title and interest. Affiliate specifically acknowledges that its appointment as Affiliate and its representation of any Product or Service identified by any Intellectual Property Rights shall not create in Affiliate any right, title, or interest in such rights.
- b) **Confidential Information.** During the terms of this Agreement, CBS may disclose to Affiliate certain proprietary information, including but not limited to technical information, business and financial data and

other trade secrets relating to CBS's business ("**Confidential Information**"). Affiliate agrees that this Confidential Information constitutes valuable business assets of CBS, the disclosure of which to third parties may cause irreparable damage. Affiliate agrees not to disclose the Confidential Information to any parties without CBS's prior written consent. This obligation shall survive the termination of this Agreement.

- c) Affiliate agrees that it will only use the Intellectual Property Rights and Confidential Information to market Products and Services and that, upon expiration or termination of this Agreement, it will discontinue any use of the Intellectual Property Rights and Confidential Information without demand or judicial resolution.
- d) Affiliate shall promptly notify CBS of any infringements, imitations, illegal use, or misuse of the Intellectual Property Rights and Confidential Information that come to Affiliate's attention. Affiliate agrees to take any action requested by CBS, at CBS's reasonable expense, in any court, administrative agencies or otherwise, to prevent the infringement, imitation or illegal use or misuse of any Intellectual Property Rights and Confidential Information. Affiliate agrees to assist CBS in protecting CBS's Intellectual Property Rights and Confidential Information and to make promptly available to CBS and its attorneys all of Affiliate's files, records and other information pertaining to the advertising, promotion and solicitation of the Products and Services.

13) GENERAL.

- a) **Product.** CBS shall retain the right to decide whether to develop new or withdraw a Product or Service. CBS may discontinue or change a Product or Service at any time.
- b) **Affiliate of Record.** The Affiliate of Record for any Product or Service shall be determined by CBS records. CBS reserves the right to change the Producer of Record according to CBS procedures and shall have no obligation to designate a successor producer of record.
- c) **Notice.** Any notice required or permitted to be sent to CBS or Affiliate under this Agreement shall be delivered personally or sent by U.S. Mail or by express mail to:

**Concierge Benefit Services
1047 N. 205th Street
Elkhorn, NE 68022**

Or to Affiliate at:

- d) **Entire Agreement.** This Agreement constitutes the entire understanding and contact between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
- e) **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
- f) **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

- g) **No Waiver.** Failure of CBS to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
- h) **No Assignment or Change.** Except for Compensation/Product Addendums, Confidentiality and Privacy Amendments and any other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing at the sole discretion of CBS. For Compensation/Product Addendums, Confidentiality and Privacy Amendments and any other amendments to the Agreement which are required by federal, state or local laws or regulations may only be modified or amended and distributed by CBS and need not be signed by Affiliate to be effective.
- i) **Validity, Forum, Laws and Construction.** The legal relations between the parties shall be governed by the laws of the State of Nebraska, regardless of the choice of law provisions of Nebraska or any other jurisdiction. Litigation or arbitration of disputes under this Agreement shall be conducted in the State of Nebraska. The parties further agree not to disturb such choice of forum, hereby waive the personal service of any and all process upon them and consent that such service of process may be made by certified or registered mail, return-receipt requested, addressed to the parties as set forth in this Agreement.
- j) **Third Party Beneficiaries.** Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary and approved in writing by CBS.
- k) **Excused Performances.** Neither party shall be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbances, fire, transportation contingencies, shortages of facilities, fuel energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond its reasonable control.
- l) **Survival.** Affiliate's appointment pursuant to this Agreement shall immediately terminate on the Termination Date. Except for all sections of this Agreement containing marketing, sales and/or recruiting of other Affiliates, all other provisions of this Agreement shall survive its termination.
- m) **Authority to Execute.** Each party to this Agreement represents and warrants that it has full power to enter into this Agreement.
- n) **Headings.** Any section nor other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

Remainder of this page intentionally left blank.

CONFIDENTIALITY AND PRIVACY AMENDMENT

This Confidentiality and Privacy Amendment (“Amendment”) is made part of and incorporated into the Affiliate Agreement between Affiliate and CBS and is effective on the date of the Agreement. To the extent any provisions of the Agreement conflict or are inconsistent with any provisions of this Amendment, the provisions of this Amendment shall control. All other Terms and Conditions of the Agreement not inconsistent with the terms of this Amendment shall remain in full force and effect.

- 1) **Definitions.** Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Agreement.
- a) **“Business Information”** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of CBS including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the CBS. Business Information does not include (i) information similar to Business Information which is independently owned and developed by Affiliate or (ii) information relating to direct or indirect compensation payable, paid or provided to Affiliate under the Agreement.
 - b) **“Confidential Information”** means Business Information and Personal Information.
 - c) **“HIPAA Privacy and Security Rules”** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164 and the Security Standards at 45 CFR part 160, part 162 and part 164, as may be amended from time to time.
 - d) **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
 - e) **“Personal Information”** means a first name or initial and last name in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, credit card number and other similar individually identifiable personal information which is not publicly available.
 - f) **“Affiliates”** means all directors, officers, employees, agents, consultants, subcontractors, professional advisors and affiliates of Affiliate.
 - g) **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information in, or interference with system operation in, an electronic information system containing Confidential Information.
- 2) **Affiliate’s Obligations Regarding Confidential Information**
- a) **Confidentiality.** Affiliate agrees to retain all Confidential Information in strict confidence. Affiliate will not sue, disclose, transmit, store or transport Confidential Information except for purposes related to Affiliate’s performance of obligations under the Agreement. Affiliate is responsible to CBS for any information Security Breach by its Affiliates or employees.
 - b) **Reporting Unauthorized Use, Disclosure or Information Security Breach.** Affiliate agrees to report each of the following to CBS:
 - i) Any use, disclosure or Information Security Breach of Confidential Information not authorized or provided for by the Agreement; and
 - ii) Any successful Security Incident of which it becomes aware.
 - iii) Any report made pursuant to this Section (2)(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that Affiliate becomes aware of such unauthorized

use, disclosure, Information Security Breach or successful Security Incident. Affiliate shall take action(s) requested by CBS to mitigate any such unauthorized use, disclosure, Information Security Breach or Security Incident.

- 3) **Return of Confidential Information.** Affiliate will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if the Affiliate is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the expiration of the Affiliate's record retention requirements. Upon written request of CBS, the destruction or return of the Confidential Information shall be confirmed in writing. If the return or destruction of the Confidential Information is not feasible, the protections of the Agreement shall be extended for so long as Affiliate maintains the Confidential Information, Affiliate's use and disclosure of such Confidential Information shall be limited to those purposes that make the return or destruction of the Confidential Information not feasible.
- 4) **Disposal of Confidential Information.** Affiliate agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.
- 5) **Permitted Uses and Disclosures of Confidential Information by Affiliate.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal laws or regulations, Affiliate may use, disclose, transmit, store and transport Confidential Information:
 - a) For the proper management and administration of Affiliate's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or Affiliate obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person; and
 - b) To carry out the legal responsibilities of Affiliate; and
 - c) To its Affiliates if the Affiliate is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby.
- 6) **PCI-DSS Requirements.** Affiliate will not store any credit or debit card data. If Affiliate transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, Affiliate will employ safeguards that comply with the CBS's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time, or otherwise protect the data by adequately securing its transmission.
- 7) **General Provisions.**
 - a) **Compliance with Laws.** Affiliate shall comply with its obligations under the Agreement, this Amendment and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
 - b) **Amendment.** This Amendment shall be amended to conform to any legal requirements that result from any changes, revisions or replacements of any applicable state or federal law or regulation as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. CBS may change, revise or replace this Amendment in its sole discretion upon notice to Affiliate without the consent of Affiliate. In the event of a conflict between the requirements of this Amendment and those of the HIPAA privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.

- c) **Disclosures Required By Law or a Governmental Authority.** If either party is required to disclose Confidential Information in response to legal process or a governmental authority, such party shall immediately notify the other party and, upon request, cooperate with the other party in connection with obtaining a protective order. The disclosing party shall furnish only that portion of the Confidential
 - i) Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment shall be accorded such Confidential Information.

- d) **Survival.** The respective rights and obligations of Affiliate under this Amendment shall survive the termination of the Agreement.

8) Cost of an Information Security Breach. Affiliate shall be responsible for the costs associated with an Information Security Breach that results from the failure of Affiliate's information security program or Affiliate's failure to comply with federal or state laws. Affiliate will cooperate with CBS to mitigate any damages that may result.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified below.

AGREED AND ACCEPTED:

Acknowledged by Affiliate:

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged by CBS:

By: _____

Name: _____

Title: _____

Date: _____

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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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 *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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.

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 ▶
------------------	----------------------------	--------

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.



Direct Deposit Authorization Form

I authorize you and the financial institution listed below to automatically deposit amounts earned and payable to my:

Checking Account or Savings Account

This agreement will remain in effect until I have cancelled/changed it in writing.

Financial Institution's Name: _____

Financial Institutions Address: _____

Affiliate/Company Name: _____

Account Number: _____

Routing Number (9 digits): _____

VOID CHECK REQUIRED

X _____
Signature of Authorized Signer (Required)

Date Signed (MM/DD/YY)

Fax or email this form along with a voided check to the information below:

Accounting department fax: 888-972-4958

Accounting secure email link:

<https://cbs.hostedftp.com/~accounting@conciergebefitsservices.com/>

Direct Deposit Authorization Form

**Concierge Benefit Services & Concierge Administrative Services
Affiliate URL Set-Up Form**

Affiliate must also complete and submit this form with the following requested information:

1. Affiliate Name: _____
2. Affiliate Phone Number: _____
3. Affiliate Fax: _____
4. Affiliate Email: _____
5. Affiliate Mailing Address: _____
6. Affiliate Website: _____
7. Affiliate Logo on White Background (please email to duane@conciergebefitsservices.com)