

Marketing Agreement / Employer Services Addendum

DEFINITIONS:

BROKER is an entity who has the ability and resources to solicit, generate and provide sales services to prospective companies that may become **CLIENTS** of Empire AND **BROKER**.

CLIENT: Any individual, partnership, LLC, Corporation or company introduced by BROKER to Empire whom has signed up for SERVICES with a COMPANY.

SERVICES potential benefits or benefits to the CLIENT in the area of, but not limited to, ASO, (Administrative Service Organization) Employee Benefits, Employer Services, Employee Leasing, Human Resource solutions, (HR) Loss Control, Payroll processing and solutions, Professional Employer Organization, (PEO) Risk Management, Workers Compensation and other insurance or business services. Such shall be referred to as "SERVICES";

COMPANY/COMPANIES and THIRD PARTY/THIRD PARTIES: any company engaged in Employer Services or Business Services introduced or contracted by Empire. COMPANIES include, but not limited to ASO's, (Administrative Service Organization) Employee Benefits, Employee Leasing, Human Resource solutions, (HR) Loss Control, Claims Administrators, Payroll Solutions, PEO's, Risk Management, Workers Compensation and other insurance or business services providers;

COMMISSIONS shall mean compensation to be paid to Broker. For the purpose of this Agreement, REFERRAL FEES and COMMISSIONS are the same.

1) TERMS AND CONDITIONS: Empire's Obligations to BROKER: (a) agrees that upon notification of receipt prospective CLIENT by BROKER, Empire will protect BROKER relationship with that potential CLIENT from being infringed upon by another Broker for a period of 60 days. Notification shall mean receipt of email from Empire stating such submission has been received and protected, or the entry of the prospective Client Company into Empire's agent portal or application manager; or such other method as defined by Empire from time to time; (b) Notify BROKER within seven (7) business days (immediately) from date upon which BROKER submits a potential CLIENT or BROKER to Empire if a conflict exists; (c) Pay commissions to Broker on a timely basis, as provided in this Agreement.

2) BROKER'S OBLIGATIONS: As a Broker of Empire, Broker shall have the following obligations: (a) BROKER agrees to assist Empire in generating CLIENTS; (b) Provide complete submissions including supplemental materials; (c) Provide administrative assistance in obtaining any additional necessary forms or documents including Client Service Agreements or employee rosters; (d) BROKER shall pay its own marketing and operating expenses; (e) Broker shall use and deal in Good Faith and best efforts to foster the relationship between the CLIENT and Empire (f) Obtain and hold business registrations or licenses that may be required where it conducts business in compliance with the law and best practices; (h) In the event that BROKER is notified by Empire that a CLIENT is in violation of a COMPANY'S payment terms of the Client Service Agreement, BROKER will use its best efforts to assist in collecting said payment(s).

3) COMPENSATION TO BROKER AND PAYMENT TERMS: Compensation to Broker: Unless this Agreement is terminated earlier, all compensation is to be paid by Empire to BROKER for the life of said CLIENT account for its activity and shall be vested immediately. Empire will pay to BROKER commissions for any and all prospects generated by BROKER who were successfully placed by Empire with a COMPANY who is "current" on their account. For the purpose of this agreement, "current" means "not delinquent" and/or "up to date". Said commissions paid to BROKER are a predetermined commission typically derived from a percentage of the Workers Compensation Premium written and collected for each CLIENT on each and every payroll processed by the COMPANY. Empire will remit to BROKER a commission determined on a case by case basis and mutually agreed upon by Empire and BROKER as commissions are earned throughout the relationship between CLIENT referred by BROKER and COMPANY are maintained, as long as the CLIENT remains a CLIENT of Empire. Commission shall not be deemed earned by BROKER until Empire receives such commissions on the referred CLIENT. Empire will provide to BROKER a commission check along with a monthly accounting on or around the 20th of each month. Such payment will include Broker's commission for each CLIENT transaction and activity successfully concluded during the preceding month. The designated payment date may be delayed up to two (2) weeks after BROKER is given prior written notice of any administrative problems encountered by Empire of the CLIENT'S relationship with Empire. In the event a dispute related to a commission arises, BROKER shall receive the non-disputed portion amount in full after the twentieth (20th) day of each month as described herein or any extension period aforementioned, and the remainder when such dispute is resolved. Should COMPANY be forced to declare an Event of Default on the CLIENT, as defined in COMPANY'S agreement(s) with CLIENT, then BROKER shall irrevocably forfeit any right to commission(s) earned during the period that the default existed until such time as the default is cured. And in recognition of Empire's increased costs of monitoring and collecting monies owed until all condition(s) causing the default are cured, Empire shall also retain the right to offset or to apply any commission or other funds due to Broker pursuant to this agreement on account of any obligation owed to Empire by BROKER.

4) NON-CIRCUMVENTION: It is agreed that certain transactions between the parties will require and result in use of a Third Party or the introduction of a Third Party or a Third Party or COMPANY or Services Provider by Empire to BROKER, whether or not that Third Party is or was previously known to BROKER. This Third Party shall be deemed a COMPANY. It is also understood and agreed by the BROKER that Empire brings value and advantage to the BROKER in the form of access to COMPANIES, product knowledge, familiarity of appetite, guidelines, production volume, relationship, goodwill and other intangibles that are attributed to Empire, and the BROKER understands Empire would suffer irreparable financial loss for its efforts should this NON-CIRCUMVENTION be violated by the BROKER.

5) CONFIDENTIALITY: The parties understand that the BROKER will be privy to information regarding the COMPANIES utilized by Empire, and will thus be privy to valuable and or confidential business procedures, processes, forms, disclosures and documents and as well as a substantial amount of goodwill, trade ideas and secrets. Therefore, BROKER hereby irrevocably understands, confirms and agrees that the identities and information about or of the COMPANIES as defined herein, and such knowledge and expertise, are valuable and proprietary to Empire, whether that COMPANY or contact is made available or information is known or unknown at the time of this agreement. This is to confirm that the BROKER, jointly and severally, it's or their affiliates and assignees confirm that any corporation, entity, division, subsidiary, employees, marketing representative, or agent, agents or consultants, or assignees thereof will not make any contact with, deal with or otherwise involve in any transaction any COMPANY without written permission of Empire. Empire has agreed to compensate BROKER(S) for sales/acquisitions of CLIENTS under this Agreement for the acquisition of CLIENTS. Empire has established know-how, expertise, contacts, relationships and goodwill in the area of ASO, (Administrative Service Organization) PEO (Professional Employer Organization) Employer Services, Employee Leasing, Human Resource solutions, (HR) Loss Control, Payroll Services and Providers, Risk Management, Workers Compensation and other insurance or business services, and brings significant value, specialization and will make available to BROKER its expertise and valuable knowledge of various COMPANIES products and services. Empire is not an ASO, PEO, HRO, OR ESO and does not provide Payroll Services or Benefits Administration or to CLIENTS, however works in the capacity of a wholesaler/intermediary through a specific Agreement with such COMPANIES. By BROKER'S signature below and execution of this agreement, the BROKER jointly and severally, it's or their affiliates and assignees confirm that any corporation, entity, organization, firm, company or individual of which the undersigned is a party to, employee of, member of, or otherwise which would benefit financially from an association, is bound by this agreement. The parties recognize that any breach of the Confidentiality, Non-Compete or Non-Circumvention provisions contained herein will cause Empire damages that cannot be easily calculated and will cause said party imminent harm, irreparable injury to which the non-breaching party has no adequate remedy at law. Accordingly, both parties understand and agree that Empire shall be entitled to forego/cease the payment of commissions to BROKER and as well to seek equitable remedies, including injunctive relief.

6) NON-COMPETE: BROKER recognizes that in the highly competitive business in which Empire is engaged, personal contact is of primary importance in securing new Client Companies and in retaining the accounts of Client Companies, and Broker therefore agrees that it will not, for a period of two (2) years after termination of this Agreement (a) solicit, directly or indirectly, any person, company, or firm which is a Client Company of Empire for the purpose of providing the same services being provided by Empire to the Client Company at the time of solicitation, or (b) request, induce or attempt to influence any employee of Empire to terminate his or her employment with Empire.

Empire Underwriters, LLC
Empire General Insurance Agency, LLC

BROKER:

Urania Vargas
Its: President
Empire Underwriters, LLC
dba Empire General Insurance Agency, LLC
a Florida Limited Liability Company

Name of Agency – Brokerage:

Signature:

Print Name:

Date

Title:

Date: