# Affiliate Agent Agreement

This Affiliate Agreement ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ ("Effective Date") by and between Integrity Benefits Solutions with offices at 7101 W 12th St, Suite 402, Little Rock, AR 72204 ("Company") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

("Affiliate").

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged the parties here to agree as follows:

1. Affiliates

1. Subject to the terms and conditions of the Agreement, Affiliate may from time to time refer potential Clients (“Clients”) to Company. Affiliate shall give Company written notice of referred Clients by email at akbarandassociateslegal@gmail.com, or through email return receipt requested.

1. Company, in its sole discretion, shall have the option to enter into, or decline to enter into, an Agreement with any Client. In the event Company declines, for any reason, to enter into an Agreement with any Client, Company shall have no obligation to Affiliate under this Agreement or otherwise with respect to such Client.

1. If (a) such Client has (i) not previously entered into an Agreement with Company; (II) not previously been referred or introduced to Company in writing by any other person; and (III) not previously been documented as a Client (as defined below); and (b) Company enters into an Agreement with any such Client, upon such terms and conditions acceptable solely to Company and such Client, within thirty (30) days of such Client being referred to Company by Affiliate, such Client shall be considered a “Client” for purposes of this Agreement and Company shall pay a fee to Affiliate as set forth below in Section 2.

1. In the event a Client of an Affiliate is disputed among one or more Affiliates, finders or other persons, Company alone shall determine which party, based solely upon who first provided it with written notice of such Client, is entitled to a fee, if any, with respect to such Client.

2. Compensation

1. Company shall pay to Affiliate an Affiliate Fee in the amount set forth in Exhibit A based on gross amount collected by Company from each qualified referral Client from the Affiliate who purchases Company benefit packages. A qualified Client is defined as any person or entity referred to Company by the Affiliate and converted into an investor. Collected investments received from qualified Client will entitle Affiliate to compensation as specified while Agreement is in force. Once a qualified Client has been converted to an investor (new account for Company) by Affiliate and/or Company, the Affiliate may manage the relationship with assistance from Company while Company provides the service.

1. Company shall pay the Affiliate Fee to Affiliate on the following dates (each such date shall be a “Payment Date”), in a given calendar year: on the 5th of each Month. Commencing on the first Payment Date 30 days after the commencement of an Agreement, Company shall pay Affiliate the Affiliate Fee earned on each payment collected. The Affiliate shall not be entitled to any payment from Company except as specifically provided herein.

3.Term and Termination

1. The initial term of this Agreement shall be one (1) year from the Effective Date and shall be renewed there after automatically on a month-to-month basis, unless sooner terminated as here in after provided, subject to and upon the conditions specified herein.

1. Either party may terminate this Agreement at any time upon ten (10) days prior written notice to the other party. Upon termination of the Agreement, a list shall be prepared of all pending unfinished business involving any Clients or Clients introduced by Affiliate (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Affiliate Fees after the termination of this Agreement); provided, however, Affiliate shall cease to be entitled to any Affiliate Fees due to it as of the date of termination if this Agreement is terminated by Company for cause as hereinafter defined. As used herein, “cause” shall mean any breach of sections 4.1, 8.3 or 8.4 of this Agreement by Affiliate. In no event shall the above referenced list include any parties that were not identifies to Company by Affiliate as Clients in writing prior to giving the termination notice.

4. Acting as Finder Only: Non-Exclusivity

1. It is understood that Affiliate is acting as a finder only and shall have no authority to enter into any Agreements,

obligations or commitments on Company’s behalf, or to negotiate the terms of Clients’ Agreements with Company. Affiliate hereby agrees to indemnify, defend, and hold Company harmless and from any claims, actions, lawsuits, damages, awards or judgments arising out of any such Agreements, obligations, or commitments undertaken by Affiliate or the breach thereof.

1. Affiliate acknowledges that Company may enter into Affiliate Agreements or similar arrangements with other parties and that Affiliate shall have no rights under such Agreements or to any fees for Clients referred to Company by others or identified by Company itself.

1. Relationship

Affiliate and Company expressly intending that no employment, partnership, or joint venture relationship is created by this Agreement, hereby agrees as follow: (i) neither Affiliate nor anyone employed by or acting for or on behalf of Affiliate shall ever be construed as an employee of Company and Company shall not be liable for employment taxes respecting Affiliate or any employee of Affiliate; (ii) Affiliate shall not make any commitment or incur any charge or expense in the name of Company without the prior written approval of Company; (iii) Affiliate expressly acknowledges and agrees that except to the extent expressly provided herein, neither Affiliate nor anyone employed by or acting on behalf of Affiliate shall receive or be entitled to any consideration, compensation or benefits of any kind from Company; (iv) Affiliate will be solely responsible for paying any and all taxes levied by applicable laws on its compensation; (v) Affiliate understands that Company will not withhold any amounts for payment of any taxes from Affiliate's compensation.

1. Indemnification

Each party shall indemnify, defend and hold the other party (and all affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and attorney’s fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) such party’s default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of such party or its employees, affiliates, contractors or invitees.

1. Express Prohibitions

The Affiliate shall not be permitted, without the Merchant’s express consent, or permit others within their influence and control:

1. to make public statements – including statements to the press or media – in regard to the Company, Company's business model, Company policy, operating procedures or other internal knowledge;

1. to use the Company's logo or trademarked name of Company on letterheads, domain names or advertisement without permission. Violations will result in revocation of the Affiliate's status without notice.

1. to provide information or make promises that differ from the content of Company's documents as expressed on the official Company's website and marketing brochures.

1. to use material other than the original Company's brochures, flyers, postcards, sample ads, or printed forms without express consent.

1. to sell original Company documents or pass them on to unauthorized persons

1. to use any software in the name of the Company

1. to accept any money from Clients

1. to assign any claims against Company to any third parties.

1. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT

LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION,

DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES

PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY’S LIABILITY ON ANY CLAIM, LOSS OR

LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO AFFILIATE DURING THE SIX (6) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY COMPANY.

1. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party’s regular business hours or by facsimile before or during receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10. Explanations

1. Entire Agreement: This Agreement is the final, complete and exclusive Agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and Agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

1. Waiver: The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

1. Notice: All notices given and requests made hereunder must be sent in writing and must be delivered or sent either by nationally recognized overnight courier or registered or certified United States mail, return receipt requested, postage prepaid. All notices to either party shall be delivered to their respective addresses listed above. The parties may change their address by notice delivered to the other party. Any notice or request sent by registered or certified United States mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice or request sent by overnight courier service shall be deemed given on the date of receipt or refusal of the same.

1. Confidentiality: Affiliate acknowledges that by reason of its relationship to Company hereunder, it may have access to certain information and material concerning Company’s business, plans, Clients, technology and products that are confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Affiliate agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Affiliate of Company and disclosure by Affiliate of any confidential information of Company and any materials related to Company shall be immediately returned to Company. Affiliate acknowledges that the provisions of this Section are reasonable and necessary for the protection of Company and that Company will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, Affiliate agrees that, in addition to any other relief to which Company may be entitled in the form of actual or punitive damages, Company shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining Affiliate from any actual or threatened breach of such provision. The terms of the Section shall survive termination of this Agreement.

1. Ownership: To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, or other materials prepared by Referring Party in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Affiliate hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Affiliate rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Affiliate hereby irrevocably and unconditionally waives all enforcement of such rights. Affiliate shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Affiliate as part of its services under this Agreement shall be owned by the Company.

1. Representations, Warranties and Covenants: Affiliate represents, warrants and covenants to Company that at the Effective Date and continuing for the term of this Agreement that neither the execution and delivery of this Agreement nor the sale of Company services in accordance with the terms of this Agreement violates or will violate the provisions or obligations of any other Agreements to which Affiliate is a party or by which it is bound.

1. Dispute Resolution: All disputes under this Agreement shall be settled by arbitration in Arkansas or Unites States before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

1. Successor and Assigns: Except as otherwise expressly provided in this Agreement, the obligations under this Agreement shall bind and benefit the successors and assigns of the parties hereto, Affiliate shall not assign this Agreement without the prior written consent of Company, and any attempt by Affiliate to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

1. Governing Law: The laws of the State of Arkansas and United States shall govern this Agreement without giving effect to the choice of law provisions thereof. Affiliate agrees to submit to the jurisdiction of the state or federal courts of Arkansas and United States.

1. Authority: If either party is a corporation or limited liability company, each person executing this Agreement on behalf of such party hereby covenants, represents and warrants that such party is duly formed or duly qualified and that each person executing this Agreement on behalf of such a party is an officer or member of such party and is duly authorized or execute, acknowledge and deliver the Agreement to the other party.

1. Counterparts: This Agreement may be executed in one or more counterparts and facsimile signatures shall be sufficient to indicate acceptance by the parties, each of which shall be original and all of which shall constitute one and the same instrument named below.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

Integrity Benefits Solutions Affiliate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7101 W 12th St Suite 402 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Little Rock, Ar. 72204 City\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_ Zip\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#  Authorized Personnel Only

 Affiliate Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID# \_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_\_

Ref Affiliate Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID# \_\_\_\_\_\_\_\_\_\_

# Exhibit A

1. Compensation

Total compensation of 7% - 20% is paid out over 2 tiers as shown in following chart:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **One Time** **Consultation Fee** | **Tier 1** **Payout %**  | **Tier 1 Payout $**  | **Tier 2** **Payout %**  | **Tier 2 Payout $**  |
| $250  | 12.0%  | $30  | 8.0%  | $20  |
| $500  | 10.0%  | $50  | 5.0%  | $25  |
| $750  | 8.0%  | $60  | 5.0%  | $40  |
| $1,000  | 7.5%  | $75  | 5.0%  | $50  |
| $1,250  | 8.0%  | $100  | 4.0%  | $50  |
| $1,500  | 7.0%  | $105  | 4.6%  | $70  |
| $1,750  | 6.6%  | $115  | 4.8%  | $85  |
| $2,000  | 6.5%  | $130  | 4.7%  | $95  |
| $2,250  | 6.2%  | $140  | 4.8%  | $110  |
| $2,500  | 6.0%  | $150  | 5.0%  | $125  |
| $3,000  | 5.5%  | $165  | 4.5%  | $135  |
| $4,000  | 4.6%  | $185  | 3.5%  | $140  |
| $5,000  | 4.0%  | $200  | 3.0%  | $150  |
| $6,000-$100,000  | 5.0%  | $300-$5,000  | 2.0%  | $120-$2,000  |

1. Payment Date

Company shall pay the Affiliate Fee to Affiliate on the following dates (each such date shall be a “Payment Date”), in a given calendar year: on the 5th of each Month. Commencing on the first Payment Date 30 days after the commencement of an Agreement, Company shall pay Affiliate the Affiliate Fee earned on each payment collected. The Affiliate shall not be entitled to any payment from Company except as specifically provided herein.

|  |  |  |
| --- | --- | --- |
| Integrity Benefits Solutions  |   | Affiliate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7101 W 12th St  |   | Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Suite 402  |   | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Little Rock, AR 72204   |   | City/St/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |   | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |   | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |   | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

#  Authorized Personnel Only

 Affiliate Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID# \_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_\_

Ref Affiliate Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID# \_\_\_\_\_\_\_\_\_\_

Revised: February 23, 2017