

This contract ('Contract') is made on this day, and is digitally recorded by this website, between Winning Edge Marketing, Inc ('WEM'), with a principal place of business being in the State of New Jersey, and the individual and/or entity listed in this online web application, who is applying to be an approved WEM Marketing Representative (hereinafter referred to as the "MR") with a principle place of business recorded and detailed in this appointment application. A copy of the WEM executed contract will be included in the electronic Agent Welcome Letter Acknowledgement.

## **GENERAL RECITALS**

WHEREAS, WEM, is a National Marketing Organization that provides unique, membership-based products and services to qualified, licensed individuals, agents, agencies and entities.

WHEREAS, the MR is in business to market insurance products and services to individuals, and desires to offer the WEM promoted programs to individuals, clients and organizations.

WHEREAS, the MR hereby agrees to market said membership, products and services in the United States and its territories and its possessions, where licensed, appointed and approved to do so.

WHEREAS, WEM desires to utilize the MR marketing expertise and business relationships to expand WEM's promoted memberships, products and services.

NOW, THEREFORE, in consideration of the mutual covenants and contractual provisions set forth in this Contract herein, the parties hereto agree to the following:

## **ARTICLE 1. TERM OF CONTRACT**

1.01. This contract will become effective on the date hereof and will continue in effect for a period of two (2) years unless terminated earlier. This contract will automatically renew for 1-year successive periods as long as the MR continues to perform marketing services that are acceptable by WEM.

## **ARTICLE 2. SERVICES PERFORMED BY THE MR**

### Specific Services

2.1. (a) The MR agrees to provide services by marketing, developing, and registering new memberships to facilitate members to obtain Association membership-based product(s), benefits and services.

(b) The MR agrees to utilize its own assets and resources to market the specific membership programs, products and / or services through its existing and/or future business contacts and relationships.

### Method of Performing Services

2.2. The MR can determine the method, details, and means of performing the above-described services and shall abide by all applicable guidelines, laws and regulations, including those relating to solicitation including but not limited to robo-calling, direct dialer calling systems, Do Not Call list guidelines and warrant and represent that all marketing practices in relation to the presented programs are and will be in compliance with: (i) the Telephone Consumer Protection Act (TCPA) regarding unsolicited telemarketing and faxing; (ii) the CAN-SPAM act of 2003, regarding unsolicited e-mail; and (iii) any similar act now existing or hereinafter becoming law (collectively, including HIPAA, the "Acts"). Any

violation of any of the Acts MR will be responsible for the costs and expenses of both Parties arising from or in any way connected with said violation(s). MR will work to ensure that each marketer, broker, agent and or contractor that it contracts with in conjunction with the promotion of Protection Plus Life will comply with all aforementioned compliance regulations and hold WEM, FFIA and their contracted vendors harmless in relation to any unauthorized actions or violations.

All marketing methods must be approved in writing by WEM, the sponsoring Association and / or issuing Insurance Carrier as required by MR Producer Appointment Agreement with issuing carrier prior to implementation by the MR. Violation of any law or regulation may be grounds for termination of this Agreement / Contract and carrier Producer Appointment for cause. The MR shall be responsible for paying any penalties or fines caused by any such violation and reimbursing WEM for any expenses incurred by WEM due to such a violation.

### **Status of the MR**

2.3. The MR enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. The MR hereby acknowledges that as an independent contractor, the MR is not and will not become an employee, partner, agent, or principal of WEM while this Contract is in effect. The MR agrees it is not entitled to the rights or benefits afforded to WEM employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. The MR is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, errors and admissions coverages and licenses for itself and for its employees, when and if required by law to do so.

2.4. The MR and or any of the MR appointed sub-representatives in the MR hierarchy are to be fully licensed in its resident state and any other non-resident state(s), receive affirmative carrier Producer Appointment as required and contracted to represent the product(s) and services of WEM to legally receive fee compensation for the business transaction of WEM supported membership based programs and the transaction of any included insurance benefits.

### **Payment of Income Taxes**

2.5. The MR is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the sale of WEM sponsored membership and / or benefits and services by the MR under this Contract. The MR agrees to indemnify WEM for any claims, costs, losses, fees, penalties, interest, or damages suffered by WEM resulting from the MR failure to comply with this provision.

### **Use of Sub-Representatives in the MR Hierarchy**

2.6. The MR may appoint those individuals who become appointed under the MR hierarchy, as a sub-representative to market the membership program under this Contract. WEM may direct or supervise the MR sub-representatives in the performance of those services.

## **ARTICLE 3. COMPENSATION**

### **Marketing Fee Payments**

3.1. WEM agrees to pay the MR and or any of the MR sub-representatives, marketing fee compensation as listed in the contract fee schedule, for every membership or any supplemental benefits enrollment

through the efforts of the MR or its appointed and contracted Sub-Marketers. WEM through the processing plan administrator will be responsible for the distribution and payment of its marketing fee to the MR and any of the MR appointed sub-representatives for the appropriate contracted percentage of the fees due to the MR or entity.

#### Date for Payment of Fees

3.2. WEM agrees to pay the MR, the sum set forth in Paragraph 3.1 and pursuant to the Description of Fee Payments defined in this online contract application, as part of this Contract, as defined in the published Recurring Commission Payment Calendar provided with new MR electronic confirmation email sent to MR's designated electronic mail address presented within this MR on-line contractual process.

#### Payment of Expenses

3.3. The MR is responsible for all expenses incurred in performing its services under this Contract.

#### Issuance of Business Tracking and Reports of Fees Due

3.4. WEM through its contracted plan administrator will issue and electronically deliver, on the specific calendar dates posted with the annual Recurring Commission Payment Calendar a Compensation Statement Report of fees due, for each enrolled and active Member or member/participant that the MR has enrolled, that demonstrates the fees payable to MR for the specific payment processing cycles the contracted plan administrator processed during each recurring coverage month.

#### Vesting of Fees

3.5. All fees, current and future, as described in paragraph 3.01 above, shall be vested and payable according to the schedule as long as the MR members are active and current dues paying members of sponsoring Association as provided in this Contract by way of this online MR Producer web application. In addition, the MR, if applicable, when seeking a release from the MR's direct upline manager, must obtain a letter of release from that upline manager who recruited, introduced and / or registered the MR into the WEM hierarchy platform, as an authorized MR. Failure to do this or obtain the letter of release from the MR's upline manager, shall constitute a denial of the MR request for such a release from WEM. A hearing may be conducted by WEM and the appropriate parties to negotiate a buyout of the contract mutually agreeable to the parties. In the event that the MR has not submitted any business in the past twelve consecutive months within a calendar year, this provision shall be waived, and the MR is free to be reappointed with another WEM upline MR manager, if approved by WEM. This provision and its time limits may be adjusted by WEM at any time, in its sole discretion.

### **ARTICLE 4. OBLIGATIONS OF THE MR**

#### Non-Exclusive Relationship

4.1. The relationship of WEM and the MR as detailed within this agreement is one of a Non-Exclusive nature. MR may contract with other persons or companies as MR deems appropriate for their business model and as the MR sees fit.

#### Time and Place of Performing Work

4.2. The MR may perform the services under this Contract at any time and location it chooses.

#### Tools, Materials, and Equipment

4.3. The MR may, with the written approval of WEM, appropriate contracted vendors, associations or carriers as may apply, may supply tools, materials, and equipment required to perform the services under this Contract. The MR will conduct itself reflecting only the highest standards of honesty and integrity in the promotion and representation of WEM, its clients, sponsored membership requirements, enrollment guidelines and qualifying criteria. The MR and all of the MR's sub-representatives, shall not use or distribute any unapproved marketing materials or engage in any unapproved distribution methods including unauthorized web sites, electronic or print advertising. Should the MR distribute unapproved marketing materials or engage in unapproved distribution methods, then the MR shall be in breach of this Contract.

#### MR Qualifications

4.4. The MR represents that it has the required qualifications, licensing, experience and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of WEM. Failure to perform the services required under this Contract constitutes a material breach of the Contract. The MR has the discretion for the manner the work under this Contract will be performed.

#### Indemnity

4.5. The MR agrees to indemnify, defend, and hold WEM free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that WEM may incur as a result of a breach by the MR or any misrepresentation of any provision contained in this Contract.

#### Assignment

4.6. Neither this Contract nor any duties or obligations under this Contract may be assigned by the MR without the prior written consent of WEM.

### **ARTICLE 5. OBLIGATIONS OF WEM**

#### Cooperation of WEM

5.1. WEM agrees to comply with all reasonable requests by the MR and to provide access to all documents, correspondence, systems and services reasonably necessary to the performance of the MR duties under this Contract.

#### Assignment

5.2. Neither this Contract nor any duties or obligations under this Contract may be assigned by WEM without the prior written consent of the MR.

#### Member Fulfillment

5.3 WEM, through its designated plan administrator, upon receipt and process of enrollment(s) of new members through the efforts of MR shall produce and process all membership materials, inclusive of all

life style benefits and or any specific insurance benefit coverage certificates related to master policies issued to WEM sponsored Associations for the authorized products listed on the WEM provided sales and enrollment website for the benefit of said members.

#### Association Member Insured Products

5.4 WEM via its enforce marketing agreements is authorized to offer individuals access to membership-based Group Insurance Policies. Availability is based on Approved State lists provided by issuing carrier to Master Policy holder and authorized Group Plan Administrator. Qualified consumers may participate within the benefit offering under said policies Terms, Conditions and Exclusions clauses and voluntarily purchase membership, products and services that may include Insurance benefits and plans. WEM and its contracted group plan administrator will verify and enforce all membership requirements, resident state availability, and any needed authorization(s) including specific qualifying criteria to consider a membership application and enrollment presented prior to processing membership, applicable payments and completing a fulfillment package including individualized Certificates of Insurance.

### **ARTICLE 6. TERMINATION OF CONTRACT**

#### Expiration of Contract

6.01. Unless otherwise terminated as per the terms and conditions of this Contract, this Contract will continue in effect for two (2) years or until renewed in accordance with the terms and conditions contained in paragraph 1.01 of this Contract.

#### Termination on Occurrence of Stated Events

6.2. This Contract will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Death of either party. Termination for Default

6.3. If either party defaults in the performance of this Contract or materially breaches any of its provisions, the non-breaching party may terminate this Contract by giving written notification to the breaching party pursuant to paragraph 8.01. Termination will take effect immediately on receipt of notice by the breaching party or thirty (30) calendar days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Contract includes, but is not limited to, the following:

- (a) The MR failure to pay WEM any fees due within thirty (30) calendar days after the written demand for payment was communicated that may be due to WEM. The MR failure to complete the services specified in paragraph 2.01 and 2.02, above.
- (b) The MR material breach of a representation contained within this Contract that is within the control of the MR.
- (c) WEM's material breach of any representation contained in this Contract.
- (d) Vesting of Fees In The Event of Termination

6.4. The termination of this Contract shall not cause the termination of any fee obligation payable by WEM to the MR. The vesting of fees shall occur as follows:

(a) Vesting of Fees After Termination of Contract: If this Contract is terminated for any reason other than for cause, all existing and future fees due shall be immediately vested as described in paragraph 3.05 above and continue to be paid as provided in this online MR application, subject to the provisions of this Contract.

## **ARTICLE 7. CONFIDENTIALITY/NON-SOLICITATION/NON-CIRCUMVENTION**

### Confidential Information

7.1. Any written, printed, graphic, or electronically or magnetically recorded information furnished by WEM for MR use are the property of WEM. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, all registration requests, and information concerning WEM's vendors, agents, members, employees, products, services, prices, operations, and subsidiaries.

The MR will keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with WEM's prior written approval, and only to the extent necessary to perform the services under this Contract. This prohibition also applies, if applicable, to any of the MR employees and Sub-representatives. Upon termination of this Contract, the MR will return any confidential information from WEM in its possession, to WEM, within thirty (30) days or else will forfeit any fee vesting rights.

### Non-Solicitation

7.2. For a period of one (1) year following the termination of this Contract, the MR will not do the following unless WEM is no longer in business or is in breach of this Contract:

(a) Purchase either directly or indirectly any services from, engage or partner with any of WEM's third-party vendors, insurers, partners providing all or part of the network and services described herein, unless the business relationship existed prior to the execution of this Contract with WEM.

7.3. For a period of one (1) year following the termination or expiration of this Contract, WEM, or any of its affiliates or subsidiaries, will not contact, engage or solicit any of MR clients and or customers.

### Non-Circumvention

7.4. The MR agrees that it shall not circumvent, avoid, obviate, or bypass directly or indirectly, to avoid payment of earned fees and/or commission in any transactions relating to WEM's products, services / programs. The MR explicitly acknowledges that such action, including the actions of any of the MR hierarchy representative appointments who attempt to deal directly with the Contracted Vendors, Insurer's or service providers of WEM, is a breach of this Contract and shall entitle WEM to terminate the MR sub-representative and to pay all of the sub-representatives residual fees to the next upline manager to service the needs of the members.

## **ARTICLE 8. GENERAL PROVISIONS**

## Notices

8.1. Any notices required to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses provided as part of this Contract, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5th) day after mailing, whichever occurs first.

## 8.2. Entire Contract of the Parties

8.3. This Contract supersedes any and all Contracts, either oral or written, between the parties with respect to the rendering of services by the MR for the benefit of WEM and the MR and contains all of the representations, covenants, and Contracts between the parties with respect to the rendering of those services. Each party to this Contract acknowledges that no representations, inducements, promises, or Contracts, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Contract, and that no other Contract, statement, or promise that is not contained in this Contract will be valid or binding. Any modification of this Contract will be effective only if it is in writing and signed by WEM.

## Waiver

8.4. The failure of a party to promptly enforce a right hereunder shall not constitute a waiver of such rights and the waiver of a right by a party upon the breach of this Contract by another party shall not constitute a waiver with respect to subsequent breaches.

## Partial Invalidity

8.5. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## Payment of Fee Monies Due if WEM is Sold or Acquired

8.6. If WEM is sold, acquired, assigns rights or administration of WEM, or the death of WEM owners, any moneys due to the MR under this Contract as of the date of such action or death will be paid to the MR by WEM's executors, administrators, heirs, personal representatives, successors, and assigns.

## Right of Survivorship

8.7. The MR right to receive vested service marketing fees hereunder shall not terminate upon the death of the MR and the MR successors, heirs or personal representative shall have all the rights and claims to the continuing payment of marketing fees and / or compensation of any kind earned after the death of the MR.

## LITIGATION

8.8. Any controversy or claim arising out of or relating to this Contract or the breach of the Contract will be settled in a court of law with determination by a jury in the State of New Jersey. Judgment on the award rendered by the jury may be entered in any court having jurisdiction over the award.

#### Attorneys' Fees

8.9. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to recover reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### Governing Law

8.10. This Contract will be governed by and construed in accordance with the laws of the State of New Jersey.

### **DESCRIPTION OF FEE PAYMENTS (EXHIBIT 'A')**

#### A. Class of Business

The authority granted the MR under this Contract is limited to the following enumerated products and or services, as described upon application and appointment by WEM.

#### B. Marketing Fees / Compensation

WEM agrees to pay the MR a marketing fee of the total monthly collected dues and any applicable supplemental benefit costs processed through WEM contracted plan administrator, under the group enrollment identification number of the MR for WEM members enrolling in the membership, insured benefits and or any supplemental benefits listed and displayed for sale on the MR replicated WEM sales website. Marketing fees are paid as a percentage amount of the total monthly dues and or benefit costs selected by a member as long as member maintains active membership in WEM sponsored / endorsed programs and all member fees and costs are paid current. Payment shall be in accordance with terms and release dates as posted to the WEM Agent Recurring Commissions Payment Calendar. An individual report of all financial transactions, activity and any EFT payment of fees will be made available to MR within their WEM back office management system.

**Digital Signature and Acceptance of terms and conditions**, constitute acceptance to these terms and conditions, and this Contract by me, the authorized MR. WEM extends acceptance to this Contract which constitutes a binding in force Contract. WEM reserves the right to revoke acceptance of this Contract, if after review of the MR status, WEM deems the MR is not meeting the qualification standards required to be a valid appointed MR membership representative to conduct business on behalf of WEM.

#### **WEM - Online Membership Benefits Program**

**In checking this box, which then indicates and represents, that I have read, understand and agree to be bound by the Terms and Conditions within this Contract, to be an approved Membership Representative (MR) of WEM acting on behalf of WEM.**