



Group Agency Agreement

Follow these instructions for fast and efficient processing of your Agency Agreement.

- Complete all areas of this Agreement; be sure to add name under Terms of Agreement on page 2 ("Agency Name" may be the company name or the name of the individual depending on how you wish to contract); add state to Section 19; complete signature block on page 4 of this Agreement.
- Please enter your initial in the box on the bottom of pages 1, 2, 3, and 4.
- Contact TASC at 1-888-595-2261 for assistance with the Agency Agreement.
- **Submit completed Agreement to TASC: To your TASC Regional Sales Director.**

AGENCY INFORMATION

Agency Name:		Phone Number:	
Primary Contact Name*:		Fax Number:	
Primary Email:			
Address:			
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip</i>

AGENCY TYPE/AGENT INFORMATION

Select one option below and identify the personnel who are authorized to access/receive information and sell TASC service offerings.

Individual - (only one Sales Agent within Agency)

Agent Name:	
Phone:	
Email:	
Address:	<input type="radio"/> same as Agency address

Agency - (multiple Sales Agents within Agency): Each with separate online accounts linked to the Agency Account.

<i>Sales Agents Only Please!</i>	Agent 1	Agent 2	Agent 3
Agent Name:			
Phone:			
Email:			
Address:	<input type="radio"/> same as Agency address	<input type="radio"/> same as Agency address	<input type="radio"/> same as Agency address
Account Manager Name (AM):	<input type="radio"/> make primary for agent*	<input type="radio"/> make primary for agent*	<input type="radio"/> make primary for agent*
AM Email:			

Office Contacts: List personnel (i.e. administration, accountants, account managers, or assistants) that you authorize to access/receive information online and by telephone from TASC (attach separate sheet if necessary).

	Contact 1	Contact 2	Contact 3
Name:			
Title:			
Phone:			
Email:			

*The primary contacts listed above for the Agency/Agents will manage their online account and TASC clients, receive correspondence from TASC, and have password control.



ii. **“Active Business Contact” Defined.**

During the term of this Agreement, “Active Business Contact” shall mean any customer, agency, person, association, agency or other entity which, during the immediately preceding one year period, had a relationship with TASC pertaining to the purchase, sale, sponsorship or endorsement of TASC’s products or services, and with which Agency had material business contact on behalf of TASC with respect to such products or services during said one year period.

Following the termination of this Agreement, “Active Business Contact” shall mean any customer, agency, person, association, agency or other entity which, at the time of termination of this Agreement, had a relationship with TASC pertaining to the purchase, sale, sponsorship or endorsement of TASC’s products or services, and with which Agency had material business contact on behalf of TASC with respect to such products or services during the one year period immediately preceding the termination.

b. Related to all other Group products/services

- i. During the term of this Agreement, Agency agrees to use its best efforts to ensure that any Active Business Contact of TASC continues to do business with TASC, and agrees not to advise an entire book of business to move to competitive services. “Active Business Contact” Defined: During the term of this Agreement, “Active Business Contact” shall mean any customer, Agency, person, association, agency or other entity which, during the immediately preceding one year period, had a relationship with TASC pertaining to the purchase, sale, sponsorship or endorsement of TASC’s products or services which Agency had material business contact on behalf of TASC with respect to such products or services during the one year period immediately preceding termination.

c. Related to Louisiana Agencies

- i. Please list your Louisiana territory indicating “entire state” or by Parish.

- 4. Confidentiality; Return of Property.** Agency understands and agrees that Agency may acquire Confidential Information regarding the business of TASC, and that TASC would suffer great injury and loss if Agency disclosed or used such information in a manner not authorized by TASC. Confidential Information includes, but is not limited to, customer information, customer plan information, Agency information, strategies, methods of operation, pricing, marketing plans, financial information, information available through TASC’s Agency-only website, and other trade secret or proprietary information. During this Agreement and for a period of eighteen (18) months after the termination of this Agreement, Agency shall not use or disclose (other than in performing this Agreement), any Confidential Information.

Agency shall at all times safeguard Confidential Information against disclosure to, or unauthorized use by, third persons or entities. Upon termination of the Agreement or at any time upon TASC’s request, Agency shall return to TASC all of the Confidential Information and all documents, materials and other property of TASC. The restrictions herein shall not apply to information in the public domain through no fault of Agency, or to generally available information regarding principles of business operation.

- 5. Interference with Relationships.** During the term of this Agreement, Agency will not, directly or indirectly, induce or attempt to induce (other than by means of general advertising or general solicitation of applications for employment) any management-level employee, officer, director, sales director, sales representative or sales manager of TASC to terminate a relationship or breach any agreement with TASC.
- 6. Binding on Agency’s Employees** Agency agrees to ensure that all employees/agents of Agency who are actively involved in a marketing or sales capacity on Agency’s behalf in marketing or selling TASC’s products or services here under are bound by the restrictions and obligations set forth in Sections 3 through 8 of this Agreement.
- 7. Remedies.** It is agreed that any breach of the provisions of Sections 3 through 5 above of this Agreement by Agency will subject TASC to irreparable damage and that TASC shall be entitled, in addition to any other legal remedies available to it, to an injunction restraining Agency from any violation of this Agreement. Although the parties agree that TASC would certainly suffer significant money damages from a breach by Agency of the restrictions set forth in Section 3, the parties also agree that it is not reasonably possible to accurately estimate the full extent of such damages. As a result, the parties agree that, in the event of a breach by Agency of any of the restrictions set forth in Section 3, and in the event any Active Business Contact of TASC ceases doing business, in whole or in part, with or through TASC as a result of any such breach by Agency, Agency shall pay a stipulated amount to TASC. The stipulated amount to be paid by Agency to TASC for the loss of business, including renewal business, from any such Active Business Contact shall be an amount equal to three (3) times: the total amount of revenue received by TASC from such Active Business Contact during the one (1) year period immediately preceding the date the Active Business Contact ceases doing business with TASC, minus the amount of commissions paid to Agency during said one-year period based on the receipt of such revenue. The parties agree that the stipulated amount is a reasonable estimate of the just compensation to TASC for Agency’s breach, particularly in light of the investment made by TASC and the loss of revenue from renewal business, and does not constitute a penalty. The stipulated

amount shall be paid within fifteen (15) days after receipt by Agency of written notice from TASC specifying the amount to be paid.

8. **Ownership of Trademarks, Trade Names, Etc.** Nothing in this Agreement shall be construed to grant Agency any ownership interest or license or other right to any of TASC's trademarks, service marks, trade names, copyrights, trade secrets, or other intellectual property rights (collectively "TASC Rights"), which shall remain the sole and exclusive property of TASC. Upon termination of this Agreement, or upon TASC's request, Agency shall immediately return to TASC all documents or materials subject to TASC's Rights in Agency's possession or under Agency's control. In the event TASC provides written authorization to Agency to destroy rather than return said documents or materials, Agency shall provide TASC with an affidavit of destruction certifying that it destroyed all such documents or materials, including any electronic copies thereof.
9. **Production Requirements.** If Agency does not have at least \$500 in total business after two (2) years as a contracted TASC Agency, the Agency may be subject to an annual renewal fee until such time as the Agency's total business is at, or exceeds, \$500.
10. **Termination Notice.** This Agreement may be terminated: (1) immediately by then on breaching party upon written notice to the other party if based on material breach of the terms of this Agreement; (2) upon thirty (30) days written notice by either party; or (3) immediately by TASC upon written notice if based on good reason or the failure of Agency to meet production requirements, if any. Any notice shall comply with the provisions of Section 15 below. In addition to any other rights hereunder, in the event of termination of this Agreement for any reason, TASC shall have the right to engage in business directly with any clients of Agency obtaining products services from TASC. Following termination, TASC may deal directly with such clients for any legitimate business purpose, including but not limited to the continuation of business, renewal of business, expansion of business, billing and collection of amounts owed, and TASC shall have no obligation to communicate with Agency regarding any matters pertaining to said clients.
 - a. **Broker Termination.** If a Broker for the Agency is terminated, Agency must provide immediate written notice to TASC.
11. **Collection of Payments.** If Agency collects payment for any TASC products and services sold by Agency, the Agency shall immediately transmit payments to TASC or as otherwise directed by TASC in writing. Such payments shall be forwarded to TASC in the same form received by Agency. All such payments collected by Agency are the property of TASC and, while in the possession of Agency, shall be held by Agency in trust, separate and apart from Agency's other funds, and Agency shall have no ownership or other interest in the payments.
12. **Compensation.** A commission, bonus and/or incentive for the specific product or service, may be paid to Agency for each TASC product service sold by Agency, and shall be remitted in a timely manner in accordance with TASC's normal practices. A commission on a sale shall not be deemed earned until payment for the sale is received by TASC, and TASC shall be entitled to a refund of any commission paid in the event TASC refunds, for any reason, all or any portion of a payment received from a client. Sales are not final until accepted by TASC. The schedule may be amended by TASC from time to time, but any such amendment shall be effective not sooner than thirty (30) days from date of notice to Agency. During the term of this Agreement, Agency shall receive a commission on each renewal of a TASC product or service by a client of Agency; provided, however, Agency's entitlement to receive any commissions hereunder is conditioned on and subject to Agency's compliance with the restrictions and obligations set forth in this Agreement. Any entitlement of Agency to any commissions hereunder shall terminate upon termination of this Agreement. Agency is responsible for all expenses incurred by Agency in performing the duties described herein.
13. **Survival.** The restrictions and obligations set forth in this Agreement, and any provisions relating to the enforcement of such sections, shall survive the termination of this Agreement.
14. **Independent Contractors.** Agency is an independent contractor, and nothing herein shall be construed as creating an employer-employee relationship between TASC and Agency. Agency shall have no authority to act as agent for TASC, or bind or obligate TASC in any manner other than specifically authorized by TASC.
15. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be sent by overnight delivery service such as Federal Express(with receipt) or mailed by registered or certified mail (return receipt requested). If being sent to TASC, the notice shall be addressed to TASC (Attn: Compliance Department) at the address set forth in this Agreement or such other addresses as TASC may specify by written notice to Agency. If being sent to Agency, the notice shall be addressed to Agency's address maintained in TASC's records.
16. **Assignment.** This Agreement and the rights and obligations of TASC hereunder may be assigned by TASC. Agency shall not assign any rights or obligations here under without TASC's written consent.
17. **Severability.** The provisions of the Agreement are severable. The invalidity or unenforceability of any provision shall not affect the validity of enforceability of the remaining provisions. Further, if authorized in the jurisdiction in which any provision hereof is determined to be invalid or unenforceable, the parties agree that the court making such determination shall modify the invalid or unenforceable provision in such manner as deemed necessary by the court to make it valid and enforceable.

- 18. Representation.** Each party represents and warrants that the person signing on its behalf below is duly authorized to execute this Agreement and to bind the party here to.
- 19. Governing Law; Venue; Attorneys' Fees.** This Agreement shall be construed according to the laws of the State of Wisconsin, and the venue for any dispute arising under or relating to this Agreement shall be brought in the Circuit Court of Dane County, Wisconsin, or the U.S. District Court for the Western District of Wisconsin. In the event TASC is the prevailing party in any action it initiates to enforce any provision of this Agreement, TASC shall be entitled to recover its attorneys' fees, expenses and costs incurred in connection with such action.
- 20. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement. Executed copies hereof exchanged via facsimile or other electronic means shall be valid and enforceable as any original.
- 21. Entire Agreement; Modification.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended, or modified except in writing and signed by the parties.

TOTAL ADMINISTRATIVE SERVICES CORPORATION

AGENCY

 Authorized TASC Signature

 Authorized Agency Signature

 Print Name and Title

 Print Name and Title

 Date

 Date

<i>For Office Use Only</i>	
RSD: _____	WH: _____

TASC • 2302 International Lane • Madison, WI 53704-3140 • 1-888-595-2261 • Fax: 608-241-4584
 The information in this communication is confidential and may only be used by the authorized recipient for its intended purpose.
 Any other use or disclosure is prohibited.