



Provider Agreement

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

- Complete Sections 1 through 4, add name on the bottom of page 2 ("name" may be the company name or the name of the individual depending on how you wish to contract), and add state, name, signature, and date on page 4 of this Agreement.
- If you own a corporation or LLC, you must also sign the second set of signature lines provided on page 4. Also, if there are other employees in your company that will be working on the sales and marketing of TASC products, they must sign in the second set of signatures.
- Please enter your initial in the boxes on the bottom of pages 1, 2, and 3.
- Please print legibly for faxing.
- Contact TASC at 1-888-595-2261 for assistance with the Provider Agreement.

(1) PROVIDER

Provider Name: _____ Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____ Fax Number: _____

E-mail: _____

Office Contacts - List those Sales & Marketing personnel and other individuals (i.e. Provider's Assistant, Commissions Coordinator, etc.) you want to be authorized to speak with, and receive information from, TASC. (Attach separate sheet if necessary.)

| | | |
|-------|-------|--------|
| _____ | _____ | _____ |
| Name | Title | E-mail |

| | | |
|-------|-------|--------|
| _____ | _____ | _____ |
| Name | Title | E-mail |

(2) MARKETING/SALES

Select Type (Check only one)

- Master Satellite (Check Satellite box if you are a representative of a Master Provider with TASC.)

Master Provider Name & Number: _____

Definitions:

Master/Satellite: Master/Satellite Relationships are created in TASC's system to enable tracking of production on a Provider group level, as well as on an individual Provider level. The standard method in payment of any compensation for this type of system setup is payment to the Master, who then would manage the payments according to Provider office policy. However, it is possible, with the Master Provider's authorization, that Satellite Providers are compensated directly. (NOTE: Payee of compensation most often will be in the company name.)

Master Provider: Lead Provider within a group of Providers, which could be within the same office or connected / related through separate offices of the same company. This Provider may be considered a Master because he/she was the first to contract, or he/she is managing the sales efforts of the group.

Satellite Provider: A Provider who is connected / related to the Master (lead) Provider within the same office or within a connected / related office of the same company.

Check Each TASC Market Segment and Product you are contracting in at this time.

- Microbusiness
 AgriPlan BizPlan RetirEez LegacyGuard
- Group
 FlexSystem DirectPay COBRAToday ERISAEdge FMLAMatters Retiree Billing

Check Each TASC Market Segment and Product you are already contracted in.

- Microbusiness
 AgriPlan BizPlan RetirEez LegacyGuard
- Group
 FlexSystem DirectPay COBRAToday ERISAEdge FMLAMatters Retiree Billing

(3) COMMISSION/INCENTIVE PAYMENT

Check the method of payment desired.

Paper Check

Electronic Deposit (Attach copy of voided check) - Routing #: _____ Account #: _____

For 1099 Purposes Check One Federal Tax ID #: _____ Social Security #: _____

Payee Information check here if same as above

Payee Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

(4) PAYMENT

Select your method of payment. (Remit fee of \$100 per Market Segment you are contracting in.)

Check or Money Order enclosed (check #: _____)

Master Card Visa Discover American Express

Card Number: _____ Expiration Date: _____

Name on Card: _____ Signature: _____

**30 DAY
MONEY BACK
GUARANTEE**

(5) STANDARD COMPENSATION SCHEDULE

| | New Compensation | Renewal Compensation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|
| AgriPlan and BizPlan - | \$50+ each new Plan | 25+ each renewal |
| Circle of Excellence Program: Providers who achieve and maintain \$4,000 or more of annual AgriPlan and BizPlan renewal production may also become eligible for this prestigious program and receive additional bonus credit. | | |
| Wage Payment and Tax Service - | \$50 each new Plan | \$50 each renewal |
| RetirEez - | 25% each new Plan | 25% each renewal |
| LegacyGuard - | \$100+ each new Plan | \$25 each renewal |
| FlexSystem - | 25% each new Plan | 12.5+% each renewal |
| FlexSystem HSA - | 25% each new Plan | 25% each renewal |
| DirectPay - | 10% each new Plan | 5+% each renewal |
| COBRAToday - | 10% each new Plan | 5+% each renewal |
| ERISAEEdge - | 10% each new Plan | 5+% each renewal |
| FMLAMatters - | 10% each new Plan | 5+% each renewal |

Note: Discounts and compensation may vary depending on negotiations with the prospective group when contracting.

(6) AGREEMENT

THIS AGREEMENT made on the date of signature between TOTAL ADMINISTRATIVE SERVICES CORPORATION, 2302 International Lane, Madison, Wisconsin 53704 (hereinafter referred to as "TASC"), and _____, (hereinafter referred to as "Provider").

In consideration of increased compensation to Provider and other good and valuable consideration, the parties hereto agree as follows:

- Duties.** Provider agrees to communicate TASC's products and services to potential clients and enroll qualifying clients into TASC's products and services in accordance with TASC's policies and procedures. Provider shall not circulate or distribute any material bearing the trade names or trademarks of TASC, other than materials provided by TASC or approved in writing in advance by TASC. Provider shall not incur any indebtedness or liability; or make, alter, or discharge contracts; waive forfeitures, extend time of payments due, waive payment, make refunds or rebates, or name additional rates on behalf of TASC.
- Territory.** This Agreement does not assign a sales territory to Provider. However, TASC reserves the right to impose territorial restrictions with sixty (60) days written notice to Provider.

3. Exclusivity.

A. Restrictions.

- (1) During the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason or no reason, Provider will not, directly or indirectly, induce or attempt to induce any Active Business Contact of TASC to cease doing business, in whole or in part, with or through TASC, or induce or attempt to induce any Active Business Contact to do business of a competing nature with any other person or entity competitive with the business of TASC.
- (2) During the term of this Agreement, Provider will not, within the area defined by a twenty (20) mile radius around each of Provider's office locations from which Provider conducts business hereunder, directly or indirectly, for the purpose of providing products or services substantially similar to the products or services offered by Provider on behalf of TASC, in a sales, management, financing, ownership or other capacity similar to the capacity in which Provider performs duties hereunder, participate in, become associated with, provide assistance to, be employed by, or have a financial or other business interest in that aspect of any business which provides products or services which compete with the products or services Provider is authorized hereunder to market and sell on behalf of TASC.

B. "Active Business Contact" Defined.

- (1) During the term of this Agreement, "Active Business Contact" shall mean any customer, provider, 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 Provider had material business contact on behalf of TASC with respect to such products or services during said one year period.
- (2) Following the termination of this Agreement, "Active Business Contact" shall mean any customer, provider, 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 Provider had material business contact on behalf of TASC with respect to such products or services during the one year period immediately preceding the termination.

4. Confidentiality; Return of Property. Provider understands and agrees that Provider may acquire Confidential Information regarding the business of TASC, and that TASC would suffer great injury and loss if Provider 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, provider information, strategies, methods of operation, pricing, marketing plans, financial information, information available through TASC's Provider-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 for any reason or no reason, Provider shall not use or disclose (other than in performing this Agreement), any Confidential Information. Provider shall at all times safeguard Confidential Information against disclosure to, or unauthorized use by, third persons or entities. Upon termination of this Agreement or at any time upon TASC's request, Provider 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 Provider, or to generally available information regarding principles of business operation.
5. Interference with Relationships. During the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason or no reason, Provider will not, directly or indirectly, induce or attempt to induce (other than by means of general advertising or general solicitations 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. Reasonableness of Restrictions; Binding on Provider's Employees. Provider acknowledges and agrees that TASC makes a significant investment in order to assist Provider in marketing TASC's products and services and that it will take a substantial period of time and substantial sales in order for TASC to recoup such investment. Provider further acknowledges and agrees that, by virtue of Provider's relationship with clients, Provider would be able to compete unfairly with TASC for business from such clients. Provider, therefore, agrees that the restrictions and other obligations set forth herein are reasonable and necessary for the protection of the business and Confidential Information (as defined above) of TASC and to prevent great damage or loss to TASC. Provider acknowledges and agrees that the consideration received by Provider is sufficient to fully and adequately compensate Provider for agreeing to such restrictions. Provider agrees to the restrictions set forth herein to induce TASC to assist Provider in developing business involving the products and services of TASC. In addition, Provider agrees to ensure that all employees/agents of Provider who are actively involved in a marketing or sales capacity on Provider's behalf in marketing or selling TASC's products or services hereunder 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 Provider 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 Provider from any violation of this Agreement. Although the parties agree that TASC would certainly suffer significant money damages from a breach by Provider 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 Provider 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 Provider, Provider shall pay liquidated damages to TASC. The liquidated damage amount to be paid by Provider 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: (1) 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, (2) minus the amount of commissions paid to Provider during said one-year period based on the receipt of such revenue. The parties agree that the liquidated damage amount is a reasonable estimate of the just compensation to TASC for Provider'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 liquidated damage amount shall be paid within fifteen (15) days after receipt by Provider 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 Provider 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, Provider shall immediately return to TASC all documents or materials subject to TASC's Rights in Provider's possession or under Provider's control. In the event TASC provides written authorization to Provider to destroy rather than return said documents or materials, Provider shall provide TASC with an affidavit of destruction certifying that it has destroyed all such documents or materials, including any electronic copies thereof.
9. Production Requirements. If Provider does not have at least \$500 in total business after two (2) years as a contracted TASC Provider, the Provider may be subject to an annual renewal fee until such time as the Provider's total business is at, or exceeds, \$500.
10. Termination Notice. This Agreement may be terminated: (1) immediately by the non breaching party upon written notice to the other party if based on material breach of the terms of this Agreement; (2) upon ninety (30) days written notice by either party; or (3) immediately by TASC upon written notice if based on good reason or the failure of Provider to meet production requirements, if any. Any notice shall comply with the provisions of Section 15 below. Notwithstanding the foregoing, for the purpose of determining Provider's entitlement to commissions on renewals pursuant to Section 12 below, this Agreement shall be deemed to have been terminated by Provider as of the first date of Provider's breach of any of the restrictions set forth in Section 3 above.
11. Collection of Payments. Provider may collect payment for any TASC products and services sold by Provider and shall immediately transmit said payments to TASC or as otherwise directed by TASC in writing. Such payments shall be forwarded to TASC in the form received by Provider. All such payments collected by Provider are the property of TASC and, while in the possession of Provider, shall be held by Provider in trust, separate and apart from Provider's other funds, and Provider shall have no ownership or other interest in the payments.

12. Compensation. A commission, for the specific product or services, shall be paid to Provider for each TASC product or service sold by Provider, 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 Provider. During the term hereof and following termination of this Agreement, Provider shall continue for the period provided herein to receive a commission on each renewal of a TASC product or service by a client of Provider; provided, however, Provider's entitlement to receive any commissions hereunder is conditioned on and subject to Provider's compliance with the restrictions and obligations set forth in Sections 3 through 8 above. Any entitlement of Provider to any commissions hereunder shall terminate five (5) years following termination of this Agreement; provided, however, that if Provider is an individual, all entitlement to any commissions will terminate upon the earlier of (1) five (5) years following termination of this Agreement, or (2) the death of the Provider. Provider is responsible for all expenses incurred by Provider in performing the duties described herein.
13. Survival. The restrictions and obligations set forth in Sections 3 through 8, and any provisions relating to the enforcement of such sections, shall survive the termination of this Agreement.
14. Independent Contractors. Provider is an independent contractor, and nothing herein shall be construed as creating an employer-employee relationship between TASC and Provider. Provider shall have no authority to act as agent for TASC, or bind or obligate TASC in any manner other than as specifically authorized by TASC.
15. Notices. Any notice required to be given under Section 7 or 11 hereof 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 address as TASC may specify by written notice to Provider. If being sent to Provider, the notice shall be addressed to Provider's address maintained in TASC's records.
16. Assignment. This Agreement and the rights and obligations of TASC hereunder may be assigned by TASC. Provider shall not assign any rights or obligations hereunder 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 hereto.
19. Governing Law; Venue; Attorneys' Fees. This Agreement shall be construed according to the laws of _____, 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 as 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

PROVIDER

Authorized TASC Signature

Authorized Provider Signature

Print Name and Title

Print Name and Title

Date

Date

By signing below, I agree that I am personally bound by all of the restrictions and obligations set forth in Sections 3 through 8 of this Provider Agreement, and the term "Provider," as used therein, shall also refer to me individually. I further agree that any entitlement of Provider to compensation as described above is conditioned on my individual compliance with all such restrictions and obligations.

Signature

Signature

Print Name

Print Name

| | |
|-----------------------------|------------------------------------------------------------------------------------------|
| For Office Use Only: | <p style="text-align: right;">RSD: _____</p> <p style="text-align: right;">WH: _____</p> |
|-----------------------------|------------------------------------------------------------------------------------------|