



The Nation's Premier PEO MGA
Referral Partner Agreement

This Referral Partner Agreement (this "Agreement") is made effective as of _____, by and between PEO Advantages LLC DBA AXIS Group, ("AXIS"), of 2107 West Cass Street Ste. B Tampa, FL 33606 and _____, _____, _____ this Agreement, the party who is contracting to receive the services shall be referred to as "AXIS Group", and the party who will be providing the services shall be referred to as "Referral Partner".

1. DESCRIPTION OF SERVICES. Beginning on _____, Referral Partner will provide the following services, including, but not limited to (collectively, the "Services"):

- Develop a reasonable understanding of the Professional Employer Organization (PEO) business model as demonstrated by participating in periodic updates from AXIS Group;
- Obtain and submit prospective client applications for PEO services to AXIS Group to quote
- Present all AXIS Group quotes to the client and submit signed proposals to AXIS Group.
- Provide feedback to AXIS Group related to unaccepted proposals.
- Actively market PEO as a work comp solution to target distribution systems and networks;
- Target Ideal Client Profiles (ICP) as defined by AXIS Group, PEOs and Referral Partner.

AXIS Group will provide the following support (collectively, the "Support"):

- Provide any sales materials upon reasonable request;
- Training by phone, on site, and via web;
- Process all new requests for proposals ("RFPs") and obtain quotes;
- Provide detailed proposal support as required to conclude the sales process;
- Provide training on ICP as well as solutions from specific vendor partners that best fit that ICP;

2. PAYMENT FOR SERVICES. AXIS Group will pay compensation to Referral Partner for the Services based on a percentage (%) of total gross PEO commissions paid by either the client or vendor partner per month for the term of the agreement. Target commission will be agreed upon on a per client basis prior to underwriting with final commission disclosed in the Broker Lead Agreement (BLA). In the event the client renews the agreement with AXIS Group after the initial term, AXIS Group will consider this a continuation of the original agreement and compensation will be paid to the Referral Partner as defined in this paragraph. Upon termination of this Agreement, payment for services to the Referral Partner shall continue for the term of the client agreement with AXIS Group including all renewal terms. Assignment of this Agreement by either party shall not be cause for termination of payment for services to the Referral Partner. AXIS Group shall pay Referral Partner within thirty (30) days from receipt of payment by client or vendor partner and include with each payment a detailed statement which documents the amount and method of payment and associated details. This Agreement will be reviewed as necessary by both parties from time to time on the progress of performance and incentives to make sure that at all times the amount of compensation agreed upon represents a fair allocation for work and execution. Any change to the compensation amount as a result of any review shall only affect new client business and shall be agreed upon in writing by both parties as a modification to this agreement and shall not affect any existing clients or client payments.



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3. **TERM/TERMINATION.** The initial term of this Agreement shall be for twelve (12) months beginning with the effective date and shall automatically renew for subsequent 12 month periods unless either party provides the other party at least forty-five (45) day prior written notice of its intention not to renew the Agreement at the end of the current term. This Agreement can be terminated by either party for any reason with 90 days written notice or immediately by either AXIS Group or Referral Partner for cause, including but not limited to, if either party is found guilty of any criminal offense, engages in fraud or activity involving moral turpitude, or violates any provision of this Agreement or fails to perform any duty, obligation or responsibility under this Agreement.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Referral Partner is an independent contractor with respect to AXIS Group, and not an employee of, nor in a joint venture or partnership with, AXIS Group. AXIS Group does not control or direct the means or manner in which Referral Party performs the services. AXIS Group is interested only in the results of Referral Party's performance under this Agreement. None of the fringe benefits provided by AXIS Group to its employees including, without limitation, health insurance, compensation insurance, and unemployment insurance, paid vacation or sick time will be available to Referral Party or the agents, employees, or representatives of Referral Party as a consequence of this Agreement. Referral Party assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required under unemployment, social security, or income tax laws, with respect to the rendition of the services by, or on behalf of, Referral Party to AXIS Group.

5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Referral Partner in connection with the Services are hereby assigned to AXIS Group, and shall be the exclusive property of AXIS Group. Upon request, Referral Partner shall sign all documents necessary to confirm or perfect the exclusive ownership by AXIS Group to the Work Product. Referral Partner will not become or attempt to become broker of record or go direct to service providers, PEOs, and vendors if AXIS Group was engaged by Referral Partner to provide business solutions for a prospective or existing client. AXIS Group will maintain broker of record for all services rendered for prospective and existing clients.

6. **CONFIDENTIALITY.** Referral Party acknowledges that AXIS Group possesses proprietary, confidential information and trade secrets. Referral Party acknowledges that AXIS Group has taken reasonable measures to protect this confidential information. Referral Party shall maintain the confidentiality of the confidential information and treat it with the same degree of care and security as it treats its own most confidential information. Referral Partner will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Referral Partner, or divulge, disclose, or communicate in any manner any information that is confidential or proprietary to AXIS Group. Referral Party acknowledges and agrees that all such confidential information known or obtained by Referral Party, whether before or after the date of this Agreement, is the sole and exclusive property of AXIS Group. Referral Partner will protect such information and treat it as strictly confidential. Referral Party may use the confidential information solely for the purposes of discharging its duties, obligations, and responsibilities under this Agreement and shall not use any confidential information or disclose that information to any other person. Addi-



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tionally, Referral Party shall not duplicate or reproduce any confidential information except to the extent necessary to discharge its duties, obligations, and responsibilities under this Agreement. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Referral Partner will return to AXIS Group all records, notes, documentation and other items that were used, created, or controlled by Referral Partner during the term of this Agreement.

7. **NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS: TRADE SECRETS.** Except in connection with his/her representation, referral partner shall not at any time, either directly or indirectly divulge, disclose, or communicate to any person, firm, corporation or any entity whatsoever in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to the business of AXIS Group, including but not limited to, the names of AXIS Group employees, or clients, or any of AXIS Group's financial, marketing, or operational information including sales methods, and procurement method concerning AXIS Group's business. It is expressly understood that the above items are confidential information of and belonging to AXIS Group and these are considered and have been demonstrated to Referral Partner as protected and are trade secrets of AXIS Group.

8. **INDEMNIFICATION.** Referral Partner agrees to indemnify and hold harmless AXIS Group from all losses, damages, claims, or expenses, including reasonable attorneys' fees, costs, and judgments that may be asserted against AXIS Group that results from the acts or omissions of Referral Partner, its employees, representatives and agents.

9. **ASSIGNMENT.** Referral Party shall not have the right to transfer or assign this Agreement, in whole or in part, without the prior written consent of AXIS Group. AXIS Group may assign this Agreement, in whole or in part, at its sole discretion.

10. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in writing signed by AXIS Group and Referral Partner.

11. **NOTICE.** Any notice or demand required under this Agreement or under law shall be in writing and shall be deemed to have been delivered when given by hand delivery, telecopy, commercial courier, or regular United States mail, addressed to the parties at the addresses listed in the preamble to this Agreement. Such addresses may be changed by either party upon delivery of written notice to the other party as provided in this paragraph. Notices shall be effective upon receipt if hand delivered or sent by commercial courier or telecopy, or three days after mailed if sent by regular U.S. mail.

12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited



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13. APPLICABLE LAW; FORUM SELECTION; LEGAL PROCEEDINGS. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

14. APPLICABLE LAW; FORUM SELECTION; LEGAL PROCEEDINGS. The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. AXIS Group and Referral Party consent to the personal jurisdiction of the state and federal courts having jurisdiction over Hillsborough County, Florida, agree and stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Agreement is Hillsborough County, Florida, in the case of a state court proceeding, and the Middle District of Florida, in the case of a federal court proceeding, and waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida is an improper or inconvenient venue. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to all costs, expenses, and attorneys' fees incurred by the prevailing party, regardless of whether incurred before or after demand, or in trial, appellate, regulatory, arbitration, bankruptcy, garnishment, or judgment-execution proceedings.

Accepted By:

Accepted By:

Accepted By:

Accepted By:

PEO Advantages, LLC: DBA AXIS Group

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____