

SALES AGENCY AGREEMENT

- I. **The Parties.** This Sales Consulting Agreement (“Agreement”) is made effective as of _____, 2023, by and between:

 JKB Consulting Group, LLC of, Columbia, MO, (“JKB”) AND **Agency:**
 _____ of _____, State of _____
 (“Agency”).
- II. **Services.** Agent agrees to provide the following Services:
Promote JKB Consulting Group, LLC’s insurance and related programs and products in good faith, increase sales to current and past relationships, set up key meeting with new relationships, contact prospects, assist with new group implementation, assist with renewal and all other aspects that pertain to the sale of insurance, related plans and products and benefits (“Services”).
- III. **Term.** The Services shall commence on _____, 2023, and end:
Upon either party may terminate this Agreement within 45 days’ written notice.
- IV. **Compensation.** In consideration for the Services provided, the Agency is to be paid in the following manner:
Commission. Commission amount is based on the Commission Schedule which outlines both internal and external Per Member Per Month (“PMPM”) commission amounts. These amounts will be paid once a month or when the current client has paid their premiums/fees for policies in place. Commissions will only be paid when Premiums/Fees are paid/collected.
- V. **Contingency.** As part of the Agency’s Pay:
There **SHALL NOT** be a contingency-fee arrangement as part of this Agreement.
- VI. **Payment.** Agency shall be paid, in accordance with section IV:
On a monthly basis beginning on 2023.
- VII. **Expenses.** The Agency is:
Responsible for all expenses. The Agency shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant including out-of-pocket expenses.
- VIII. **Disputes.** If any dispute arises under this Agreement, JKB and the Agency shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the

mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in Boone County, State of Missouri.

- IX. **Legal Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt. If different from the mailing address in Section I, enter below:

General Agent Address: P.O. Box 441, Columbia, MO 65205

Agency's Address: _____

- X. **Return of Records.** Upon termination of this Agreement, the Agency shall deliver all laptops, phones, printers, records, notes, and data of any nature that are in JKB's possession or under the Agency's control and that are of JKB's property or relate to JKB's business.
- XI. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- XII. **Independent Contractor Status.** The Agency, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Agency's employees or contract personnel are, or shall be deemed, JKB's employees. In its capacity as an independent contractor, the Agency agrees and represents:
- a) Agency has the right to perform Services for others during the term of this Agreement;
 - b) Agency has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Agency shall select the routes taken, starting and ending times, days of work, and order the work that performed;
 - c) Agency has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement, at Agency's expense;
 - d) The Services required by this Agreement shall be performed by the Agency, Agency's employees or personnel, and JKB will not hire, supervise, or pay assistants to help the Agency;
 - e) The Agency and the Agency's employees or personnel shall receive training from JKB for purposes of compliance, and for the professional skills necessary to perform the Services required by this Agreement.

- XIII. **State and Federal Licenses.** The Agency represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.
- XIV. **Payment of Taxes.** Under this Agreement, JKB shall not be responsible for:
- a) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Agency's payments to employees or personnel or make payments on behalf of the Agency
 - b) Making Federal and/or State unemployment compensation contributions on the Agency behalf; and
 - c) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Agency is not a business entity, all applicable self-employment taxes. Upon demand, the Agency shall provide JKB with proof that such payments have been made.
- XV. **Employees' Compensation.** The Agency shall be solely responsible for the following:
- a) Employee Benefits. The Agency understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees, including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
 - b) Unemployment Compensation. The Agency shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Agency shall not be entitled to unemployment compensation with the Services performed under this Agreement.
 - c) Workers' Compensation. The Agency shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Agency hires employees to perform any work under this Agreement, the Agency agrees to grant workers' compensation coverage to the extent required by law. Upon request by JKB, the Agency must provide certificates proving workers' compensation insurance at any time during the performance of the Services.
- XVI. **Indemnification.** Agency shall release, defend, indemnify, and hold harmless JKB and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Agency fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Agent's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. JKB reserves the right to retain whatever funds which would be due to the Agency under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.
- XVII. **Confidentiality & Proprietary Information.** The Agency acknowledges that it will be necessary for JKB to disclose certain confidential and proprietary information to the Agency in order for the Agency to perform their duties under this Agreement. The Agency acknowledges that disclosure to a third (3rd) party or

misuse of this proprietary or confidential information would irreparably harm JKB. Accordingly, the Agent will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of JKB without JKB's prior written permission except to the extent necessary to perform the Services on JKB's behalf. Proprietary or confidential information includes, but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by JKB for Agency to use;
- b) Any written or tangible information stamped "confidential", "proprietary", or with a similar legend, or any information that JKB makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c) Information belonging to customers and suppliers of JKB about whom the Agency gained knowledge as a result of the Agency's Services to the GA.

Upon termination of the Agency's Services to JKB, or at JKB's request, the Agency shall deliver all materials to JKB in the Agency's possession relating to JKB's business. The Agency acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to JKB for which damages would be an inadequate remedy. Therefore, JKB shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to JKB's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

- a) The product of all work performed under this Agreement ("*Work Product*"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of JKB, and Agency hereby assigns to JKB all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Agency retains no right to use the Work Product and agrees not to challenge the validity of JKB's ownership in the Work Product;
- b) Agency hereby assigns to JKB all right, title, and interest in any and all photographic images and videos or audio recordings made by JKB during Agency's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- c) JKB will be entitled to use the Agency's name and/or likeness in advertising and other materials.

XVIII. **Assignment and Delegation.** The Agency may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("*Subcontractor*"). The Agency recognizes that they shall be liable for all work performed by the Subcontractor and shall hold JKB harmless of any liability in connection with their performed work. The Agency shall be responsible for any confidential or proprietary information that is shared with the

Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Agency shall be made liable.

XIX. **Governing Law.** This Agreement shall be governed under the laws in the State of Missouri.

XX. **Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXI. **Non-competition; non-Solicitation.** During the Restricted Period, Agency shall not, and shall not permit, to the best of Agency's ability and knowledge, any of its affiliates, directly or indirectly, hire or solicit any employee of JKB or hire an Employee of JKB, current or past, except pursuant to a general solicitation which is not directed specifically to such employee. During the Restricted Period (a period of (1) one year). Agency shall not and shall not permit, to best of their ability, any of its affiliates to, directly or indirectly, solicit or entice any client or agent of JKB, for purpose of diverting such person or business away from JKB. JKB will not permit or engage in bypassing Agency to gain access to Agency's client, in lieu of terms of this agreement.

XXII. **Additional Terms and Conditions.** _____

XXIII. **Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between JKB and Agency. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

Agency's Signature _____

Title: _____

Date _____

Print Name _____

JKB's Signature _____

Title: _____

Date _____

Print Name _____