

NATIONAL

HR
SOLUTIONS

BROKER AGREEMENT

National HR Solutions
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Jupiter, FL 33458

888-664-0934
NationalHRSolutions.com





BROKER AGREEMENT, National HR Solutions, Inc. and it's affiliates and

This Broken Agreement (this "Agreement") is made effective as of _____, by and between _____ and NATIONAL HR SOLUTIONS, INC. and it's affiliates. Throughout this Agreement, the party who is contracting to receive the services shall be referred to as "NHRS", and the party who will be providing the services shall be referred to as "_____" or "REFERRAL PARTY".

1. DESCRIPTION OF SERVICES. Beginning on _____, _____ 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 NHRS;
- Obtain and submit prospective client applications for PEO services to NHRS to quote;
- Present quotes from NHRS to the client and submit signed proposals to NHRS;
- Provide feedback to NHRS related to unaccepted proposals;
- Actively market _____ as a work comp solution to target distribution systems and networks;
- Target Ideal Client Profiles (ICP) as defined by NHRS.

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

- Provide relevant sales materials upon reasonable request;
- Training by phone, on site, and via web;
- Underwrite, via NHRS, all new requests for proposals ("RFPs") and, when approved, obtain quotes;
- Provide detailed proposal support as required to conclude the sales process.

2. PAYMENT FOR SERVICES. NHRS will pay compensation to _____ 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 client-PEO relationship. A formula applies, as follows:

Broker receives (DETERMINED UP FRONT AND ON A PER DEAL BASIS) of the gross commission, which is defined as workers' compensation markup and admin fee markup.

In the event that the client renews the agreement with or after the initial term, NHRS will consider this a continuation of the original agreement and compensation will be paid to Broker as defined in this paragraph. Upon termination of this Agreement, payment for services to broker shall continue for the term of the client agreement with NHRS. Assignment of this Agreement by either party shall not be cause for termination of payment for services to the broker. NHRS shall pay the broker 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.

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) days 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 NHRS or the broker for cause, including but not limited to: namely, 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 the Broker is an independent contractor with respect to NHRS, and not an employee of, nor in a joint venture or partnership with, NHRS. NHRS does not control nor direct the means or manner in which Referral Party performs the services. NHRS is interested only in the results of Referral Party's performance under this Agreement. None of the fringe benefits provided by NHRS 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 NHRS.

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 the Broker in connection with the Services are hereby assigned to NHRS and shall be the exclusive property of NHRS. Upon request, Broker shall sign all documents necessary to confirm or perfect the exclusive ownership by NHRS to the Work Product. The Broker will not become or attempt to become broker of record or go direct to service providers, PEOs, and vendors if NHRS was engaged by the broker to provide business solutions for a prospective or existing client. NHRS will maintain broker of record for all services rendered for prospective and existing clients.

6. CONFIDENTIALITY. Referral Party acknowledges that NHRS possesses proprietary, confidential information and trade secrets. Referral Party acknowledges that NHRS 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. The broker will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the broker; or divulge, disclose, or communicate in any manner any information that is confidential or proprietary to NHRS. 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 NHRS. The broker 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. Additionally, 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, the broker will return to NHRS all records, notes, documentation and other items that were used, created, or controlled by the broker during the term of this Agreement.

7. NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS: TRADE SECRETS. Except in connection with his/her representation, The broker 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 NHRS, including but not limited to, the names of NHRS employees, or clients, or any of NHRS financial, marketing, or operational information including sales methods, and procurement method concerning NHRS business. It is expressly understood that the above items are confidential information of and belonging to NHRS and these are considered and have been demonstrated to Nick Mentos as protected and are trade secrets of NHRS.

8. INDEMNIFICATION. The broker agrees to indemnify and hold harmless NHRS from all losses, damages, claims, or expenses, including reasonable attorneys' fees, costs, and judgments that may be asserted against NHRS that results from the acts or omissions of the broker, 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 NHRS. NHRS 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 NHRS and Nick Mentos.

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

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.

1.APPLICABLR 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. NHRS 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:
NATIONAL HR SOLUTIONS, INC

Signature:_____

Title:_____

Date:_____

Accepted By:

Signature:_____

Title:_____

Date:_____

