



INDEPENDENT BROKER AGREEMENT

THIS AGREEMENT, between Axis PEO, hereinafter referred to as “LSHR”, and _____ with its principal place of business located at _____, referred to hereinafter as “Broker”.

Services. Broker is authorized to refer prospects to Axis PEO for its professional employer organization or employer of record services.

Commissions. Axis PEO will pay Broker commissions on prospects first introduced to Axis PEO by Broker provided they become clients of Axis PEO as a direct result of Broker’s referral. . Each qualified prospect referred by Broker that signs a client service agreement with Axis PEO (“Client Agreement”) is herein a “Client.” Commissions on Client accounts are paid on or about the 15th day of the calendar month following the month in which the commissions are earned. A commission is earned when Axis PEO collects the administrative fee billed by Axis PEO to the Client and no other amounts are owed to Axis PEO by Client. Commission on each Client account will be determined on a case-by-case basis and outlined in a separate addendum including the Referral Fee Schedule, which must be mutually agreed upon by both Axis PEO and Broker in writing prior to the signed Client Agreement. If not mutually agreed upon in writing prior to the signed Client Agreement commission will default to 10% of the collected administrative fee.

No Authority. Broker shall not represent that any coverage or service provided by Axis PEO is in effect unless and until Axis PEO has entered into a fully executed Client Agreement with the prospect. Broker cannot assign this Agreement or any rights hereunder without Lightsource’s prior written permission. Broker understands that Axis PEO is not in the business of insuring or selling insurance. Axis PEO retains sole and absolute discretion to decide who it will accept as a Client and to otherwise negotiate the terms of any proposed Client Agreement. Broker does not have the authority or power to bind Axis PEO to any agreement or promise. Axis PEO reserves the right to terminate a Client Agreement, at any time, in its discretion.

Confidentiality. During the term and for a period of 2 years thereafter (“Restricted Period”), Broker will keep confidential and not disclose to any third party (except Client or prospective Client) Lightsource’s business or sales methods, pricing (e.g., administrative fees) on a Client account, pricing (e.g., administrative fees) offered to a prospective Client referred by Broker, underwriting costs, Client lists, or any other information that could be used against or to harm Axis PEO and which such information is not generally known to the public and was otherwise acquired or learned by Broker because of Broker’s relationship with Axis PEO hereunder. Nothing herein shall be construed to violate applicable law.

Independent Contractor. Broker and Axis PEO are independent contractors to each other. Broker will pay all of its costs of doing business, and is not entitled to reimbursement from Axis PEO. Broker will comply with applicable law, and maintain any licenses or other credentials required by law.

Term. The term of this Agreement shall be from the Effective Date through the 1 year anniversary of the Effective Date, provided that this Agreement shall automatically renew in successive 1 year periods unless either party notifies the other at least 30 days prior to expiration of the initial 1 year period or any successive 1 year renewal period thereafter. Commission payments will survive termination of this Agreement as described in this Agreement above. Notwithstanding, if Broker violates this Agreement, engages in unethical behavior while conducting its business, violates applicable law, rules or regulations that results or could result in a felony or serious misdemeanor, or otherwise takes actions and makes disparaging statements that are intended or could reasonably be calculated to harm Axis PEO’s business or reputation, then Axis PEO may terminate this Agreement and Broker’s commissions immediately.

Disputes. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orlando, Florida before 1 arbitrator. The arbitration shall be administered



INDEPENDENT BROKER AGREEMENT (CONTINUED)

by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. Florida law shall govern this Agreement.

Solicitation. During the term and for a period of 2 years thereafter, Broker shall not, directly or indirectly, (i) solicit any Client for purposes of competing against or taking business away from the Company, or (ii) interfere with the relationship between Axis PEO and any Client for purposes of reducing Axis PEO's business with any such Client.

Miscellaneous. This Agreement may only be modified in a writing signed by the parties. This Agreement shall only be in effect when signed by both parties (counterparts and signatures transmitted electronically will be valid as originals). This Agreement is the entire and only agreement of the parties with respect to the subject matter herein, and the parties acknowledge there are no external representations or inducements. If any part of this Agreement is held unenforceable it will not affect the validity of the remainder of this Agreement. No failure to strictly enforce this Agreement will constitute a waiver or require future waivers.

Effective Date of Agreement: _____ (the "Effective Date")

Axis PEO

Signature _____

Name _____

Title _____

Broker

Signature _____

Name _____

Title _____



INDEPENDENT BROKER AGREEMENT - ADDENDUM

Referral Fee Schedule

This Addendum modifies or adds certain provisions in the Independent Broker Agreement dated as of _____ (the "Agreement") by and between Axis PEO and _____ ("Broker"). Axis PEO agrees to pay Broker commissions as a referral fee for Clients successfully placed with Axis PEO as defined in the Agreement. A commission is earned when Axis PEO collects in full the administrative fee billed by Axis PEO to the Client and no other amounts are owed to Axis PEO by Client.

Commissions on _____ ("Referred Client") will be calculated at _____% of the administrative fee. The administrative fee shall be defined as that portion of Axis PEO's billing rate that is specified as an administrative fee or in the event that Axis PEO has bundled its administrative fee with its other service fees, that amount which Axis PEO designates to Broker, in writing, as its charge for administrative services

Notwithstanding the above, if Lightsource's profitability on a Client account is reduced or diminishes (e.g., reduced due to new regulatory compliance requirements, reduced or diminishes due to inaccurate information given by the Client, diminishes due to increased operating costs), Broker will be subject to a proportionate reduction in commissions or, if the profit has been eliminated, then broker's profits shall likewise be eliminated. The aforementioned reduction or elimination shall only last on a Client until (a) Axis PEO no longer incurs a reduction or elimination or (b) Broker's eligibility for commissions terminates hereunder.

Effective Date of Addendum: _____

Axis PEO

Signature _____

Name _____

Title _____

Broker

Signature 

Name 

Title 