

BROKER AGREEMENT

THIS BROKER AGREEMENT (this "Agreement") is made this _____ day of _____, _____ between Magoo World Wide LLC, a California limited liability company (doing business as Broker Solutions) ("Agency"), having a principal place of business at 895 Dove Street, Suite 300, Newport Beach, CA 92660 and _____, a _____ ("Broker"), having a principal place of business at _____. Each of Agency and Broker are sometimes referred to herein as a "party" and collectively as the "parties".

Background

- A. Agency is in the business of providing professional employer organization solutions, administrative service organization solutions, referrals for insurance solutions, staffing programs and other human resource related services (the "Services").
- B. Broker wishes to become authorized to refer business to Agency, and Agency wishes to name Broker as a broker for such purposes, all on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants, conditions and agreements herein contained, and intending to be legally bound hereby, Agency and Broker agree as follows:

Terms and Conditions

1. Services to be provided by Broker. Broker shall have the non-exclusive right and privilege, but not the obligation, to refer to Agency persons and entities that may be interested in utilizing Agency's Services and to provide sales leads to Agency.
2. Compensation of Broker. As total compensation for any referral or other services rendered by Broker under this Agreement, Broker shall be entitled to a commission equal to the commission percentage for the applicable Service(s) set forth on Exhibit A multiplied by the Administrative Fee actually received by Agency with respect to such Service(s) from Clients referred to Agency by Broker during the term of this Agreement. Earned commissions shall be payable monthly on or before the last day of the month following the month in which the applicable Administrative Fee has been received by Agency. If Broker receives any payments from Client with respect to any Services, Broker agrees to hold such payments in trust and to immediately remit such payments to Agency without set-off or deduction. Broker will have ten (10) days from its receipt of any commission payment to dispute such commission payment by providing Agency with written notice prior to the expiration of such 10-day period; provided, however, that such dispute is made in good faith. In the event Broker does not dispute (or fails to dispute in good faith) the applicable commission payment within such 10-day period, the commission payment will be deemed to be paid in full. Broker hereby waives any and all payments for which a timely notice of dispute is not provided in good faith as required herein. Upon Agency's receipt of Broker's written notice of dispute in accordance with this Section 2, the parties will work together in good faith to resolve such dispute within thirty (30) days from the date the applicable commission payment was received by Broker. In the event the parties cannot resolve the applicable

dispute within such 30-day period, the applicable commission payment shall be paid in the amount determined by Agency. Anything to the contrary herein notwithstanding, under no circumstances will Agency be liable for or obligated to pay any commission payments, back payments of commission or other amounts to Broker that relate to any period prior to the execution and delivery of this Agreement by Agency.

As used herein, "Administrative Fee" means the administrative service fee charged by Agency to Client, which for the sake of clarity shall not include any payroll taxes, workers' compensation costs, insurance premiums, employee benefit costs, service burden fees, enrollment costs, 401(k) employer contributions and administrative expenses and shipping costs, regulatory fees, charges, taxes or any amounts required by law to be collected or remitted by Agency to any third party. "Client" means any person or entity represented by Broker for which Agency receives written "request for proposal" documentation from Broker, provided that such person or entity is not identified as a Client of any other broker or otherwise has had any contact with Agency within the previous twelve (12) month period, as determined by Agency in its sole judgment. Commissions are payable only if (A) Broker was the procuring cause for a successful placement of Services by Agency to a Client, as determined by Agency in its sole judgment; (B) Agency has received payment of the Administrative Fee in immediately available funds; (C) Client has been successfully enrolled or on-boarded into the applicable Service; and (D) in the case of any insurance products, underwriting has been completed and the insurer has validly issued the policy and/or added Client as an insured. In the event Agency is required to reimburse, remit, disgorge or otherwise repay or return any Administrative Fee or other amounts received with respect to any transaction for which Agency has paid a commission to Broker, Broker shall immediately pay to Agency the amount of any commissions paid to Broker with respect to any such amounts reimbursed, remitted, disgorged, repaid or returned. Anything to the contrary herein notwithstanding, payments to Broker under this Agreement shall be made only to the extent permissible under applicable law and Agency shall have no duty to make any payments in violation of applicable law.

3. Broker's Obligations; Certificates of Insurance.

3A Broker agrees to secure such information, documentation, and other data necessary for Agency (and any insurer or Third Party Service Provider (as defined below)) to propose, provide or otherwise apply to acquire proposals for Services that Broker shall provide to Clients as their agent. Broker agrees to properly and accurately obtain, assemble, and assess information provided by Clients in connection with the Services to ensure that the terms and conditions of any Services, including any insurance coverage sought by Client shall meet such Client's needs and desires. Agency's sole responsibility shall be to use good faith efforts to provide Services as Broker deems appropriate under the circumstances relevant to Clients' needs. Agency expressly disclaims all obligations to Broker or any Client regarding the amount, adequacy, enforceability or form of insurance coverage that may be provided to Client. Broker shall be responsible for providing all legally required disclosures and other communications and notices (including without limitation, any disclosures regarding fees, commissions, compensation, charges, taxes and any other required billing disclosures) directly to Client. Broker agrees to review all invoices prepared for the Client to ensure accuracy and compliance with all applicable legal requirements, and to promptly notify Agency before such invoice is provided to Client if any changes need to be made to ensure accuracy and legal compliance. Broker shall accurately communicate Client's request for Services to Agency and shall request and obtain such additional

information and documents from Client as Agency may request from time to time. Broker agrees to promptly notify Agency in writing of all claims, suits and notices of loss received from Client or of which Broker becomes aware as promptly as possible. Broker has no authority to assign losses to be adjusted nor may Broker negotiate or settle any loss on behalf of Agency or any Third Party Service Provider. Broker shall hold funds in trust in fiduciary accounts with respect to business generated under this Agreement as required by all Federal laws and the insurance laws of each state in which it is conducting business. Broker agrees to keep complete records and accounts of all transactions and to permit Agency to inspect all records pertaining to business transacted under this Agreement. Broker shall not have authority to appoint other agents, brokers or subagents or sub-brokers for purposes of this Agreement and agrees and acknowledges that it shall not do so. Broker assumes the sole risk of extending credit to Clients for transactions under this Agreement.

3B Broker has no authority to issue certificates of insurance or policy endorsements relating to any insurance policy issued to Client or Agency in connection with this Agreement. Broker agrees not to provide any certificate of insurance, binder, copy of any policy or policy endorsement related to any Services obtained through Agency unless such certificate, binder, policy or endorsement is obtained through Agency by using its website: www.brokersolutions.net. Broker acknowledges and agrees that certificates of insurance are for information purposes only and cannot create coverage, alter, add, or delete any term or condition of any insurance policy issued to Client and agrees to inform Client of this fact. Broker acknowledges and agrees that it shall inform Client that any purported alteration, addition or deletion of a term or condition of an insurance policy with a corresponding policy endorsement may violate state insurance laws. Broker acknowledges and agrees that Agency assumes no responsibility toward any Client or other holder of a certificate of insurance for the accuracy of insurance policy information contained on any certificate of insurance.

3C Broker shall forward to Agency immediately upon receipt, or upon the Broker's knowledge thereof, all correspondence or notices with relation to the financing or proposed financing of premiums by any policyholder, and Broker agrees to instruct the premium finance company to pay Agency for all premiums which have been financed. Broker shall not accept premium financing on policies for which the premium is short-term or short-term minimum earned. Broker is not and shall not hold itself out as the agent of Agency or any Third Party Service Provider for the purpose of obtaining premium financing and agrees to hold Agency harmless from any responsibility for payment to the premium finance company, and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premiums by Broker to Agency or any Third Party Service Provider.

3D Broker hereby agrees to pay Agency a return commission on all returned premium adjustments at the same rate that was originally applied to such coverage. Broker understands that Agency, without limitation of its other rights and remedies, reserves the right to cancel any policy for non-payment of premium.

4. Broker's Expenses. Broker shall be responsible for any and all costs and expenses of any kind or type whatsoever including, but not limited to, the following: (A) any and all costs associated with running Broker's business; and (B) any and all costs incurred by Broker in procuring, promoting, marketing and/or soliciting orders from Client or in connection with the services that Broker provides under this Agreement. Agency shall not be obligated to reimburse Broker for any costs or expenses in

connection with this Agreement whatsoever. If Broker is placing business with Agency which is directed to Broker by another broker, agent or third party intermediary, Broker agrees to promptly pay all applicable commissions, fees and other amounts that may be due or owing to such other broker, agent or third party intermediary.

5. Agency's Use of Third Party Service Providers; Effective Date of Coverage.

5A Broker acknowledges and agrees that Agency may utilize third party insurance carriers, insurance agencies, brokers, professional employer organizations or other third parties to provide some or all of the Services to Client (each a "Third Party Service Provider"). Broker acknowledges and agrees that Agency may utilize such Third Party Service Providers without notice to Broker. Broker acknowledges and agrees that Agency shall not be responsible for the acts, errors or omissions of any Third Party Service Provider under any theory of *respondeat superior*, agency, negligent selection, and negligent supervision or otherwise. Broker acknowledges that approval of any order for Services involving a Third Party Service Provider are subject to acceptance by such Third Party Service Provider and may be rejected or delayed by a Third Party Service Provider for any reason or for no reason at all. Agency shall not be liable for any delays, lapses or gaps in coverage or any failure to obtain coverage, from any Third Party Service Provider, including without limitation any requested waivers of subrogation or policy modifications. Agency reserves the right to name the Third Party Service Provider as the agent of record with respect to any policy or other Service.

5B The effective date of any contract of insurance obtained from any Third Party Service Provider is the date shown in the declarations page of the insurance policy or in the endorsement adding Client as an insured to an insurance policy, not the date the application is signed. Broker agrees to notify Client, and copy Agency, in writing, of the date coverage commences. Broker is prohibited from representing to Client that any insurance coverage has been obtained or is in effect until the Broker receives a binder, endorsement or insurance policy issued by the insurer. Broker shall not rely on, or provide to Client, any certificate of insurance that is not confirmed by a binder, endorsement or insurance policy issued by the insurer.

6. Agency's Right to Modify or Terminate Services and Modify Agency Website/Broker Guidelines.

Broker acknowledges that Agency shall have the sole right to reject any order for Services or to modify, replace or terminate any Services, for any reason or for no reason at all, without the approval of Broker and regardless of any impact such rejection, modification, replacement or termination may have on Broker's right to receive commissions hereunder. Agency may revise its website and/or Broker guidelines from time to time to add or modify requirements applicable to Broker or Clients or the Services and Broker agrees to monitor the Agency website regularly and to comply with all guidelines and requirements provided therein as modified from time to time, including without limitation, Agency's Privacy Policy. Broker acknowledges and agrees that Agency may send marketing and other information to Broker via email from time to time.

Broker acknowledges and agrees that Agency may send marketing, contract notices, disclosures and other communications and information to Broker via email from time to time and delivery by email shall

be effective delivery for all purposes. If Broker no longer wishes to receive emails from Agency, Broker must send an email to _____.

7. Insurance. It is expressly agreed that Broker shall obtain and maintain throughout the term of this Agreement (A) commercial general liability insurance and (B) errors and omissions ("E&O") insurance providing coverage to Broker for claims arising from the services rendered by Broker under this Agreement. Broker shall maintain limits of liability of at least \$1,000,000 per claim and \$2,000,000 in the aggregate under both its commercial general liability and E&O policies and shall not have a self-insured retention of more than \$50,000 under either policy. Broker shall provide Agency with proof of such coverage upon Agency's request and shall provide Agency notice or notices of non-renewal or cancelation from the insurer(s).

8. Representations and Warranties.

8A Broker represents and warrants to Agency that (i) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (ii) performance of this Agreement, and Agency's exercise of its rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute default under, any agreement or instrument by which it is bound; and (iii) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, liquidation, receivership, moratorium or other similar laws affecting the enforceability of the rights of creditors and general principals of equity, regardless of whether such enforcement is sought in a proceeding in equity or at law.

8B Broker further represents and warrants that it currently maintains and shall continuously maintain (i) all necessary individual, corporate, or agency licenses; and (ii) all necessary insurance agent, broker or producer permits or other licenses that are required for Broker to transact insurance business in the jurisdiction(s) and state(s) where Broker sells insurance.

9. Confidentiality and Non-Disclosure Agreement. The parties understand that Agency may disclose to Broker certain Confidential Information (defined below) that is and/or is deemed (in the sole discretion of Agency) to be proprietary and confidential and the property of Agency. In order to induce Agency to disclose such Confidential Information, Broker agrees to protect the confidentiality of all Confidential Information disclosed to Broker and to only use the Confidential Information for purposes of this Agreement and in accordance with the following terms and conditions:

Broker acknowledges and agrees that in the course of communications between Agency and Broker with respect to the referral of potential Clients by Broker to Agency, the negotiation of Client contracts between Agency and its potential Clients, and/or the servicing of Clients, Broker may become privy to Confidential Information of Agency which has been obtained and developed by Agency through the expenditure of substantial time, effort and funds, and that the disclosure or use of such Confidential Information would injure Agency. Broker agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever including by means of photocopy or reproduction, or used for any purpose other than as strictly necessary to carry out the purpose of this Agreement, without the prior written consent of Agency. If Broker becomes legally compelled to disclose any Confidential Information, Broker will provide

Agency, to the extent legally permissible and practical, with prompt notice so that Agency may seek a protective order or other appropriate remedy and Broker will cooperate with Agency's counsel to enable Agency to obtain a protective order or other reliable assurance that confidential treatment will be accorded the same. If such protective order or other remedy is not obtained, Broker will furnish only that portion of the Confidential Information which is legally required to be disclosed. This Agreement and all communications by Agency to Broker shall constitute Confidential Information and such Confidential Information shall remain the property of Agency.

For purposes of this Agreement, "Confidential Information" shall mean all confidential and proprietary information of Agency, including without limitation, trade secrets (as defined by the California Uniform Trade Secrets Act), as well as any information in the possession of Agency, whether created by Agency or the Broker, which is kept or intended to be kept as a secret from others, whether or not the secret or confidential information provides a measurable commercial benefit to Agency, such as Agency's development work, its software and computer programs, specifics concerning the design of its equipment or software and computer programs, whether used internally or not, procedures used to render programs, equipment or services fit for sale, Agency's underlying costs and Agency's underlying sources of supply and vendors, and information which concerns the business of Agency and the manner in which Agency conducts its business, its future plans, work in progress, customers, customer lists, and any other information relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling which is used by Agency in the conduct of its business and which is not generally known to others.

Broker shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. Broker shall be responsible for any disclosure or use of any Confidential Information by its employees. The provisions of this Section 9 shall remain in full force and effect for a period of two (2) years after expiration or termination of this Agreement for any reason. Violation of this Section 9 by Broker shall entitle Agency to temporary and permanent injunctive relief or specific performance of the obligations described in this Section 9 without a showing of irreparable harm or injury and without having to post bond.

10. Termination of Agreement Effect of Termination on Commissions.

10A Broker may terminate this Agreement for convenience with thirty (30) days' prior written notice. Agency may terminate this Agreement for convenience with three (3) days' prior written notice. Upon receipt of notice of termination in accordance with this Section 10A, (i) Broker shall immediately terminate all solicitations on behalf of Agency; (ii) Agency shall have no duty or obligation to pay commissions for Services placed on or after the date on which Broker delivers or receives such notice of termination; and (iii) subject to Section 12 herein, each party may otherwise continue to do business with Clients. Upon a termination for convenience, Broker's right to receive commissions for Services placed prior to such notice of termination to which commissions are otherwise payable shall continue for six (6) months following the notice of termination or through the remainder of the then-current term of the applicable policy, whichever is shorter. Further, Agency shall be under no duty or obligation to accept any Services for placement from Broker or otherwise engage with Broker in any business activities contemplated by this Agreement upon such notice of termination. For the avoidance of doubt, except for the aforementioned commission payment obligations, all terms, conditions, duties and obligations of the parties under this Agreement shall

continue and remain in full force and effect with respect to Services placed prior to a termination for convenience.

10B Agency may terminate this Agreement immediately for Cause. "Cause" means (i) any conviction of Broker for a felony or entry by Broker of a plea of guilty or *nolo contendere* to a felony; (ii) any breach of Section 9 (Confidentiality and Non-Disclosure Agreement) or Section 25 (Non-Disparagement) hereof; (iii) any breach by Broker or any other covenant or provision of this Agreement; (iv) any breach by Broker of any representation or warranty contained herein; (v) any act or omission involving fraud, dishonesty, willful misconduct, breach of trust or gross negligence; or (vi) any failure by Broker to comply with applicable law or to obtain any necessary license, approval, permit or other consent. In the case of termination for Cause under clauses (i), (ii), (v) or (vi) of this Section 10B, termination may be effected immediately. In the case of termination for Cause under clauses (iii) or (iv) of this Section 10B, Broker shall be given written notice of Agency's intent to terminate this Agreement for Cause and, in Agency's sole judgment, Broker may have the opportunity within ten (10) days after the receipt of such notice to remedy or correct the acts or failures to act described in such notice. If this Agreement is terminated for Cause, Broker's right to receive commission shall cease immediately. Except as expressly provided herein, the termination or expiration of this Agreement shall not alter the continued application of this Agreement to insurance policies and other Services in effect prior to the date of such termination or expiration

11. Indemnification and Hold Harmless.

11A To the fullest extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify and hold the other party and its officers, directors, employees and representatives (each, an "Indemnified Person") harmless from and against any and all losses, claims, demands, actions, suits, mediations, arbitrations, liabilities, costs, penalties, fines and damages (including, but not limited to reasonable attorneys' fees) resulting from or arising out of or in connection with (i) any material breach by the Indemnifying Party of any representations, warranties or covenants of this Agreement; (ii) the Indemnifying Party's marketing, advertising, sales or promotional activities or materials; or (ii) any infringement or violation by the Indemnifying Party of the intellectual property rights of any third party; provided however that the Indemnifying Party shall not be required to provide indemnification hereunder for any act of the Indemnified Person determined by final and non-appealable judgment of a court of competent jurisdiction to constitute willful misconduct, gross negligence or criminal violation of law.

11B To the fullest extent permitted by law, the Indemnifying Party agrees to indemnify and hold any Indemnified Person harmless from and against any and all losses, liabilities, costs, penalties, fines and damages (including, but not limited to reasonable attorneys' fees) resulting from, arising out of or in connection with, any claims, demands, actions, suits, mediations, arbitrations or regulatory or other proceedings, brought by any Client or other person or entity ("Claimants") against any Indemnified Person resulting from, arising out of or in connection with any alleged act or omission of the Indemnifying Party, including without limitation any services provided by the Indemnifying Party to any Claimant, or any statements or other communications made by the Indemnifying Party to any Claimant; provided, however, that the Indemnifying Party shall not be required to provide indemnification hereunder for any act of an Indemnified Person determined by final and non-appealable judgment of a

court of competent jurisdiction to constitute such Indemnified Person's willful misconduct, gross negligence or criminal violation of law.

11C The provisions of this Section 11 shall survive any termination or expiration of this Agreement for any reason.

12. Non-Solicitation. During the term of this Agreement and for six (6) months thereafter, Broker will not, directly or indirectly, (1) solicit or attempt to solicit any business from any of Agency's clients, prospects, employees or contractors, or (2) recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of Agency's employees, or contractors for work at another company.

13. Waiver of Subrogation. Broker and Agency, and their respective officers, directors, employees and representatives, mutually agree to waive all rights of subrogation with respect to any claims, including claims for indemnification, arising from or as a result of this Agreement.

14. Binding Effect; Amendment; Non-Waiver; Exhibits and Schedules. This Agreement will bind and inure to the benefit of the parties hereto, and their permitted successors and assigns. Broker may not assign this Agreement without obtaining the prior written consent of Agency. Agency may freely assign this Agreement. This Agreement may be modified, altered or amended only by Agency by providing not less than thirty (30) days' prior written notice to Broker describing the modification, alteration or amendment in reasonable detail. If Broker fails to object to such modification, alteration or amendment by providing written notice within ten (10) days after receipt of such notice, Broker shall be deemed to have agreed to such modification, alteration or amendment and this Agreement shall be automatically amended without further action on the part of either party to incorporate such modification, alteration or amendment as set forth in the notice from Agency. If Broker objects to such modification, alteration or amendment, then this Agreement shall immediately terminate. No failure of either party to insist on strict compliance with this Agreement or to exercise any right under this Agreement shall be a waiver of such right. All exhibits and schedules to this Agreement shall be deemed a part hereof.

15. Entire Agreement and Survival. This agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Except as stated in Exhibit A, this Agreement may not be modified or amended other than by a writing signed by both parties. Any provision of this Agreement intended to survive its expiration or termination according to the express terms of such provision or according to the context of such provision shall survive the expiration or termination of the Agreement for its stated time period.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its choice of law rules.

17. LIMITATION OF LIABILITY. IN NO EVENT SHALL AGENCY OR ANY AGENCY INDEMNIFIED PERSON BE LIABLE TO BROKER FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF CUSTOMERS OR LOSS OF GOODWILL ARISING FROM ANY BREACH OF THIS AGREEMENT OR THE

CONDUCT OF BUSINESS CONTEMPLATED HEREUNDER (EVEN IF AGENCY OR AGENCY INDEMNIFIED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN ANY EVENT, THE LIABILITY OF AGENCY TO BROKER FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO BROKER BY AGENCY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY AND TORT.

18. WARRANTIES. EXCEPT FOR WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, AGENCY MAKES NO WARRANTIES HEREUNDER, AND AGENCY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. Agency's Right of Set-Off. Anything to the contrary herein notwithstanding, Agency shall have the right to set-off any and all amounts due or owing from Broker, or that are the responsibility of Broker, under or in connection with this Agreement against any commissions or other amounts that may be due or owing to Broker under this Agreement.

20. Notices. All notices required hereunder shall be in writing, addressed and delivered to the party affected, by mailing said notice to that party at the address hereinabove set forth, or at such other address as shall be specified by like notice, and given (A) when delivered but no later than the second business day following mailing sent by overnight mail or overnight courier; (B) when delivered, if sent by facsimile and receipt is confirmed by telephone; or (C) when received, if sent by email and an e-mail confirming receipt is sent by the recipient

21. Compliance. Broker agrees to comply with all applicable statutes, rules, regulations and/or administrative rulings effecting its operations or its performance hereunder.

22. Independent Contractor Relationship. The relationship between Agency and Broker is and shall be that of independent contractors. Broker is not and shall not be deemed to be an Agency employee, agent, partner or joint venture with Agency. Broker shall not have the power to act for or bind Agency in any manner and shall not represent itself as having the right, power or authority to create any contract or obligation, express or implied, binding upon Agency. Broker shall make no representations on behalf of Agency whatsoever and shall not make any representation regarding its relationship with Agency other than that Broker has been retained by Agency as an independent contractor. Broker understands and agrees that there is no participation in any plans, arrangements, or distributions pertaining to or connected with any pension or other deferred compensation plan, health, life, or disability in insurance programs or any other fringe benefits that Agency provides for its employees. Broker agrees to hold Agency harmless from and against any tax liability incurred by Broker arising out of and/or resulting from this Agreement. Agency agrees to furnish Broker a Federal 1099 form for tax filing purposes annually.

22. Public Disclosures and Press Releases. Without the prior written consent of Agency, Broker will not make any release to the press or other public disclosure with respect to the existence or contents of this Agreement. Without limiting the foregoing, Broker shall not use Agent's name, trademarks or logos in any press releases, public meetings or hearings or other public communications without the prior written consent of Agency.

23. Dispute Resolution.

23A Negotiation: If any dispute arises under or in connection with this Agreement, the parties will first try to resolve the dispute directly, setting up a meeting, either in-person or by telephone within thirty (30) days of the onset of the disagreement and negotiate in good faith in an effort to resolve the disagreement.

23B Mediation: If the parties cannot reach an agreement regarding the dispute through negotiation as provided in Section 23A above, the parties will select a mutually agreeable mediator within thirty (30) days after the negotiation attempt. The parties will equally share the expense of the mediation. The mediation shall take place exclusively in Orange County, California.

23C Arbitration: If the parties cannot reach an agreement regarding the dispute through mediation or if the parties cannot agree on a mediator, the parties agree that any unresolved disputes shall be resolved exclusively through binding arbitration using a single mutually agreeable arbitrator, and conducted according to the rules of the American Arbitration Association. The arbitration shall take place exclusively in Orange County, California. The arbitration may take place in person or by desktop video-conference as mutually agreeable. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Under no circumstances shall such award include any award of punitive damages or other damages not allowed by this Agreement.

23D Each party agrees to pay one half of the arbitration fee. In the event an action or arbitration is initiated to enforce any of the terms of this Agreement, the prevailing party or parties shall be entitled to receive from the other party or parties the reasonable attorney's fees, costs, and expenses incurred in the action or arbitration by the prevailing party.

23E Notwithstanding the provisions of Sections 23A, 23B or 23C to the contrary, (i) the obligation to negotiate, mediate and/or arbitrate as provided above shall not apply to either party's obligation to indemnify the other as provided in Section 11, which shall be immediately enforceable in any court of law or equity, or impair, delay or otherwise limit Agency's right to terminate Broker for convenience or for Cause as provided in this Agreement; and (ii) Broker acknowledges and agrees that any breach or threatened breach of Section 9 of this Agreement is likely to cause Agency irreparable harm for which money damages may not be an appropriate or sufficient remedy. Broker therefore agrees that Agency is entitled to seek injunctive or other equitable relief from any court having jurisdiction to remedy or prevent any breach or threatened breach of Section 9 of this Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available to Agency at law or in equity.

24. Submission to Jurisdiction. The parties agree that the Superior Court of Orange County, California shall have exclusive jurisdiction over all disputes and other matters relating to this Agreement and not

subject to binding arbitration pursuant to Section 23C, and the parties hereby consent to the jurisdiction of such court for such purposes, and waive any objection they may have thereto based on venue, *forum non conveniens* or other similar doctrines.

25. Non-Disparagement. Broker will not, during or following the term of this Agreement, directly or indirectly, in any capacity or manner, make, publish, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, publication, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that could reasonably be construed to be derogatory or critical of, or negative toward, Agency or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives (collectively, the "Agency Representatives"), or that could reasonably be construed to malign, harm, disparage, defame or damage the reputation or good name of Agency, its business or any of the Agency Representatives.

26. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ACTIONS OF THE PARTIES HERETO PURSUANT TO THIS AGREEMENT OR ANY OTHER DOCUMENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

27. Attorneys' Fees. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any legal action or other proceeding between the parties arising out of or related to this Agreement.

28. Counterparts: Severability. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or electronically (such as a signature on a pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and the parties intend that any such invalid or unenforceable term or provision be enforced to the maximum extent legally permissible, and hereby consent to the modification of any such invalid or unenforceable term or provision to the extent necessary to make such term or provision valid and enforceable.

[Intentionally blank; signature page follows]

In witness whereof, the parties hereto have executed this Agreement as of the date first above written:

Agency:
Magoo World Wide LLC (d/b/a Broker Solutions),
a California limited liability company

By: _____
Name: Stephanie Lopez
Title: Manager

Broker:

By: _____
Name: _____
Title: _____

Exhibit A

We may change this Exhibit A at any time and from time to time in our sole and absolute discretion. We will endeavor to send you written communication of material changes to this Exhibit A thirty (30) days before the changes are effective.

A total commission is expressed as a percentage of the insurance premium:

Insurance Carrier/PEO/ASO/Staffing Commission Amount. Broker shall be entitled to a commission equal to the commission percentage below for the successful placement of the following Service(s) multiplied by the Administrative Fee actually received by Agency from Clients with respect to such Service(s):

Product and/or Service:	Commission Percentage:
Workers Compensation Policy	Pre negotiated
PEO Services	Pre negotiated
ASO Services	Pre negotiated
Staffing Services	Pre negotiated

Administrative Fee. As used herein, the "Administrative Fee" shall have the meaning provided in the body of the Agreement.

Calculation of commission. The commission will be calculated in accordance with Agency's policies as the same may be amended from time to time in the sole judgment of Agency.

Vesting. Agency agrees to pay Broker the above stated commission amount until the earlier of (1) twelve (12) months following the termination or expiration of this Agreement for any reason; (2) the termination of this Agreement for Cause; (3) the termination or expiration of the Service(s) successfully placed by Broker, without regard to any successor or replacement Service(s); or (4) the date on which client has ceased to be a Client of Agency.

Agency Initials _____ Broker Initials _____

BROKER COMMISSION PROFILE FORM

Legal Name of Broker (and agency, if applicable): _____

Type of Entity
(choose one): Individual Partnership LLC Corporation

Taxpayer ID or SSN #: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Phone: _____ Fax: _____ Email: _____

Website address (if any): _____

Number of years in insurance business: _____

E&O Carrier: _____

E&O Limits: _____

Broker/agency trust account at (name and city of bank, branch, contact person and phone number Account Number and Routing Number):

Type of license(s): _____

Please fax a copy of your current P&C License and/or Life & Health License along with your E&O Declarations Page.

Accounts Receivable Contact Name: _____ Email: _____

First Client Sold: (if any): _____

This Broker Commission Profile Form and the attached Broker Agreement must be properly executed and faxed to _____ before or with your first submission of business. No business can be processed until you provide an executed Broker Agreement along with all required information.