



## CONTRACTING DOCUMENT

Please complete the attached document with all requested information. Also, write the information clearly so that we may read it.

Once complete please return to:  
**[agency@tbc-mail.com](mailto:agency@tbc-mail.com)**

## Legal questions for contracting and appointment requests

Name: \_\_\_\_\_

<b>1</b>	<b>Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations or statutes? Have you ever been on probation?</b>	<b>Yes</b>	<b>No</b>
	A Have you ever been convicted of or plead guilty or no contest to any Felony?	Yes	No
	B Have you ever been convicted of or plead guilty or no contest to any Misdemeanor?	Yes	No
	C Have you ever been convicted of or plead guilty or no contest to a violation of federal or state securities or investment related regulations?	Yes	No
	D Have you ever been convicted of or plead guilty or no contest to a violation of state insurance department regulation or statutes?	Yes	No
	E Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	Yes	No
	F Have you ever been charged with a Felony?	Yes	No
	G Have you ever been charged with a Misdemeanor?	Yes	No
	H Have you ever been on probation?	Yes	No
<b>2</b>	<b>Have you ever been or are you currently being investigated, have any pending indictment, lawsuits, or have you ever been in a lawsuit with an insurance company?</b>	<b>Yes</b>	<b>No</b>
	A Are you currently under investigation by any legal or regulatory authority?	Yes	No
	B Have you been under investigation by any insurance company?	Yes	No
	C Have you ever been or are you currently involved in any pending indictments, lawsuits, civil judgments or other legal proceedings (civil or criminal)(you may omit family court).	Yes	No
	D Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?	Yes	No
<b>3</b>	<b>Have you ever been alleged to have engaged in any fraud?</b>	<b>Yes</b>	<b>No</b>
<b>4</b>	<b>Have you ever been found to have engaged in any fraud?</b>	<b>Yes</b>	<b>No</b>
<b>5</b>	<b>Has any insurance or financial services company or broker-dealer terminated your contract or appointment or permitted you to resign for a reason other than lack of sales?</b>	<b>Yes</b>	<b>No</b>
	A Were you fired because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of conduct?	Yes	No
	B Were you fired because you were accused of fraud or the wrongful taking of property?	Yes	No
	C Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	Yes	No
<b>6</b>	<b>Have you ever had an appointment with any insurance company denied or terminated for cause?</b>	<b>Yes</b>	<b>No</b>
<b>7</b>	<b>Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?</b>	<b>Yes</b>	<b>No</b>
<b>8</b>	<b>Has any lawsuit or claim ever been made against your surety company, or errors and omissions insurer, arising out of your sales or practices, or, have you been refused surety bonding or E&amp;O coverage?</b>	<b>Yes</b>	<b>No</b>
	A Has a bonding or surety company ever denied, paid on or revoked a bond for you? Or, have you ever had a claim filed against your surety company?	Yes	No
	B Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage? Or, have you ever had a claim filed against your E&O carrier?	Yes	No

<b>9</b>	<b>Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?</b>	<b>Yes</b>	<b>No</b>
<b>10</b>	<b>Has any state or federal regulatory body found you to have been a cause of an investment OR insurance-related business having its authorization to do business denied, suspended, revoked, or restricted?</b>	<b>Yes</b>	<b>No</b>
<b>11</b>	<b>Has any state or federal regulatory agency revoked or suspended your license as an attorney, accountant, or federal contractor?</b>	<b>Yes</b>	<b>No</b>
<b>12</b>	<b>Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?</b>	<b>Yes</b>	<b>No</b>
<b>13</b>	<b>Have you ever had any interruptions in licensing?</b>	<b>Yes</b>	<b>No</b>
<b>14</b>	<b>Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes? Have you ever been the subject of a consumer initiated complaint?</b>	<b>Yes</b>	<b>No</b>
	A Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	Yes	No
	B Has any state, federal or self-regulatory agency filed a complaint against you, fined or sanctioned you?	Yes	No
	C Have you ever been the subject of a consumer initiated complaint?	Yes	No
<b>15</b>	<b>Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?</b>	<b>Yes</b>	<b>No</b>
	A Have you personally filed a bankruptcy petition or declared bankruptcy?	Yes	No
	B Has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	Yes	No
	C Is the bankruptcy pending?	Yes	No
<b>16</b>	<b>Have you ever had any unsatisfied judgments, garnishments, or liens against you?</b>	<b>Yes</b>	<b>No</b>
<b>17</b>	<b>Are you connected in any way with a bank, savings &amp; loan association, or other lending or financial institution?</b>	<b>Yes</b>	<b>No</b>
<b>18</b>	<b>Have you ever used any other names or aliases?</b>	<b>Yes</b>	<b>No</b>
<b>19</b>	<b>Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?</b>	<b>Yes</b>	<b>No</b>

If you answered any questions YES, provide an explanation that includes dates, actions, and descriptions. Attach additional paper if necessary.

I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes, I will notify my agency office within 5 days of such change. Further, I understand that my agency may contact me when I need to answer carrier specific questions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## REMOTE PROCTOR AFFIDAVIT

This affidavit is a written agreement required for taking The Federal Retirement Consultant<sup>SM</sup> (FRC) Final Exam online.

The FRC<sup>SM</sup> Final Exam is a closed-book exam that must be taken at the place of business of the advisor (examinee).

Upon completion of the FRC<sup>SM</sup> Course, the examinee must be reviewed and approved to take the Final Exam. After receiving approval, this Proctor Affidavit must be completed and signed by the examinee and the remote proctor to confirm there was no access to any outside information during the exam.

### EXAMINEE INFORMATION AND SIGNATURE

Name \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### REMOTE PROCTOR INFORMATION AND SIGNATURE

Remote Proctor Name \_\_\_\_\_

Company Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Your signature indicates that you have agreed to this remote proctoring arrangement for the online FRC<sup>SM</sup> final exam in accordance with the guidelines below:

- The proctored closed-book exam must take place at the examinee's place of business.
- Approved proctors may include an administrative assistant or another professional employed at the examinee's place of business.
- Access to books, printed material or online websites other than the computer necessary to take the exam are NOT permitted.
- Other electronic devices, such as cell phones, iPod, iPad, headphones, MP3 players, etc. are NOT permitted.

Once completed and signed, submit this affidavit via email to [Compliance@FRC.FFEBA.COM](mailto:Compliance@FRC.FFEBA.COM).

# FRC Code of Ethics and Professional Conduct Standards

## Purpose

*The FRC Code of Ethics and Professional Conduct Standards (“Code”)* was created to provide ethical standards and rules of conduct for all persons who are certified to use the Federal Retirement Consultant (FRC)<sup>®</sup> credential.

FRCs are required to comply with the Standards and Rules set forth in this Code. FRCs must also follow all rules and regulations for their profession that are promulgated by state and federal law, licensing boards, state agencies, companies, and industry organizations of which the FRC is a member.

- **The Standards** (“Standards”) - The Standards define the ethical and professional conduct to which FRCs must adhere while carrying out their business activities.
- **The Rules** (“Rules”) - The Rules are derived from the Standards. The Rules establish requirements for professional behavior that a FRC can readily apply to particular business situations
- **The Disciplinary Procedures** - The FFEBA Compliance Officer reviews complaints lodged against FRCs and takes appropriate action at the conclusion of each case review.

## The Standards

**Standard 1: Competence.** A FRC has an obligation to keep his/her professional training, skills, and knowledge current and comprehensive in order to competently provide professional services to clients. Such competency must be maintained and enhanced over time as a result of changes in legal, regulatory, and professional standards and processes. FRCs who sell products must meet the same standards with respect to product knowledge and suitability.

FRCs that hold other professional registrations, licenses, or credentials must comply with the rules and regulations that govern those registrations, licenses and/or credentials. FRCs are often affiliated with companies and/or employers that have their own rules for ethical business conduct; FRCs have an obligation to comply with these rules as well. Disciplinary action taken against a FRC by any regulatory or administrative body can carry the same weight as violations of this Code, and therefore may result in suspension or revocation of the FRC certification.

The FRC credential is a broad-based, value-added certification that enhances the registrations, licenses and credentials a professional already holds. The credential bestows on the individual who earns it a deeper understanding of federal employee benefits, but it is neither designed nor intended to be a substitute for professional credentials.

**Standard 2: Honesty.** A FRC shall not lie, cheat, or steal. A FRC must accurately and completely communicate to clients and potential clients, both orally and in business materials, his or her professional licenses, credentials, and other business qualifications. Further, a FRC shall not omit from business materials or discussions — or otherwise disguise in technical, legal, or industry-specific terminology information that the FRC’s client or potential client would need to fully comprehend proposed products or services.

**Standard 3: Trustworthiness.** A FRC shall act in a trustworthy manner. This means that the FRC shall promptly and courteously address a client’s questions and concerns; shall perform professional services to achieve the best interests of the client; and shall be dependable, honoring personal and professional promises made.

**Standard 4: Fairness.** A FRC shall conduct his or her professional activities fairly and impartially, using the same standard of care in performing business activities. Further, the FRC shall disclose all potential or perceived conflicts of interest that may arise in connection with providing professional services to clients, prospects, and business associates.

A FRC shall safeguard client, potential client, and business associate information, maintaining complete confidentiality unless such party has specifically released the FRC from such duty, or in the event that such information is required to be divulged in response to proper legal mandate.

**Standard 5: Professionalism.** A FRC shall serve the public, clients, business associates, and employers with the highest degree of professionalism, exercising due diligence and acting in good faith in all matters; exhibiting appropriate demeanor and behavior in all business settings and transactions; maintaining good customer relationships with respectful, timely, and accurate service; following best practices in maintaining the books, records, and documentation of his or her business or practice; and upholding the standards of the FRC certification and of any other licenses or credentials he or she holds.

## The Rules

The Rules are meant to demonstrate specific applications of the underlying Standard. Of course, every conceivable violation of a Standard cannot be captured in a specific rule. Thus violations of Rules and violations of Standards are equally enforceable.

### Rules that Relate to the Standard of Competence

**Rule 101.** A FRC holding professional licenses or credentials will comply with the rules, regulations, and ethical codes that govern the holders of such licenses or credentials.

**Rule 102.** A FRC shall stay current with governmental, regulatory, administrative, and professional standards or requirements that affect, or have the potential to affect, such FRC's skill set and professional competence. These professional development steps include, but are not limited to, completing any Continuing Education (CE) requirements as mandated by the Federation of Federal Employee Benefit Advocates ("FFEBA").

**Rule 103.** A FRC shall limit his or her professional advice or services to those areas in which he or she is competent. Otherwise, as warranted, such FRC shall direct his or her client to obtain, or shall obtain on their behalf, professional advice and/or services from other individuals qualified to provide them.

**Rule 104.** A FRC shall not perform, offer to perform, or imply in advertising or other communication an ability to legitimately perform professional services that are outside the scope of the FRC's professional practice, license, or credential.

**Rule 105.** Any FRC who has been named as a subject of a complaint, an indictment, an administrative order, a court issued injunctive order or an administrative investigation, or appears as an associated person to the subject of any such complaint, indictment, order or investigation, that has been filed by a governmental, regulatory or administrative body, including, but not limited to, by any attorney general or criminal prosecutor, may be administratively suspended or have his/her designation revoked by the FFEBA.

**Rule 106.** A FRC shall not charge fees based solely on the basis of the FRC certification, and shall not assert or claim that the FRC certification qualifies him or her to give advice outside the scope of such FRC's professional occupation and license(s).

### Rules that Relate to the Standard of Honesty

**Rule 201.** A FRC shall accurately and completely convey to clients and potential clients, whether presented orally or on business materials, his or her true profession and active professional licenses or credentials.

**Rule 202.** A FRC shall not solicit clients through false or misleading communications or advertisements, whether written, oral, or electronic. This includes misrepresentation via an incomplete description of a product or service.

**Rule 203.** A FRC shall not provide professional advice, services, or products through dishonesty, fraud, deceit or misrepresentation either directly or by omission. Further, such FRC shall not make false or misleading statements to a client, employer, governmental, administrative or other regulatory body or official, or any other person or entity.

**Rule 204.** A FRC shall not represent the views of the FFEBA or purport to represent such views, unless FFEBA has been expressly authorized to do so. The FRC shall at all times clearly identify his or her personal or professional opinions.

#### Rules that Relate to the Standard of Trustworthiness

**Rule 301.** Prior to establishing a professional relationship, a FRC may, upon request, provide a prospective client with references and recommendations from present or former clients, provided that such references and recommendations do not violate the confidentiality provisions of this Code.

**Rule 302.** A FRC shall secure client approval and authorization, in a form compliant with such FRC's credentialing or licensing guidelines, of all products and services prior to their delivery.

**Rule 303.** A FRC shall exercise reasonable and prudent professional judgment in providing professional services, shall provide such services in a timely manner, and shall not exceed the scope of his or her license, credential, or qualifications.

**Rule 304.** A FRC shall provide prompt, conscientious, and reliable service to clients, potential clients, employers, principals, and other persons, including responses to the FFEBA.

**Rule 305.** A FRC shall confirm that his or her senior clients fully understand the terms and risks of a particular product or service.



**Rule 306.** A FRC shall act in the best interest of the client, and shall make reasonable effort to fulfill every promise he or she has made to the client.

### Rules that Relate to the Standard of Fairness

**Rule 401.** A FRC shall, in providing professional advice and services to a client, disclose to the client information that directly or indirectly affects the client relationship. This information includes, but is not limited to, the following:

Existing or potential conflict(s) of interest, changes in the FRC's business affiliation, mailing and e-mail address, company website, telephone number(s), as well as any changes to professional credentials, qualifications, and licenses.

Any other information required to be disclosed in accordance with, and in a manner compliant with, applicable laws, rules, and regulations.

Any ownership interests and/or fee reimbursement agreements or relationships with living communities, facilities, or service providers to which a client is referred.

**Rule 402.** A FRC shall safeguard his or her client's personal information, whether such information relates to a particular business endeavor or is incidental to the FRC/client relationship. Disclosure of a client's confidential information may be necessary in certain circumstances, including but not limited to: Client well-being, legal mandates, or regulatory requirements; and Defenses of the FRC against claims or charges of professional negligence, omission, or misconduct.

**Rule 403.** A FRC shall apply the same standard of care regarding confidentiality of information to employers as he or she applies to clients.

**Rule 404.** A FRC shall, when acting in the capacity of co-owner, partner, or principal of a company, apply the same standard of care regarding confidentiality of information to his or her co-owners, partners or principals in such company as he or she applies to clients and employers.

**Rule 405.** A FRC shall, in a timely manner, abide by a client's request for status, records, or other pertinent information, providing that such request does not involve release of information that other parties may deem confidential.

**Rule 406.** A FRC shall equally apply the same standard of care in providing professional services to clients, potential clients, or other persons.

**Rule 407.** A FRC who is an employee shall provide professional advice and/or services while at all times complying with the lawful objectives of the FRC's employer as well as with the Standards of this Code.

### Rules that Relate to the Standard of Professionalism

**Rule 501.** A FRC shall follow all credentialing requirements for earning and maintaining the FRC certification as put forth by FFEBA. This includes, but is not limited to, complying with any recertification fees and fulfilling any ongoing continuing education requirements as outlined by FFEBA.

**Rule 502.** A FRC shall use the FRC certification and/or marks in accordance with the rules and regulations for such usage as established by FFEBA.

**Rule 503.** A FRC whose FRC certification has been revoked, suspended or resigned shall not use the FRC certification and/or marks in any media or for any purpose whatsoever either orally or in writing.

**Rule 504.** A FRC shall avoid engaging in business conduct that reflects adversely on his/her integrity or fitness as a FRC.

**Rule 505.** A FRC shall demonstrate, on a personal and professional level, respect for other FRCs and other professionals. Such FRC shall apply fairness and integrity to his or her competitive business practices and refrain from denigrating other professions generally or other professionals specifically, whether they are engaged in like or dissimilar fields of endeavor.

**Rule 506.** A FRC who discovers or is made aware of, and can document or otherwise substantiate, instances of professional misconduct on the part of another FRC, including but not limited to misrepresentation, negligence, fraud, and/or a violation of the Code, shall make written notification to the Compliance Officer of FFEBA.

**Rule 507.** A FRC shall carefully evaluate a client's or potential client's financial or medical circumstances (according to the FRC's field of expertise) prior to providing advice and/or services, and the FRC shall provide only the advice and/or services to such client that are appropriate to each client's particular circumstances.

**Rule 508.** A FRC shall carefully supervise subordinates to ensure that they provide client services of the same quality as is expected of the FRC.

**Rule 509.** A FRC shall, within 30 days of being informed of such proceeding, accurately and completely disclose to the Compliance Officer of FFEBA, disciplinary, legal, or civil proceedings in which he or she is named, directly or by association, and shall promptly update the FFEBA Compliance Officer of changes in the FRC's status as determined by the agency or body performing such review or proceeding.

## **The Disciplinary Procedures**

FFEBA will review and resolve complaints lodged against FRC alleged violations of this Code. FFEBA has original jurisdiction over all such complaints and is solely and exclusively responsible for reviewing, adjudicating complaints and imposing sanctions involving a suspension or revocation of the right to use the FRC certification mark.

The *Federal Retirement Consultant Designee Qualification and Complaint Procedures* articulates the operating policies and procedures of FFEBA and the FRC designation program.

## **Unauthorized Use of FRC Certification, Logo or Watermarks**

Individuals who are not FRCs in good standing are not allowed to present themselves as FRCs. They cannot use the certification, logo, or marks in any media and for any purpose. Those who use the FRC certification without FFEBA's authorization to do so are guilty of wrongful use. FFEBA reserves the right to notify regulators of FRC certification wrongful use on the part of such individuals.



FEDERAL  
RETIREMENT  
CONSULTANT



## FRC TERMS OF CERTIFICATION

1. I understand that I am permitted to use the mark Federal Retirement Consultant (FRC)<sup>®</sup> and related marks as long as I remain a FRC in good standing. If I fail to comply with requirements to maintain the FRC certification, I will immediately cease use of the mark(s) and will not hold myself forth as a FRC.
2. I understand that the Federation of Federal Employee Benefit Advocates, LLC (“FFEBA”) has the authority to suspend or revoke my FRC certification, including any rights I may have to use FRC marks, if it finds that I have failed to comply with the *FRC Code of Ethics and Professional Conduct Standards*.
3. In consideration of the certification granted, neither FFEBA, its directors, officers, employees and others acting on its behalf, shall be liable to me for any actions taken or omitted to be taken in any official capacity or in the scope of employment and I hereby release FFEBA, and each of their members, employees and agents, from any liability for such actions or omissions.
4. I will fulfill any ongoing recertification requirements. I must complete 6 FRC Continuing Education (FRC CE) hours every year to recertify.
5. The FRC Compliance Officer may suspend or revoke my FRC certification for nonpayment of recertification fees.
6. I will comply with all rules and requirements of FFEBA.
7. If certified as a FRC, I will comply with all standards and requirements that FFEBA may issue from time to time, including usage standards for the Federal Retirement Consultant (FRC)<sup>®</sup> certification and all other FRC proprietary mark(s).
8. I acknowledge that FFEBA or its officers are not responsible for any usage standards put in place by outside entities.
9. I will not use the FRC certification in such a manner as to bring fellow Federal Retirement Consultants, or FFEBA into disrepute, and not to make any statement regarding the certification that may be considered misleading or unauthorized.
10. I will accept and vigilantly uphold the standards in the *FRC Code of Ethics and Professional Conduct Standards*.

Designee Name (Print) \_\_\_\_\_

Designee Signature \_\_\_\_\_ Date \_\_\_\_\_

## SERVICE MARK LICENSE AGREEMENT

This Service Mark License Agreement is made by and between the Federation of Federal Employee Benefit Advocates, LLC (“F.F.E.B.A.”), a Florida for profit Limited Liability Licensor, with its principal place of business located at: 905 E. Martin Luther King Jr. Dr., Suite 635, Tarpon Springs, Florida 34689 (“Licensor”), and \_\_\_\_\_, as individual or business, with his/her or its current address located at: \_\_\_\_\_ (“Licensee”).

### WITNESSETH

WHEREAS, Licensor is a nationwide provider of Federal Retirement System (“FRS”) related educational programs, information, and seminars to individuals and businesses involved primarily in the financial, banking, insurance, tax and legal professional marketplaces;

WHEREAS, Licensor has expended significant time, toil, effort and expense in creating and implementing competitive business, educational and marketing platforms;

WHEREAS, Licensor is the “Issuing Organization” and the owner of all rights, title and interests in the Federal Retirement Consultant<sup>SM</sup>/ FRC<sup>SM</sup> Service Mark Professional Designation (“Licensed Service Marks”).

WHEREAS, the Service Mark is associated with F.F.E.B.A.’s programs, educational curriculum, seminars, name and associated logos;

WHEREAS, Licensee is a licensed financial service professional in good standing in all jurisdictions in which Licensee does business;

WHEREAS, Licensee desires to use said marks on certain materials, including websites and print materials and properly use the professional designation represented by the Service Mark.

WHEREAS, the Licensor and Licensee desire to enter into this Agreement according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Licensor and Licensee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Licensed Marks: The licensed Service Marks include the name “Federal Retirement Consultant<sup>SM</sup> and FRC<sup>SM</sup> Service Mark Professional Designation and associated logographic, a copy of which is attached hereto as Exhibit A.
2. Grant: Licensor hereby grants to Licensee a non-exclusive right and license to use the Licensed Service Marks throughout the United States. Licensee shall have no right to sublicense others to use the Licensed Service Marks or to assign any part of Licensee’s rights herein without prior written consent of Licensor.

3. Term: The initial term of this Agreement shall be for a period of one (1) year and the Agreement shall be automatically renewed for additional one (1) year terms unless terminated by either party giving to the other not less than thirty (30) days written notice. In case of “for cause” termination of this Agreement initiated by Licensor as against Licensee in accordance with Paragraph 6 below, termination shall be immediate upon Licensee’s receipt of written termination sent by Licensor. Upon any termination, for cause or without cause, all rights granted to Licensee herein shall cease, and Licensee agrees to discontinue immediately all use of the Serviced Licensed Marks.

4. Royalty and License Fees: Licensee shall pay Licensor an initial one-time royalty fee of One Thousand Dollars (\$1,000.00). In addition, Licensee shall pay Licensor an annual license fee of One Hundred and Fifty Dollars (\$150.00) on or before December 31 each year of this Agreement.

5. Use of Licensed Marks: Licensee agrees that the Licensed Service Marks shall only be used in accordance with:

- a. The Rules for Proper Usage of the FRC<sup>SM</sup> Mark (“Rules”) attached hereto and incorporated by reference as Exhibit A.
- b. The FRC Code of Ethics and Professional Conduct Standards (“Code”) attached hereto and incorporated by reference as Exhibit B.
- c. All state, FINRA, federal or other regulatory and license requirements.
- d. All terms and conditions of this Agreement.

6. Obligations of Licensor: Licensee agrees to:

- a. Refrain from using a mark substantially identical with any of the Licensed Service Marks except as permitted by license herein.
- b. Abstain from registering or seeking to register a trademark, service mark, trade name, or corporate name either in the United States Patent and Trademark Office, with FINRA, or any state or any foreign country any of the Licensed Service Marks or a trademark, trade name, service mark, or corporate name confusingly similar to any of the Licensed Service Marks.
- c. Place the following attribution statement on all electronic and print publications that use the Licensed Service Mark: “This [name/logo/mark] is used with the permission of the Federation of Federal Employee Benefit Advocates, LLC (“F.F.E.B.A.”)”.
- d. Strictly adhere to the Rules for Proper Usage of the FRC<sup>SM</sup> Mark (“Rules”) attached hereto as Exhibit A. Such Rules are specifically incorporated by reference thereto into the terms of this Agreement.
- e. Strictly adhere to the FRC Code of Ethics and Professional Conduct Standards (“Code”) attached hereto as Exhibit B. The Code is specifically incorporated by reference thereto into the terms of this Agreement.
- f. Maintain strict compliance with all state, FINRA, federal or other regulatory and license requirements.
- g. Strictly comply with all obligations required of Licensor as referenced in Paragraphs 5, 7, and 8.

Licensee's violation of any of the above obligations, which shall be determined at the sole discretion of Licensor, shall serve as grounds for "For Cause" Termination of this Agreement and shall further be deemed material breach(s) of this Agreement.

7. Protection of Licensor's Confidential Information.

a. Confidential Information. Licensor now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Licensor Information"). Licensor will be disclosing Licensor Information to Licensee during the term of this Agreement. Licensor Information includes not only information disclosed by Licensor, but also information developed or learned by Licensee during the term of this Agreement. Licensor Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Licensor is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Licensor, whether or not such information is identified by Licensor. By way of example and without limitation, Licensor Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Licensor Information also includes like third-party information which is in Licensee's possession under an obligation of confidential treatment.

b. Protection of Licensor Information. Licensee agrees that at all times during or subsequent to this Agreement, Licensee will keep confidential and not divulge, communicate, or use Licensor Information, except for Licensee's own use during the term of this Agreement. Licensee further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Licensor Information from Licensor's principal office, without prior written approval of Licensee.

c. Exceptions. Licensor's obligations with respect to any portion of the Licensor Information as set forth above shall not apply when Licensee can document that (i) it was in the public domain at the time it was communicated to Licensee by Licensor; (ii) it entered the public domain subsequent to the time it was communicated to Licensee by Licensor; (iii) it was in Licensee's possession free of any obligation of confidence at the time it was communicated to Licensee by Licensor; or (iv) it was rightfully communicated to Licensee free of any obligation of confidence subsequent to the time it was communicated to Licensee by Licensor.

d. Licensor Property. All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Licensee by Licensor. Such Licensor Property shall be returned by Licensee to Licensor promptly at Licensor's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Licensee is granted no rights in or to such Materials or Licensor Property or Information, except as necessary to fulfill



either parties' obligations under this Agreement. Licensee shall not use or disclose the Materials or Licensor Property or Information to any third party.

e. Obligations Continuing. Licensee's confidentially obligations as referenced hereinabove in Paragraph 7 a, b, c, and d, shall survive the termination of this Agreement for a period of five (5) years after Licensee's termination under this Agreement (whether such termination was for or without cause of any kind).

#### 8. Non-Solicitation/Non-Circumvention/Non-Interference.

During the period of this Agreement, and for a period of two (2) years after termination of this Agreement (whether such termination was for or without cause of any kind), Licensee shall not directly or indirectly:

- a. Solicit, induce, hire, or attempt to hire, any current or former employee, independent contractor, agent, business partner, joint venturer or representative of Licensor;
- b. Circumvent or attempt to circumvent, evade, elude, get around, avoid, or by-pass the Licensor to attain any economic advantages flowing from any Materials or Licensor Property or Information as defined in this Agreement;
- c. Solicit business and contracts from sources made available to Licensee by Licensor while under this Agreement; or
- d. Interfere or obstruct Licensor's business relationships with its actual or prospective customers/clients, employees, independent contractors, agents, vendors, suppliers, and business partners.

9. Waiver of Liability. Any negligence, gross negligence or willful misconduct by any Party to this Agreement (including any violation of any federal and state laws, rules or regulations attributable to any Party to this Agreement) shall be the sole responsibility and direct liability of such Party to this Agreement charged with and/or found by a court of competent jurisdiction (or other administrative or regulatory body) to have directly and primarily engaged in such conduct. In no event shall any Party to this Agreement who did not directly and primarily engage in such unlawful conduct be liable for the consequential, special, incidental, or punitive loss, damage, or expense caused to the other Party to this Agreement, or to any third party (including without limitation, penalties, fines, lost profits, and opportunity costs), unless such liability was directly and primarily caused by the non-charged Party's gross negligence or willful misconduct.

10. Indemnification. Subject to the terms and conditions specified in Paragraph 9 above, each Party to this Agreement shall indemnify and hold harmless each other and its/their affiliates, agents, owners, and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings that arise out of, or are attributable to, such Party's performance of, or failure to, perform under this Agreement, including, but not limited to, any and all costs of defense of any action including reasonable attorney's fees and fees of expert witnesses. This provision is included to protect such Party to this Agreement which did not directly and primarily engage in any unlawful

conduct from the actions of such Party to this Agreement which did directly and primarily engage in unlawful conduct.

11. Disputes. The parties to this Agreement further conclusively, knowingly, intentionally and voluntarily agree that any dispute which may arise regarding the meaning, performance or enforcement of this Agreement will, prior to resorting to litigation, be submitted to non-binding mediation which shall be administered within Pinellas County, Florida, according to Florida law. If mediation shall not be completed within forty-five (45) days of the first written request served on either party, or if mediation concludes by impasse, the parties shall then proceed with litigation to resolve their dispute(s). The parties agree that the courts of the State of Florida have jurisdiction over the parties and all disputes between the parties arising out, from or under this Agreement, and further agree to submit all disputes to the courts situated in Pinellas County, Florida which is the agreed upon proper and convenient venue for resolution of all disputes arising out or from this Agreement. The laws of the State of Florida shall govern all disputes without regard to choice of law principles. The parties recognize that a breach of any of the covenants in favor of Licensor contained herein would be deemed irreparable harm for which there is no adequate remedy at law and which would result in damages to the non-breaching party and the non-breaching party could not be adequately compensated for such damages by monetary award. Accordingly, each party agrees that, in the event of any such breach and in addition to all other remedies available to the non-breaching party at law or in equity, the non-breaching party shall be entitled to apply to a court of competent jurisdiction of such relief by way or restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of the Agreement. The provisions set forth in this Section shall survive the termination or expiration of this Agreement. If mediation or court proceedings are required to enforce any provision or to remedy any breach of the Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees and costs.

12. Licensee's Acknowledgment: Licensee agrees that the restrictions contained in this Agreement are fair, reasonably required, and narrowly tailored in scope and impact, for the protection of the legitimate business interests of Licensor, its know-how, clients, customers, employees, business partners, business sources, and/or goods and service providers.

13. Miscellaneous.

a. Survival. All rights of the Licensor under this Agreement shall survive any termination of Licensee's rights under this Agreement for the periods proscribed herein.

b. Waiver. The waiver by either party of any breach or default by the other party in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.

c. Amendments. This Agreement may not be modified except by a written amendment signed by the parties.

d. Notices. Any notice required under this Agreement shall be in writing and delivered personally against receipt, or by registered or certified mail, return receipt requested, postage

prepaid, or sent by Federal Express or other recognized courier service, and addressed to the party to be notified at its address first set forth above or at such other address as it may have given written notice in accordance with this paragraph.

e. Successors and Assigns. The rights, benefits, duties and obligations under this Agreement shall inure to and be binding upon Licensor, its successors and assigns. It is specifically understood that this Agreement may not be transferred or assigned by Licensee, unless agreed to in writing by Licensor. Licensor may assign any of its rights and obligations hereunder to any subsidiary or affiliate of Licensor or to a successor or surviving Licensor resulting from a merger, consolidation, sale of assets or stock, or other corporate reorganization, on condition that the assignee shall assume all of Licensor's obligations hereunder.

f. Severability. To the extent that any law, statute, treaty or regulation by its terms as determined by a court, tribunal or other governmental authority of competent jurisdiction, is in conflict with the terms of this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

g. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof.

***By your signature below you acknowledge that you have read and understand the foregoing Agreement, and that you agree to comply with all of the terms and conditions of this Agreement.***

IN WITNESS WHEREOF, the parties have signed their names as of the date first above written.

LICENSEE

LICENSOR

Federation of Federal Employee Benefit  
Advocates, LLC ("F.F.E.B.A.")

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20

As its: Authorized Representative  
Dated: \_\_\_\_\_, 20