



# PROVIDER AGREEMENT

**YES!** I want to become a Total Administrative Services Corporation (TASC) Provider.

\$50

**SELECT YOUR TYPE OF PARTICIPATION:** (Check only one and remit the one time fee of \$50 per division.)

☐ Master    ☐ Satellite    Master Provider Number & Name \_\_\_\_\_  
(Check Satellite box if you are a representative of a Master Provider with TASC.)

**CHECK EACH TASC DIVISION YOU ARE CONTRACTING IN AT THIS TIME:**

☐ AgriPlan/BizPlan    ☐ FlexSystem    ☐ MAPP    ☐ PHiEd

**CHECK EACH TASC DIVISION YOU ARE ALREADY CONTRACTED IN:**

☐ AgriPlan/BizPlan    ☐ FlexSystem    ☐ MAPP    ☐ PHiEd

**SELECT YOUR METHOD OF PAYMENT:**

☐ Check or Money Order enclosed (check # \_\_\_\_\_)  
☐ Master Card    ☐ Visa    ☐ Discover    ☐ American Express

**30 DAY MONEY  
BACK GUARANTEE**

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

**COMPLETE THE FOLLOWING INFORMATION:**

Contact Person: \_\_\_\_\_ Business Name: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone : \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**AFFILIATED PERSON:**

List no more than two non-producing individuals in your office who you want to receive sales and marketing communications.

\_\_\_\_\_  
Affiliated Person #1

\_\_\_\_\_  
Affiliated Person #2

**PAYEE INFORMATION:** ☐ CHECK HERE IF SAME AS ABOVE

Payee Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGN HERE:**

I have read, understand and agree to the terms and conditions stated on Page 2 of this document as attested by the signature below, effective on the date of the signature.

Provider: (sign here) \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Only:**

**RSD:** BRU

**WH:** MDGW

**THIS AGREEMENT** made on the date of signature on page one of this agreement between Total Administrative Services Corporation's Divisions as elected on page one of this agreement, whose business office is located at 2302 International Lane, Madison, Wisconsin, 53704, hereinafter referred to as "TASC", and the signee from page one hereinafter referred to as "Provider."

#### **SECTION ONE - DUTIES**

- A. Provider agrees to communicate TASC's services to potential clients and enroll qualifying clients into TASC's services in a manner consistent with the rules and regulations of TASC, and the communication material provided. Provider shall not circulate any written or printed material bearing the tradenames or trademarks of TASC, other than those materials that have been provided or approved in advance by TASC.
- B. Provider is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash or make refunds or rebates, or to name additional rates on behalf of TASC.

#### **SECTION TWO - TERRITORY**

This agreement does not assign a sales territory to Provider. However, TASC reserves the right to preclude a Provider from a particular territory at any time, with sixty (60) days written notice to the Provider.

#### **SECTION THREE - COVENANT NOT TO COMPETE/CONFIDENTIALITY**

- A. Provider understands and agrees that TASC's business is competitive. During this agreement and for a period of one year following the termination of this Agreement, Provider will not enter into any agreement or engage in any course of business conduct, the purpose or effect of which is either directly or indirectly to replace business placed by Provider, or otherwise compete with TASC in any state in which TASC is then doing business. The term "compete" shall include without limitation the following: a) directly or indirectly owning, being employed by, consulting with or working on behalf of a business entity or person engaged in a business substantially similar to or competitive with TASC; b) directly or indirectly soliciting any past or current client or account, or any endorsing person, association or entity, for the benefit of any business entity or person engaged in a business substantially similar to or competitive with TASC; c) directly or indirectly using, employing, or recommending the use by any business entity or person engaged in a business substantially similar to or competitive with TASC of any business plan or practice used or employed by TASC; and d) directly or indirectly soliciting any employee of TASC or any other Provider to become employed by, consult with or obtain an ownership interest in any business entity or person engaged in a business substantially similar to or competitive with TASC.
- B. Provider understands and agrees that Provider may acquire confidential and proprietary information ("Business Information") regarding TASC and its business. Provider shall not disclose, during this agreement and for a period of three years after the termination of the Agreement, for any reason, any or all of the Business Information, including without limitation TASC's business plan(s), past or present client lists, client contact lists, investment information, financial data, cost information, marketing plans, copyrights, and/or trade secrets. Provider shall not at anytime during or after the term of this Agreement use any part of the Business Information for any purpose other than Provider's performance under this Agreement. Provider shall at all times safeguard the Business Information against disclosure to or unauthorized use by third persons or entities. Upon termination of this Agreement, Provider shall return to TASC all of the Business Information and any other property belonging to TASC. The undersigned further acknowledges that the continued use of any TASC document or material after the termination of this Agreement is a violation of U.S. trademark and copyright laws and that the undersigned could be held liable for actual and punitive damages.
- C. It is agreed that any breach of the provisions of Section Three of this Agreement by Provider will subject TASC to irreparable damages and that TASC shall be entitled, in addition to any other legal remedies available to it, to an injunction restraining Provider from any violation of this Agreement.

#### **SECTION FOUR - PRODUCTION REQUIREMENTS**

There are no annual production requirements, however TASC reserves the right to set annual production requirements with sixty (60) days written notice prior to annual production period to Provider. All Providers are required to have at least \$500 of active, renewable business with TASC after the first two years of being contracted. If a Provider fails to meet this requirement, he or she will be subject to a \$100 annual renewal fee.

#### **SECTION FIVE-TERMINATION**

This agreement may be terminated:

- A. Immediately upon the event of a default or violation of the terms of this contract.
- B. Immediately if based upon good cause (for example, but not limited to, fraud, insolvency, abandonment).
- C. Upon 30 days written notice by either party.
- D. Failure to meet production requirements in Section Four.

#### **SECTION SIX - COMPENSATION**

A commission, based on commissionable dollars, pursuant to the set fee schedule specific to each division, shall be paid for each TASC service sold by Provider, and shall be remitted semi-monthly. Such compensation may be amended from time to time, and such amendment shall be effective not sooner than 30 days from enactment. All payments of commission will cease upon death of the Provider. Provider is responsible for all expenses incurred by him/her in performing the duties described herein. Unearned commissions are subject to a charge back.

#### **SECTION SEVEN - COLLECTION OF PAYMENTS**

Provider shall collect payment for any TASC products and services sold by Provider and shall immediately transmit said payments to TASC or as otherwise directed by TASC, in writing. Such payments shall be forwarded to TASC in the form received by Provider. All payments collected by Provider are the property of TASC and, while in the possession of provider, shall be held by Provider in trust, separate and apart from Provider's other funds, and Provider shall have no ownership or other interest in the payments.

#### **SECTION EIGHT**

Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended, or modified except in writing signed by a duly authorized Representative/Officer of TASC, and shall be construed according to the laws of the State of Wisconsin.