



# **GROUP CONTRACT**

## **MANAGEMENT OF AGENT'S BOOK OF BUSINESS, ENGAGEMENT AS INDEPENDENT CONTRACTOR, CONFIDENTIALITY, NON-SOLICITATION AND NONCOMPETITION AGREEMENT**

Agent's Book of Business, Confidentiality, Non-Solicitation and Noncompetition Agreement is made and entered into on this \_\_\_ day of \_\_\_\_\_, 201\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Agent") a resident of \_\_\_\_\_, \_\_\_\_\_; and MESSER Financial Group, Inc., a North Carolina corporation having its principal business place of business in Charlotte, North Carolina (hereinafter referred to as the "Company").

For and in consideration of Agent's "at – will" engagement with the Company as an independent contractor (the Agent, at contracting, having been expressly informed of the terms and conditions herein and agreeing to such and signing this Agreement as of the first day of his engagement as a precondition of that contracting), the receipt and legal sufficiency of which is accepted and acknowledged by the Agent, the parties hereto do agree as follows:

1. **Engagement as Independent Contractor.** The Company herewith engages Agent as an Independent Contractor to serve as a Benefits Specialist with the Company. Agent agrees to serve as such under the terms and conditions herein set forth. Agent shall receive a Form 1099 each year and shall be responsible for his tax obligations to all Federal and State tax authorities.

2. **Transfer and Sale of Agent's Current Book of Business.** Effective as of the execution of this Agreement, Agent shall, and he herewith does, transfer, assign and convey to the Company any part of his Book of Business, being those businesses that he has heretofore been servicing as a sole proprietor which are set forth hereto as Exhibit "A".

3. **Compensation to Agent for Book of Business Clients.** For as long as this business and contract is in force, Agent shall receive as compensation for his Book of Business an amount equal to \_\_\_% of the gross commissions received by the Company for business generated by his Book of Business clients in force. Upon his termination from the Company, the Agent shall receive \_\_\_% of the gross commissions received by the Company for business generated by his Book of Business and Individual clients in force.

4. **Compensation to Agent for New Business.** Agent shall receive as compensation for any new business that he generates on behalf of the Company an amount equal to \_\_\_% of the gross commissions received by the Company for such new business. Upon his retirement thereafter, the Agent shall receive \_\_\_% of the gross commissions received by the Company for such new business generated.

5. **Obligations of Agent.** Agent shall be responsible, at his own cost and expense, for the following:

- A. His own means of transportation;
- B. Any and all expenses involved in the conduct of his sales efforts;

6. **Confidentiality; Agreement Not to Disclose.** The Agent acknowledges that the Company will be engaged in the business of individual and commercial insurance sales, and that the Agent will participate personally in the Company's business at one of the Company's most crucial sales or operational levels. The Agent further acknowledges that his association with the Company will provide him with access to certain confidential information of the Company and its clients, including, but not limited to, lists of suppliers, customers, clients, accounts and prices, information with respect to costs, marketing and sales, and other knowledge relating to the business methods, processes and strategies of the Company, all of which are valuable, special, and unique assets of the Company which enable it to obtain advantages over competitors in the marketplace and which is maintained by the Company as confidential and proprietary information and further regarded by the Company as, and expressly acknowledged herein by the Agent as, trade secret and proprietary information of the Company. The Agent agrees that he will not disclose and will not permit the disclosure of any such confidential information to any person, firm, corporation, association or other entity for any purpose or any reason whatsoever during his employment with the Company or at any time thereafter, irrespective of the termination of any employment relationship between the Agent and the Company.

7. **Non-Solicitation of Agents or Clients.** Agent shall not, while contracted by the Company and for two (2) years following termination of this agreement with the Company for any reason, directly or indirectly:

- A. Solicit the business of, or transact business with, any client or prospective client of the Company (except during the term of his employment and for the benefit of the Company) that he worked or had routine contact with on behalf of the Company during his employment; provided, however, that after the Agent's employment with the Company terminates, the foregoing shall not limit activity that is not in competition with the business of the Company; or
- B. Take any other action which is detrimental to the relationship of the Company with its employees, sales associates, agents, clients, or suppliers, or any shareholder of the Company or related parties.

7. **Noncom petition - Agreement not to Compete.** The Agent agrees that, during the period of this agreement with the Company and for two (2) years thereafter, the Agent will not, directly or indirectly, either as principal, agent, employee, manager, partner, shareholder, director, officer, consultant or otherwise:

- A. In any way solicit or attempt to solicit the business or patronage of any person, firm, corporation, partnership, association or other entity whose business the company has enjoyed during the Agent's tenure with the company ("customers") or otherwise induce such customers of the company to reduce, terminate, restrict or otherwise alter their business relationships with the company in any fashion;
- B. In any way solicit or attempt to solicit the business or patronage of any customers or clients of the Company whose business the Agent solicited or attempted to solicit on behalf of the company during the Agent's tenure with the company;

8. **Acknowledgment by Agent.** The Agent acknowledges that the terms of this Agreement were discussed with him prior to his signing below and that he agreed to these terms as a condition of contracting with the Company, despite the fact that this Agreement may have been executed after the date of Agent's engagement. Agent also acknowledges that his engagement with the Company is "at will".

9. **Injunction.** Agent acknowledges that the Company will suffer irreparable harm if Agent were to violate any of the foregoing undertakings and therefore agrees that, in addition to any other remedies which the Company may have at law or in equity, the Company shall be entitled to obtain from a Court of competent jurisdiction an injunction restraining the violation of any such undertaking(s), that Agent will not object thereto, and that Agent, in such action may be held liable for the reasonable attorneys fees of the Company in prosecution such action.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties thereto with respect to the matters herein contained, and no change, qualification or cancellation hereof shall be effective unless set forth in writing and agreed by both parties and signed by the parties hereto.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the day and year first set forth above.

MESSER FINANCIAL GROUP, INC.

By: \_\_\_\_\_  
William L. Rice, President and CEO

AGENT: \_\_\_\_\_

## Authorization Agreement for Automatic Deposit

I (We) herby authorize Messer Financial to initiate Automated Clearing House credits and, if necessary, make debits for any entries made to my account in error.

### AGENT INFORMATION

Agent or Agency Name: \_\_\_\_\_

Social Security number/Tax ID number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please indicate transaction type:

Set-up  Change  Cancel \_\_\_\_\_

Please indicate type of account:

Checking  Savings \_\_\_\_\_

### FINANCIAL INFORMATION

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

Bank City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bank phone number: \_\_\_\_\_

Bank account number: \_\_\_\_\_

Bank routing number: \_\_\_\_\_

*(Please provide the nine-digit routing number on your check, not the deposit slip)*

This authorization will remain in force until written notification of termination or change is received by Messer Financial in such time and in such manner as to afford Messer Financial opportunity to act on it.

NOTE: Direct deposit set-up requires that the bank account and routing number must be verified for accuracy before any funds are transferred. For this reason, you may receive one or two commission checks that need to be cashed.

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

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

Complete and fax this form to Messer Financial at 800-319-5332

PLEASE INCLUDE A COPY OF A VOIDED CHECK