



This Agreement is made this _____ day of _____, 20__ by and between Reliance Brokers, LLC. (“RB”), a New Mexico LLC, and _____ “Marketing Agent” or “MA”).

1. INTRODUCTION: This document evidences the complete Agreement between RB and MA, whereby RB is a Payroll & Employee Leasing brokerage company in business to facilitate relationships between individual customer clients with various PEO, ASO, Employee Leasing, Payroll, and Staffing programs, (“Partner Programs”) and whereby MA shall market for and refer various individual customer clients to RB. In exchange for this referral, RB shall pay to MA commissions it receives from its Partner Programs for those clients referred by MA. For the purpose of this Agreement, a referral shall be considered a client company who has expressed interest in PEO, Payroll, Staffing and/or employee leasing services, and engaged the Partner Program through RB.

2. COMMISSIONS: RB agrees to pay commissions to MA for clients referred and placed through RB. Commissions will be paid to MA for as long as the client remains active with the Partner Program and RB is receiving commission for the client from the Partner Program. Commissions will be negotiated on a case by case basis and will be paid as either a percentage of administration fees, workers compensation premium, or as a percentage of gross wages depending on how the Partner Program pays commissions to RB. Commissions will be paid out by RB on the 15th of each month for associated commissions received during the prior month. RB will be under no obligation to pay commissions to MA if RB is not paid from the Partner Program or market in which referred client was placed. RB will pursue action to claim any unpaid commissions from Partner Programs and commissions will be remitted to MA upon receipt or resolution. RB reserves the right to adjust MA commission rate in the event that there has been a change in commission from Partner Program or market in which referred client was placed. RB will make every effort to give MA 30 days notice of any commission changes if and only if RB is made aware of changes in that time frame.

3. CONFIDENTIALITY/ PIRACY: By entering this agreement, it is understood that a substantial amount of confidential information will be exchanged between parties including but not limited to marketing materials, Partner Programs, pricing, proposals, and any other proprietary information attained in the course of conducting business with RB. MA agrees that any such information attained is the property of RB and will not be disclosed to any third-party or used for any other purpose other than marketing and soliciting business for and through RB. MA agrees not to circumvent RB to directly or indirectly place business with any Partner Programs which MA became familiar with or placed clients with through RB during the term of this agreement. MA agrees not to move any clients placed through RB without 60 days written notice of intent to market or move and giving RB the first right of refusal and / or opportunity to market the client to other Partner Programs. This clause shall remain in effect for a period of one year after the termination of this agreement.

4. INDEPENDENT CONTRACTOR STATUS: All parties agree that MA is an independent contractor in the performances of the services arising from this Agreement. MA will have the right to control and determine the methods and means or performing the services provided for in this Agreement and shall in no way be considered an employee of RB. MA shall supply a W9 to RB prior to the payment of any commissions. MA is not and shall not be deemed to be an RB employee, agent, partner or joint venture with RB. MA is not entitled to any benefits or reimbursement for expenses MA may incur during the scope of their activities. MA is responsible for paying their own payroll taxes, unemployment, maintaining any licenses and insurance coverage required within their individual company and governing laws of their domiciled state.

Initials: MA _____ RB _____



5. TERM AND TERMINATION: The term of this agreement shall commence on the date signed by both MA and RB. This Agreement shall remain in full force and effect from the date of the signatures. Termination of this Agreement by either party without cause will require a 30-day written notice sent certified mail and shall be effective 30 days from the post marked date. Termination of this Agreement without cause will not suspend any obligations of RB to pay ongoing shares of commissions received on MA's clients, and RB shall continue to pay such commissions. RB has the right to terminate this agreement immediately for cause with no obligation to continue paying commissions in the event MA has intentionally misrepresented information, failed to meet any obligations of this agreement, committed fraud, or any other illegal act which could create any potential liability for RB. Written termination of this agreement shall be sent in writing via certified mail to addresses provided below.

6. CHOICE OF LAW & FORUM: This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. All parties agree to submit to the personal jurisdiction in Hamilton County Tennessee. In the event that any dispute arises as a result of this Agreement, all parties do hereby agree said dispute will be submitted for binding arbitration to a mutually agreed AAA arbitrator or three-personal panel of arbitrators, with said arbitration to be conducted in accordance with the Tennessee Arbitration Act, utilizing the Tennessee Rules of Civil Procedure. Any arbitration arising from this Agreement will take place in Hamilton County, Tennessee.

7. INDEMNIFICATION: MA agrees to indemnify, defend and hold harmless RB and its officers, directors, agents and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including attorney's fees, arising out of or caused by MA's errors and omissions, negligence, willful misconduct, or any other act creating a liability or litigious situation within the scope of conducting business in conjunction with this agreement.

8. SEVERABILITY & WAIVER: If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in force without being impaired or invalidated in any way.

MA Company Name _____

MA Address _____

MA Signature _____

Date _____

MA Print Name _____

MA Title _____

Reliance Brokers, LLC
2489 Waterhaven Drive
Chattanooga, TN 37406

RB Signature _____

Date _____

RB Print Name _____

RB Title _____

Initials: MA _____ RB _____



Marketing Agent Contact Information

MA Legal Name: _____

MA Primary Contact: _____

MA Mailing Address: _____

City: _____ State: _____

Phone: _____ Email: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.