



INDUSTRY RISK CONSULTANTS

STRATEGIC CONSULTANT AGREEMENT

THIS STRATEGIC CONSULTANT AGREEMENT (“Agreement”), entered into this day of ____, 20__, by and between INDUSTRY RISK CONSULTANTS, LLC, dba IRC an Idaho Limited Liability Company (hereinafter “IRC”) and _____ a company incorporated in the State of _____ (hereinafter “Strategic CONSULTANT” and/or “CONSULTANT”), sets forth the terms and conditions under which the CONSULTANT will assist IRC in establishing client relationships.

RECITALS

- IRC has a Wholesale Field Market Rep business relationship (“WFMP”) with STRATEGIC RISK ALTERNATIVES, LLC, dba SRA 831(b) Admin, an Idaho Limited Liability Company (hereinafter “SRA”) which is in the business of delivering business owners custom risk management solutions through the establishment of and management of 831(b) Plans that respond to specified risks to include enterprise risk management, custom warranty, medical reinsurance, storage assurance, dental protection, tenant assurance, etc. that are not traditionally written on the open insurance market (“Services”).
- CONSULTANT wishes to engage with IRC through its wholesale relationship with SRA.

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which the Parties acknowledge are true and correct, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Solicitation Services.** CONSULTANT agrees to use best efforts to familiarize herself/himself/itself with the Services and shall solicit and refer clients to SRA via IRC’S wholesale business relationship, that in CONSULTANT’S best judgment are suitable and appropriate for the Services provided by SRA.

2. **Formation Services.** SRA is under no obligation to accept a Solicited Client and will exercise its own discretion as to whether it will agree to take a Solicited Client as a client. However, in the event SRA accepts a Solicited Client and concludes in its discretion that the Solicited Client is suitable for the Services, CONSULTANT, as a condition precedent to receiving any compensation as expressed herein, is responsible for collecting the following documents from a Solicited Client, along with any other information reasonably requested by SRA.

- New 831(b) Plan Application
- Operating Company Fact Finder
- IRS forms SS-4 & 8821
- Modoc Tribe MTE LPOA
- Reinsurance Agreement
- Investment Agreement
- ACH Authorization Forms
- Renewal Applications
- Certification that no written or oral representations have been made
- Disclosure of fee charged by the CONSULTANT to the Solicited Client.



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- CONSULTANT shall be responsible for additional items per SRA's Master Agreement.
3. **Management Services.** Under certain circumstances, CONSULTANT will manage the reserves of the Solicited Client's insurance company. Under such circumstances, CONSULTANT agrees to the following:
 - CONSULTANT shall provide any new or supplemental information concerning the documents identified in Section 2 herein.
 - CONSULTANT shall become and stay familiar with the terms of the specific Solicited Client's Investment Agreement and adhere to the investment guidelines outlined therein.
 - CONSULTANT shall be responsible for providing IRC with the Solicited Client's investment account statements and tax reporting documents upon request.
 - CONSULTANT shall be responsible for obtaining access to appropriate bank accounts to debit and credit the account(s) in order to charge annual maintenance fees from Solicited Client and process claims in a timely manner.
 4. **Independent Contractor.** This Agreement shall not be construed to create any CONSULTANTship, joint venture, association, employment, or other such relationship between IRC and CONSULTANT, whose only relationship under this Agreement shall be that of an independent contractor.
 5. **Compliance with Applicable Laws.** CONSULTANT shall and shall instruct its representatives and subcontractors (if any), to provide Services in accordance with all federal, state, and/or local laws, the regulations promulgated thereunder, and any memorandum, case law, or other authority pertaining thereto, which then apply to the respective Services (collectively, "Applicable Laws").
 6. **Strategic CONSULTANT Compensation.** CONSULTANT shall be compensated consistent with the Compensation Agreement, attached hereto as Appendix A. CONSULTANT acknowledges that IRC shall be entitled to change the compensation terms, at its discretion, upon thirty (30) days' notice to CONSULTANT.
 7. **Indemnity.** CONSULTANT shall indemnify, defend, and hold harmless IRC, its permitted successors and assigns, and each of its officers, directors, employees, and agents (each, an "Indemnified Party") from and against any and all claims, actions, liabilities, demands, and/or suits brought or threatened by any third person or entity, and against all losses, damages, fines, penalties, awards, costs, and expenses, including, without limitation, attorneys' fees (each a "Claim" and in the plural, "Claims"), resulting from, or arising out of, directly or indirectly, any default, failure, or breach of any covenants, representations, or warranties of this Agreement (any of the foregoing, a "Breach") by CONSULTANT, or any negligence or other tortious act or omission (any of the foregoing, "Negligence") on the part of CONSULTANT, its employees, and/or agents with respect to performance of her/his/its obligations under this Agreement. P A R T N E R shall: (i) promptly notify IRC when there is any knowledge regarding an occurrence that may result in any Claims resulting from, or arising out of, this Agreement or the provision of any services under this Agreement. In the event IRC becomes subject to a Claim subject to this provision, it shall have the right to select its own counsel and direct its own defense, the cost of which shall be borne by CONSULTANT. This Section will survive the expiration or any earlier termination of this Agreement.
 8. **Confidentiality.** The Parties shall forever treat all non-public information obtained as part of this engagement (including, without limitation, this Agreement) as confidential and shall not, without written authorization from IRC, use, release, disclose, or share such information with any third party, except as may be required by Applicable Laws or valid court order. This Section will survive the expiration or earlier termination of this Agreement. CONSULTANT further agrees and acknowledges that the identity and requirements of Solicited Clients is confidential and satisfies the definition of the Idaho Trade Secrets Act. Upon the termination of this Agreement, IRC may continue to act as an insurance manager to any Solicited Client. In addition, to the extent IRC terminates this



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Agreement, it shall have the right to elect to administer and manage any Solicited Client brought to IRC by CONSULTANT.

9. **No Consequential Damages.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ANY INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, OR LOST PROFITS OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. FURTHER IRC'S AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, OR EXPENSE RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID BY IRC TO CONSULTANT UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY GIVING RISE TO THE RESPECTIVE LOSS, DAMAGE, OR EXPENSE.

APPENDIX A

CONSULTANT COMPENSATION AGREEMENT Compensation: For annual contributions made by Solicited Client(s)

SRA agrees to pay the following compensation schedules to CONSULTANT:

- For a new Solicited Client, CONSULTANT will receive thirty percent (20%) of the Retained Liability Premium and/or CLIP fees throughout the Solicited Client's initial formation year.
- For a renewal Solicited Client that originated as a new CONSULTANT Solicited Client, CONSULTANT will receive twenty percent (10%) of the Retained Liability Premium and/or CLIP fees. This compensation will continue for the duration of the client's account and to the extent CONSULTANT has fulfilled its duties under this agreement. This entitlement will cease upon the termination of this Agreement.
- For a new Solicited Client originating as a referral from any source that CONSULTANT became aware of as a result of his relationship with IRC or another CONSULTANT that results in IRC accepting a Solicited Client, CONSULTANT shall be entitled to ten percent (5%) of the Retained Liability Premium and/or CLIP fees throughout the referral Solicited Client's initial formation year.
- For a renewal Solicited Client, that originated as a referral Solicited Client, CONSULTANT will receive ten percent (5%) of the Retained Liability Premium and/or CLIP fees for the second- and third-year renewal periods.

Reference Exhibit A for a schedule of the Retained Liability Premium and Specialty Product CLIP fee schedule.

The CONSULTANT's compensation shall be payable within 30 days after fees have been received by IRC and all terms of the Agreement have been satisfied. In the event a Solicited Client terminates its contractual relationship with IRC, CONSULTANT agrees to return to IRC any compensation paid to CONSULTANT, pro-rated to the date of termination.



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IRC will not be obligated to pay any compensation to CONSULTANT with respect to any Solicited Client for which IRC has not received its fee.

IRC will not pay any compensation to CONSULTANT in the event any such payment would constitute a violation of state or federal law.

Any discount offered by the CONSULTANT will be taken from CONSULTANT's compensation. IRC will not pay compensation to CONSULTANT if CONSULTANT has failed in its responsibilities under this Agreement.

This Agreement will be effective as of the date stated on page one of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed by a duly authorized representative or officer on the date shown on page one of the Agreement.

STRATEGIC CONSULTANT

Company Name:

By: _____

Name & Title: _____

Date: _____

Wholesale Field Market Rep. ("WFMP")

INDUSTRY RISK CONSULTANTS, LLC,

By: _____

Name & Title: _____

Date: _____



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APPENDIX B BRANDING GUIDELINES

When representing SRA, CONSULTANT Shall:

- a) represent yourself as a contracted Strategic CONSULTANT of SRA;
- b) use SRA-approved marketing material, including IRC-created or approved co-branded materials;
- c) link to the SRA website, videos, and marketing materials on your website if desired;
- d) use the co-sponsor event-form to notify SRA of events you will be attending and representing the IRCs program for potential co-sponsorship opportunities; and
- e) use the co branding request form to create co-branded marketing materials through SRA.

Shall not:

- a) claim to speak on SRA's behalf;
- b) use the SRA logo, trademarks, IP, and customers details without SRA's prior permission;
- c) represent any SRA marketing materials as your company; and/or
- d) Register or use the SRA name for any events, symposiums, webinars, or events attended without approval from SRA. (Use the cosponsor request form to seek approval and/or co-sponsorship opportunities.)

Anything not covered above should be approved by the SRA Marketing Manager, Bre Cohen at bre@831b.com or 208-424-2249.



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831(b) ADMIN

AUTHORIZATION AGREEMENT AUTOMATIC PAYMENT (ACH DEBITS)

Strategic CONSULTANT (CONSULTANT) hereby authorizes Strategic Risk Alternatives, LLC, hereinafter called Company, to initiate debit/credit entries into and out of my (our) account indicated below and the financial institution named below, hereinafter called Financial Institution, to credit/debit the same to such account. This authorization includes any adjustments for entries made in error. I (we) acknowledge that the origination of ACH transactions to/from my (our) account must comply with the provisions of U.S. law.

(Financial Institution Name)

(Address)

(Routing Number)

(City/State)

(Branch)

(Zip) (Account Number)

Type of account: _____ Checking _____ Savings _____ Investment

The Company agrees to notify the CONSULTANT before each debit transaction is initiated to the Plan’s account and to provide a report of each credit transaction initiated to the Plan’s account within seven business days.

You may revoke this authorization by providing written notice to the Company. The revocation shall take effect within thirty days of the Company's receipt, allowing the Company sufficient time to act.

This authorization will remain in full force and effect until the Company receives written notification from the Plan of its termination.

Name: _____ **Signature:** _____

Title: _____ **Date:** _____