

**BROKER COMMISSION AGREEMENT  
FOR  
INFINITY TRUST GROUP VISION INSURANCE PROGRAM**

As a producer for Insurance Strategy Inc./Infinity Trust (“The Company”), you have one or more contracts with The Company to solicit Infinity Trust Vision Service Plan group insurance on behalf of The Company. As a financial institution, The Company is subject to the privacy protection requirements of the Gramm-Leach-Bliley Act (“GLB Act”) under Title V-Privacy, Subtitle A- Disclosure of Nonpublic Personal Information (“NPI”) and related federal regulations as well as state laws and regulations. Consistent with the requirements of the GLB Act, we wish to ensure that all third parties who have access to, or to whom we disclose, Infinity Trust Customer Information agree to respect the confidentiality of said information. Customer Information is made available to you with limitations on its use and disclosure.

1. **Definitions** – as used in this Amendment:

- “We” and “the Company” refer to Insurance Strategy Inc./Infinity Trust and “you” refers to the undersigned agent or agency
- “Non-public personal information” (“NPI”) has the same meaning as set out in Section 509(4) of the Gramm-Leach-Bliley Act (“GLB Act”). The term includes the name, address and phone number of a customer of the Company as well as other personal and financial information including health information about the customer.
- “Customer” means an individual who is an individually insured or member of an insured group, or that individual’s legal representative, who as a certificate holder under a master group contract obtains or has obtained financial products or services from the Company, through a sponsoring entity, which are to be used primarily for person, family or household purposes and with whom the Company has a continuing relationship. “Customer” may include a person who seeks to obtain insurance/financial products or services from the Company, through a sponsoring entity, but does not yet have a continuing relationship with the Company.

2. **Use and nondisclosure of Personal Information.** From time to time, and in order to provide services and advice to the group sponsor or individual certificate holder, the Company may provide you with NPI about our customers (“customer information”) in paper or electronic format. You may also obtain such customer information from a person or entity to whom or which we previously disclosed it. In return for continued receipt of customer information:

- You agree that you will further disclose or use such customer information only if, and only to the extent that, disclosure or use is necessary to

perform your duties under your agent or agency contract, to undertake marketing efforts with the Company or on the Company's behalf or otherwise as we may specifically direct or permit in writing; and,

- In no event will you disclose such customer information to any other person or entity unless: (a) such person or entity is required by written contract with the Company to keep such customer information confidential and to use such information to perform services for or to market on behalf of the Company; or, (b) we advise you in writing that such disclosure is otherwise permitted by law.

3. **Exceptions.** Your obligations set out in Paragraph 2 do not apply to customer information which we furnish you if: (a) you are required to disclose it pursuant to law; or (b) the same information is subsequently developed by you or your employees, agents or contractors, without reference to or use of the customer information we furnished.
4. **Safeguarding Customer Information.** You agree to carefully safeguard all customer information that you may receive from us.
5. **Continuing Obligation.** Upon termination of your agent or agency contract (for any reason including death, retirement or sale of your business), you will not use or further disclose such customer information, and you will promptly return to us the originals of customer information that we furnished you and all copies you made. Your obligation to safeguard customer information we provided to you will continue after termination of your contract.
6. **Equitable Relief.** You and we agree that money damages alone would not be a sufficient remedy for breach of this Agreement. You agree that, in additional remedy which may be available to us, we shall be entitled to injunctive or other equitable relief without the necessity of posting bond or other security.
7. **Miscellaneous.** (a) Except as specifically provided herein, this Amendment does not alter or modify any contract between you and the Company. (b) In case of conflict between the terms of such contract and this Amendment, the terms of this Amendment shall prevail. (c) The Company's interpretations of Title V of the Gramm-Leach-Bliley Act and regulations promulgated thereunder will govern the terms of this Amendment.

This AGREEMENT is between Insurance Strategy Inc./Infinity Trust and \_\_\_\_\_, an independent insurance agent/broker (BROKER). The AGREEMENT covers the commission to be paid to BROKER by ISI for business submitted to and approved by the Infinity Trust Group Vision Insurance Program, as well as the conditions described above relating to the Privacy under the Gramm-Leach-Bliley Act.

**ISI will pay BROKER a flat 10 percent commission per unit per month for each plan and dependent level approved. BROKER will submit the business to ISI who will present it to the Vision Services for official approval. Commission is paid once \$50.00 is accumulated based on revenue received by Insurance Strategy Inc. from Infinity Trust. The commission may be adjusted as the carrier adjusts the rate paid to Infinity Trust.**

**By signing below you (BROKER) and Insurance Strategy Inc./Infinity Trust (The Company) indicate agreement to this Agreement.**

**Witness by:** \_\_\_\_\_

**Agent / Broker Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_

**Trustor: Lisa R. Yanak**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_