

## 2018 Renewal Program<sup>1</sup>

### Williams Insurance Agency, Inc. Client Enrollment Agreement – HR Support Program

Date:

Services Performed For:

Contact Information:

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Email Address

## Scope of Services – HR Support Program

Consultant(s) shall provide the following services:

- Unlimited telephone and email consultation on human resource related issues\*
- Talent Acquisition Assessment
- Benefits Program Review and Analysis
- Payroll Health Check
- Health and Wellness Assessment
- Employee Cyber Security Readiness Check
- A monthly Human Resource newsletter
- Employment Law Regulatory Update notices
- HR Recordkeeping Guidance

\*Limited to designated client liaison and business owner(s).

## Confidential Obligations

Client and Consultant shall each (i) hold the Confidential Information (as defined below) of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement. Each party shall disclose the Confidential Information of the other only to those of its

employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section.

The term “Confidential Information” shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the “disclosing party”) to the other (the “receiving party”) in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

The obligations of either party under this Section will not apply to information that the receiving party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, (iv) is independently developed by the receiving party without regard to the Confidential Information of the other party, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party’s expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

## HR Support Program – SPECIAL RENEWAL PROGRAM FEE

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**HR Support Program.** The annual cost of this program is \$500.00. The program will automatically renew annually at the same cost while Client maintains a business relationship with Williams Insurance Agency, Inc.

**Additional Fees –** If during our business relationship Client requests specific project work to be performed by Consultant that is outside the scope of work described in this enrollment, a separate statement of work and cost will be provided for review and acceptance by client.

## Invoice Procedures

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HR Support Program Fee is billed immediately, and is due upon receipt. The first invoice will be paid manually by the client by visiting the invoice sent from Bill.com and entering payment details. No credit card information will be held in our filing system, to maintain PCI compliance. All invoices for additional fees when applicable will be sent through Bill.com. If your charge is declined, we reserve the right to charge a \$50 NSF fee, which will be added to your account balance. If your invoice is not brought current within 7 days, we reserve the right to stop all work until your account is brought current.

The client acknowledges and agrees that we are not required to continue work in the event of failure to pay on a timely basis for services rendered as required by this enrollment agreement. If a delinquent account must be handled through a collections agency or attorney, the client agrees to pay all collection costs.

☐ **I certify that our company is a renewal client of Williams Insurance Agency, Inc.**

By: \_\_\_\_\_

Name:

Title: