

NABIP Tulsa

Tulsa Technology Center
3638 S Memorial Dr, Tulsa, OK
Or via Teams virtual link

Board Meeting Minutes

March 6, 2025

X	Jennifer Helms – President		Jennifer Brittain – Director		Kristan Carlton – Awards
X	Greg Holley – Past President	X	Mike Stephens - Trustee		Lisa Irby – Scholarship
X	Tim Brooks – Pres Elect	X	James Ashford - Legislative	X	Andrea Blevins – Leg Co-Chair
	Kristan Carlton – Vice President	X	Cindy Ramirez – Membership/Retention		– Public Service
	Jennifer Brittain- Secretary	X	Eve Adams – Media/Communications	X	Allie Lile – Social Media
X	Tim Brooks- Treasurer	X	Tim Brooks – HUPAC	X	Marche Ashford – Newsletter
	Brooke Riley – Director	X	Mike Stephens – Professional Development		
X	David Harder - Director	X	Ryeann Miller – Hospitality		

(Bold denotes Voting Board for 2024-2025)

Call to order 10:03am, Jennifer H reminded everyone of antitrust (attached)

Old Minutes – James made a motion to accept, David 2nd, passed

Treasurer Report – Tim presented report (attached). Net revenue for the month \$4,771. We have rec'd 2 partner payments. **Tim will review to see which ones are outstanding and get with Mike and Jennifer H to follow up on them.** We need to get website and banner updated.

Membership/Retention – Cindy's report is attached. 142 members currently. We are trying to get home zip codes for Leg purposes. Cindy is working with Bob on that. Went over lapsing & termed. **Jennifer H will follow up with Holly Hubbel and Melanie Hasty-Grant. Cindy will follow up with others.**

Legislative – James Ashford reported Region 6 call was this morning. Cap Con was a success this year. We did miss the leg reception at Cap Con and it is probably important that at least someone from OK attends. There is a cost so, we likely will not send everyone. There are 6 PBM bills on hold (not to the floor yet). Max will be doing op shout. DDOK is working on the MLR bill. Tedford also has a bill (1161) that will require anything that has financial impact to go to oversight committee first.

Andrea reminded everyone of Day at the Capitol is March 11th. Jennifer reminded everyone to RSVP. As of yesterday, Tulsa only has 1 and OKC has 7. The cost is free, but we need to know how many will attend for lunch.

Professional Development – Mike reported Seth will do a legislative review in March since Feb was cancelled. Working on finalizing April agenda. Have May and August filled. May will be Marla from iSolved. Have July open.

Jennifer H reported that Tulsa Tech will now take 2026 date. Jennifer H & Tim worked on the dates for board meeting and lunch meetings while at Cap Con and **Jennifer H will send to Tulsa Tech to try and get secured. Once secured she will send confirmation to Eve, Ryeon and Mike.**

Awards – Kristan not in attendance. Nothing to update. **Jennifer H will send website criteria to Eve.**

Communications/Media/Website – Nothing new to report. Marche will work on newsletter to start monthly. Jennifer H asked all board members to please respond if Marche requests information

PAC – Tim reported that we contributed \$710 to PAC admin fund. They did not do a parade.

Public Service – Finalizing amounts. Right now, around \$12k, but some needed to still make donation. **Eve will set up a donation link and send that to Jennifer H to send out to the board.** Need to finalize so we can present check April 17th.

Corporate Sponsorship – nothing new to report. See previously, we will follow up on partners.

Hospitality – Ryeon provided a copy of the Feb registration (attached). Looking at amounts we would have brought in \$29.67 pp, and we are paying almost \$34 pp. The move to Tulsa Tech should enable us to keep cost to members at \$25.

Scholarship – Jennifer H reported due dates moved to April 15th. State changed the Dave Shepherd Memorial Health Underwriter of the Year award to the Dave Shepherd Member of the Year award. Information will go out soon on db on social media.

Old Business:

- P&P for meeting refunds – attached – Tim made motion to approve P&P, Greg 2nd, P&P passed.
- Cap Con - Katie, Cindy, Tim; also attending James, Jennifer and Andrea
- Annual Convention – June 28-July 1, Miami – need to finalize attendees (\$550 registration) – Tim and James will attend. Ryeon and Eve cannot attend this year due to conflicts, but would like to next year.

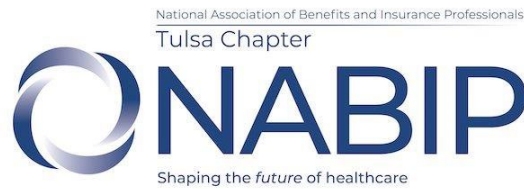
New Business:

- Need to confirm Expo – Tulsa Tech is available for Expo Aug 28th – confirmed with Tulsa Tech for August 28th. 4th Thursday because they did not have 3rd Thursday available.
- Contract and expense for Andy Neary, Symposium Speaker – sent contract in email (attached) – Jennifer explained that she made an error and looked at last year's speaker expense and not current, which is lower, when she discussed with Andy. Mike noted that we will not lose money, it will just lower the amount. Jennifer also received email from Meghann High (old Tulsa member, member in TX now) and she will be coming up for meeting and has emailed and invited a couple people that are not members. James motioned to approve contract at \$1500 and for Jennifer to sign contract, David 2nd. Passed.
- Make up for Seth/Leg meeting? – meeting will be March 27th.
- Next board year - Tim will be reaching out to everyone regarding board.

Next Board Meeting now at Tulsa Tech – April 3, 2025, May 8, 2025 (note change to 2nd Thursday)

Next Monthly Luncheon now at Tulsa Tech – March 27, 2025, April 17, 2025 Symposium – starting in May meetings at Tulsa Tech

Meeting Adjourned – 11:18



NABIP Tulsa Board Meeting Agenda
Thursday, March 6, 2025
Tulsa Tech 3638 S Memorial Dr, Tulsa, OK CSC Building/Virtual

Board Meeting:

Antitrust Statement

Minutes (Feb 2025)

Jennifer Brittain/Jennifer Helms

Treasurer's Report

Tim Brooks

Chairperson Reports:

Membership

Cindy Ramirez

Legislative

James Ashford

Professional Development

Mike Stephens

Awards

Kristan Carlton

Communications/Media/Website

Eve Adams

PAC

Tim Brooks

Public Service

Hospitality

Ryeann Miller

Social Media

Allie Lile

Scholarship

Lisa Irby

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NABIP's Code of Ethics & Antitrust Overview

Federal antitrust laws have an important bearing on membership policies and disciplinary proceedings of professional associations. The services and activities of an association like ours provide economic benefits to its members – in our situation, benefits professionals. Expulsion from an association or denying the right to be a member in some other way is held to place the individual at an economic disadvantage relative to other association members. Such a denial of the right to membership can be construed as a restraint of trade and a violation of the antitrust laws. For that reason, NABIP holds its Code of Ethics to be aspirational – a code that is aspired to but not one that is actively enforced.

In addition to potential antitrust liability were we to attempt to enforce our Code of Ethics, NABIP would have potential exposure to defamation and other claims. Statements that might be made in terms of the reasons for our actions, whether true or false, could constitute intentional infliction of economic harm. The penalties for violating these laws are severe, with the possibility of both civil and criminal charges. An individual may be fined up to \$1 million and a corporation up to \$100 million if found to have violated the antitrust laws. If violations are considered egregious, jail sentences up to ten years can be imposed. Additionally, there are civil penalties available to government antitrust enforcement agencies such as a cease and desist order and dissolution of our association. In addition to government enforcement of the antitrust laws, an individual or company that suffers injury as a result of an antitrust violation may file a private suit against the violator and recover treble damages.

Another type of question frequently asked concerns actions taken by insurers relative to contracts or commission levels. NABIP is not a union, and we are prohibited from negotiating with insurers on behalf of our members. In addition, the antitrust laws prohibit NABIP or a state or local chapter from discussing agent/broker compensation or contracts (and other similar actions) with carriers. The antitrust laws require agents and brokers to make certain decisions by themselves, and not in conjunction with each other. Discussions relative to commission levels or what a fair commission level is are prohibited, as is any mention of refusing to deal with or boycotting an insurer. NABIP's Board of Trustees acknowledges the following antitrust statement at every meeting it holds. It is highly recommended the chapters follow the same practice.

"Associations are subject to strict scrutiny under antitrust laws because an association is, by its nature, a group of competitors joined together for a common business purpose. The antitrust laws require companies to make certain decisions by themselves, not in conjunction with competitors. Therefore, associations and their members must proceed with extreme caution in certain areas of activity to insure against violation of the antitrust laws. Discussions of current or future prices or commissions and refusing to deal with or boycotting any insurance carrier are among a number of areas specifically prohibited by the anti-trust laws and will not be permitted in today's meeting."

What can be done if it is believed someone is not behaving in an ethical manner? Whether the party committed the wrongful act is an insurer or a competitor, if it is believed the actions taken constitute illegal behavior, go to the relevant regulatory authority with a complaint. If the area is gray and there is a feeling that the party in question is being allowed to do things other competitors would not be permitted to do, the regulatory authority has the final authority as to whether a particular action is or is not permissible under the law.

Violation of the antitrust laws would prevent us from providing you with the services you need to succeed in your business. **Our strongest desire is to help you be more successful. Please visit our website or ask us how we can help you achieve your goals in the coming year.**

NABIP Tulsa

Profit and Loss by Tag Group

July 1, 2024 - March 6, 2025

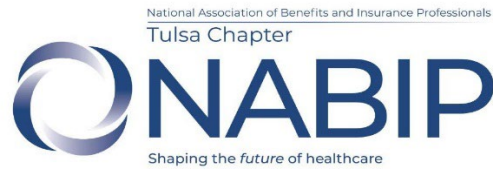
	TOTAL
Revenue	
Bank Interest Income	1,520.37
Fall Forum	
Fall Forum Registration	3,723.88
Fall Forum Sponsorships	6,077.26
Total Fall Forum	9,801.14
Fundraisers	
Half the Pot	
Half the Pot Income	207.00
Total Half the Pot	207.00
Total Fundraisers	207.00
Monthly Membership Meeting Income	5,350.13
NABIP Tulsa Partners	1,000.00
NAHU Membership Dues	4,442.70
Trivia Night	
Trivia Night Expense	-13,852.16
Trivia Night Income	14,352.16
Total Trivia Night	500.00
Total Revenue	\$22,821.34
GROSS PROFIT	\$22,821.34
Expenditures	
Awards	
Scholarship	1,000.00
Total Awards	1,000.00
Fall Forum Expense	
Fall Forum Meal	4,626.47
Fall Forum Raffle	413.73
Fall Forum Speaker	241.19
Speaker Gifts	175.00
Total Fall Forum Expense	5,456.39
Legislative	
HUPAC	710.00
Total Legislative	710.00
Monthly Membership Meeting Expense	
Meals	4,933.90
Total Monthly Membership Meeting Expense	4,933.90
NAHU Capital Conference	4,102.84
Other Business Expenses	
Accountant	1,200.00
Bank Charges & Fees	0.00
PO Box Rental	192.00
Quickbooks	275.00

NABIP Tulsa

Profit and Loss by Tag Group

July 1, 2024 - March 6, 2025

	TOTAL
Total Other Business Expenses	1,667.00
Website & Communications	
StarChapter	179.55
Monthly Service Charge	179.55
Total StarChapter	179.55
Total Website & Communications	179.55
Total Expenditures	\$18,049.68
NET OPERATING REVENUE	\$4,771.66
NET REVENUE	\$4,771.66



Committee Report

Cindy Ramirez – Membership Chair

Date of Board Meeting: 3.6.2025

Committee: Membership / Retention Report

We have 142 members as of 3.5.2025

New Members:

NONE

Lapsing Members:

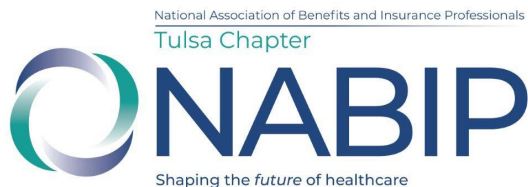
ID	First_Name	Last_Name	Company	Join_Date	Paid_Thru	Email
516897	Holly	Hubbell	Mercer	2/29/2024	2/28/2025	holly.hubbell@mercerc.com
516620	William	Vann	Verus Strategies	2/10/2024	2/28/2025	shaun@verus-strategies.com

Termed Members:

Member Type	Member Status	First Name	Last Name	Company	Phone	E-mail	Join Date	Paid Through	Sponsor Email
Former Member	Cancelled Membership	Toni	Buffington	Toni Buffington Medicare Solutions	918-902-2304	medicarehelp@tonibuffington.com	1/17/2022	12/31/2024	legislative@nahu.org
Full Member	Active	Melanie	Hasty-Grant	Waterstone Private Weather Management	(918) 272-1120	melanie@waterstonewealth.com	1/1/2024	12/31/2024	jennifer.helms@insurica.com

Card Expirations: None

Name	Last Name	Company	Type	Description	Price	Total Fee	Paid	Net Due	Credit Card	Check	Cash	Paid other
Eve Adams	Adams	Blue Cross Blue Shield of OK	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cas	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00
Paula Armstrong	Armstrong	HUB International Mid-America	Member	NABIP Tulsa Members @25 each	\$25.00	\$75.00	Paid by cc	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00
Sarah Yankee	Yankee	HUB International Mid-America	Member	NABIP Tulsa Members @25 each	\$25.00							
Susan Hainzinger	Hainzinger	HUB International Mid-America	Member	NABIP Tulsa Members @25 each	\$25.00							
Lynne Baldwin	Baldwin	Blue Cross Blue Shield of OK	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Evie Blair	Blair	Synergy Benefit Advisors	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Jennifer Brittain	Brittain	Brown & Brown Insurance Services, Inc.	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Timothy Brooks	Brooks	Flippo Insurance	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cas	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00
Kim Buker	Buker	Tedford Insurance	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Kelli Caldwell	Caldwell	Employee Benefits Advantage	Member	NABIP Tulsa Members @25 each	\$25.00	\$90.00	Paid by cc	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00
Lena Mileto	Mileto	Employee Benefits Advantage	Member	NABIP Tulsa Members @25 each	\$25.00							
Tina McClary	McClary	Employee Benefits Advantage	Guest	Non-Member @40 each	\$40.00							
Theresa Clagg	Clagg	Optimyl Benefits	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Barbara Coley	Coley	Coley Benefit Group	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Chloe Collon	Collon	Reliance Matrix	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Donna Cotton	Cotton	Summit Financial Group, Inc.	Guest	Non-Member @40 each	\$40.00	\$40.00	Paid by cc	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
David Crider	Crider	CommunityCare	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Paula Florez de Keith	De Keith		Guest	Non-Member @40 each	\$40.00	\$40.00	Paid by cc	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
David Harder	Harder	Spirit Financial Concepts, Inc	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Jennifer Helms	Helms	INSURICA	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Kelly Holley	Holley	FlexPlan Administrators	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Greg Holley	Holley	Flex Plan Administrators	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Lisa Humphrey	Humphrey	Rogers Benefit Group	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Lisa Irby	Irby	Benefit Designs of Oklahoma, Inc.	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Juliana Kraft	Kraft	Catalyst Benefits Group, LLC	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
John Lamb	Lamb	Advanced Benefit Systems, Inc.	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
ALLIE LILE	Lile	Enlighten Benefits	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Bonnie Martinez	Martinez	CommunityCare	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Kathryn McKenzie	McKenzie	CommunityCare	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Madison McSperitt	McSperitt	Primary Health Partners	Guest	Non-Member @40 each	\$40.00	\$40.00	Paid by cc	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
Ryeann Miller	Miller		Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
William Phillips	Phillips	William Preston Phillips Ins and Financial Services	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Cindy Ramirez	Ramirez	CommunityCare	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Tonya Smith	Smith	BenEx, Inc.	Member	NABIP Tulsa Members @25 each	\$25.00	\$50.00	Paid by cc	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00
Beth Shuyler	Shuyler	BenEx, Inc.	Member	NABIP Tulsa Members @25 each	\$25.00							
Michael Stephens	Stephens	Tallgrass Benefits	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Alicia Tiefenthaler	Tiefenthaler	Summit Group	Guest	Non-Member @40 each	\$40.00	\$40.00	Amount du	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
Jennifer Todd	Todd	Tedford Insurance	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Bill Warren	Warren	Capital Resources & Insurance	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Daniel Wheeler	Wheeler	HUB International Mid-America	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Paid by cc	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
Bob White	White	HUB International Mid-America	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Megan Wiley	Wiley	Enlighten Benefits	Guest	Non-Member @40 each	\$40.00	\$80.00	Amount du	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00
Jodi Rader	Rader	Enlighten Benefits	Guest	Non-Member @40 each	\$40.00							
Barry Wilson	Wilson	One World Benefits Group	Member	NABIP Tulsa Members @25 each	\$25.00	\$25.00	Amount du	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Andrea Workman	Workman	Reliance Matrix	Guest	Non-Member @40 each	\$40.00	\$40.00	Paid by cc	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00
					\$1,335.00	\$1,335.00		\$585.00	\$700.00		\$50.00	\$0.00



National Association of Insurance and Benefit Professionals Tulsa

Policy & Procedure

Policy Title: P&P Requirements

Classification: Financial

PP No.: 019

Drafted by: Jennifer Helms

Date Submitted: March 6, 2025

Amendment

Approved: n/a

Sunset Date: 2026

Description: Meeting Refunds

Process: Member will be eligible to receive a credit towards another meeting of equivalent price if they submit cancellation request one week prior to the meeting. The member will receive an email from either President, President Elect, Vice President or Treasurer confirming the meeting cancellation and credit amount.

Member must keep email and present it at the meeting they wish to redeem the credit. If the member loses the email, we cannot be responsible for the credit amount and this will be stated in the email to the member.

Hospitality will keep the email and submit as the payment for that member, with the other payments for the meeting.

The following wording will be added to meeting communications: cancellation must be received one week prior to the meeting, otherwise the member responsible for the cost of the meeting.

President

Secretary

SPEAKER CONTRACT

This Agreement is entered into by and between Andy Neary, a(n) individual, (hereinafter the “Speaker”), and NABIP-Tulsa, OK, a(n) [INDIVIDUAL/LLC/CORP.], (hereinafter the “Event Host”), each a “Party” and collectively “Parties.”

WHEREAS the Event Host desires that the Speaker be a speaker at NABIP-SPRING SYMPOSIUM-Tulsa, OK; and Speaker has the qualifications, expertise, and is willing to speak in accordance with the terms and conditions of this agreement.

NOW THEREFORE, the parties agree as follows:

1. SERVICES

The Event Host hereby engages and retains Speaker to be a speaker at **NABIP-SPRING SYMPOSIUM-Tulsa, OK on April 17, 2025** on the premises of the Tulsa Country Club
701 N Union Ave, Tulsa, OK 74127. Speaker topic will be **The Insurance Agent Sales Playbook: The 3 Step Process to Go From Unknown to Unstoppable** and the Speaking Engagement will last 60 minutes.

2. FEE FOR THE SPEAKING ENGAGEMENT

Speaker will be paid an amount of **\$1,500.00** (the “Fee”) on or before April 1, 2025. If either party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the Event Host will have the right to reschedule the Speaking Engagement at a time mutually agreed upon with the Speaker. In such an event, the Speaker will not be compensated for any expenses incurred for the original date of the Speaking Engagement and only be compensated for the new rescheduled Speaking Engagement.

3. CANCELLATION

This agreement cannot be canceled except by mutual written consent of both the Speaker and Event Host. If the Speaker cancels thirty (30) calendar days before an event, Speaker will be required to pay any unrecoverable costs already incurred by Event Host, but not more than the total fee agreed upon.

4. ASSIGNMENT

Speaker acknowledges that the services to be rendered under the terms hereof, are of a special and unique character and may not be assigned.

5. VENUE AND EQUIPMENT

The Speaking Engagement will be at Tulsa Country Club 701 N Union Ave, Tulsa, OK 74127(the “Facility”). The Facility will provide all sound and lighting equipment, as

well as all house support personnel, including, but not limited to all ushers, and security personnel deemed necessary by the Facility and Speaker. Speaker may supply any additional equipment, including, but not limited to audio visual aids, demonstration media, fixtures, stage sets, and devices. The Speaker will use the Facility for the sole purpose described herein and for no other purpose.

6. REPRODUCTION OF SPEAKING ENGAGEMENT

The Event Host will be entitled to record, produce or transmit audio and/or visual of the Speaking Engagement.

7. MARKETING

Speaker does not have any rights to approve any and all marketing and publicity by means of poster, newspaper, radio, television.

8. INDEMNITY

Event Host and its affiliates, agents, and employees will indemnify and hold the Speaker and its affiliates, agents, and employees harmless from any liability or loss including but not limited to attorney fees and litigation costs, based or asserted upon any act or omission for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or otherwise connected with, or arising in whole or in part from the Speaking Engagement.

9. INTELLECTUAL PROPERTY

Each Party may use the other's trademarks for the sole purpose of marketing the event. Nothing within this Agreement or the Speaking Engagement will be deemed a transfer of intellectual property, including but not limited to any spoken words or presentations.

10. LIMITATION OF LIABILITY

Neither Party to this agreement will be liable to the other for indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages). All claims will be brought within one (1) year of the date they are or reasonably should have been discovered.

11. COMPLIANCE WITH LAWS

Event Host and Speaker will comply with all pertinent federal, state and local statutes, codes and regulations, and their contractors, employees and agents will obtain and maintain in full force and effect all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies.

12. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of law principles.

13. AMENDMENTS

This Agreement contains the entire agreement between the parties hereto. Any changes made to the terms and conditions of this Agreement must be in the form of a written amendment and signed by both parties.

14. RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Waukesha, Wisconsin. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Waukesha, Wisconsin. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

15. FORCE MAJEURE

None of the Parties shall be liable for any failure, suspension or delay in the performance of its obligations hereunder if such failure, suspension or delay has been caused by Act of God or Force Majeure.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.