

ESG Use Agreement

Effective Date: _____

1. Introduction

This ESG Use Agreement ("Agreement") governs access to and use of Employer Strategy Group ("ESG"), its websites, educational resources, branding assets, marketing materials, advisor tools, and related services.

By accessing ESG websites, materials, forms, resources, or participating in ESG-related activities, you acknowledge and agree to be bound by this Agreement.

2. Ownership and Structure

Employer Strategy Group ("ESG") is a business brand, educational platform, and collaborative advisor network owned and operated by Active Care LLC, a Wyoming limited liability company ("Active Care").

ESG is not a separate legal entity, corporation, partnership, franchise, employment organization, insurance agency, brokerage, or professional services firm.

All rights associated with the ESG name, logos, trademarks, websites, educational content, marketing assets, branding materials, and related intellectual property are owned exclusively by Active Care LLC.

This Agreement is entered into between the participant and Active Care LLC.

3. Purpose of ESG

ESG was established to support independent advisors, referral partners, and strategic relationships through shared branding, educational resources, marketing tools, business development support, and professional collaboration.

ESG exists to facilitate communication, education, resource sharing, and strategic alignment among participants while preserving the independence of each participant's business activities.

4. ESG Collaborative Model

ESG operates as a collaborative branding and resource platform.

The purpose of ESG is to develop, maintain, improve, and make available:

- Branding assets
- Marketing materials
- Educational resources
- Advisor support tools
- Landing pages
- Presentations
- Videos
- Strategic partnership opportunities
- Other business development resources

ESG is not operated as a commission-sharing organization, sales agency, recruiting organization, brokerage, insurance agency, network marketing organization, or employment organization.

Except where expressly stated in a separate written agreement, ESG does not participate in, control, manage, supervise, or receive compensation from transactions, commissions, client relationships, provider relationships, referral arrangements, or revenues generated between independent advisors, providers, vendors, employers, or other third parties.

Any fees, dues, contributions, or participation costs associated with ESG are intended solely to support the maintenance, administration, development, and enhancement of ESG resources, branding, technology, educational materials, and operational infrastructure.

Participants remain independent and retain ownership and control of their own client relationships, compensation arrangements, referral relationships, business decisions, and professional activities.

5. Independent Status

Participation in ESG does not create:

- Employment
- Partnership
- Joint venture
- Agency

- Franchise
- Fiduciary relationship
- Exclusive business relationship

Participants are independent business persons or organizations and are solely responsible for their own activities, conduct, compliance obligations, licensing requirements, marketing practices, disclosures, and contractual relationships.

Nothing in this Agreement shall be interpreted as creating authority for any participant to bind Active Care LLC or ESG.

6. Educational and Informational Purpose

ESG materials are provided for educational, informational, and marketing support purposes only.

Nothing provided through ESG constitutes:

1. Legal advice
2. Tax advice
3. Accounting advice
4. Regulatory advice
5. Insurance advice
6. Investment advice
7. Healthcare advice
8. Professional consulting advice

Participants should consult qualified professionals regarding matters specific to their circumstances.

7. Use of ESG Materials

Participants may use approved ESG materials solely for legitimate educational, marketing, relationship-building, and business development purposes related to ESG-supported opportunities.

Participants may not:

1. Sell ESG materials.

2. Redistribute ESG materials as their own.
3. Remove ownership notices.
4. Use ESG materials in a misleading manner.
5. Use ESG materials for unlawful purposes.
6. Represent ESG materials as proprietary to themselves.

ESG resources remain subject to modification, replacement, suspension, or withdrawal at any time.

8. Brand Standards and Trademark Use

The ESG name, logos, trademarks, slogans, graphics, website content, branding elements, educational materials, and marketing resources are the exclusive property of Active Care LLC.

Participants are granted a limited, revocable, non-exclusive permission to use approved ESG branding solely for authorized educational, marketing, and business development purposes.

Participants may not:

1. Modify ESG logos in a misleading manner.
2. Create derivative trademarks or confusingly similar branding.
3. Register ESG-related domain names without authorization.
4. Represent ESG as a separate legal entity.
5. Represent themselves as employees, officers, directors, owners, or authorized spokespersons of Active Care LLC unless expressly authorized in writing.
6. Use ESG branding in connection with deceptive, unlawful, or misleading activities.

Active Care LLC reserves the right to revoke branding permissions at any time and require immediate discontinuation of ESG branding use.

9. Compliance and Professional Conduct

Participants agree to conduct business honestly, ethically, and professionally.

Participants shall not:

1. Make false or misleading representations.
2. Misrepresent ESG, Active Care LLC, strategic partners, advisors, providers, or opportunities.
3. Make unsupported income, savings, legal, compliance, healthcare, tax, or regulatory claims.
4. Engage in deceptive advertising.
5. Engage in unlawful solicitation activities.
6. Violate applicable laws, regulations, licensing requirements, or professional standards.

Participants remain solely responsible for all statements and representations they make to prospects, clients, referral partners, employers, providers, or other third parties.

10. Third-Party Relationships

ESG may reference or facilitate introductions to third-party organizations, providers, vendors, educational programs, consultants, advisors, or strategic opportunities.

Active Care LLC does not control and is not responsible for:

1. Third-party products
2. Third-party services
3. Third-party performance
4. Third-party representations
5. Third-party contracts
6. Third-party business practices

Any agreement entered into with a third party is solely between the participant and that third party.

11. No Guarantee of Results

Active Care LLC and ESG make no guarantees regarding:

1. Revenue generation
2. Business opportunities

3. Client acquisition
4. Advisor participation
5. Strategic partnerships
6. Marketing effectiveness
7. Financial outcomes
8. Business performance

Individual results vary based on numerous factors outside the control of Active Care LLC.

12. Limitation of Liability

To the fullest extent permitted by law, Active Care LLC, ESG, their owners, officers, contractors, affiliates, advisors, and representatives shall not be liable for any indirect, incidental, consequential, punitive, special, economic, or business damages arising from participation in ESG activities or use of ESG resources.

All ESG resources are provided on an "as available" and "as is" basis without warranties of any kind, whether express or implied.

13. Privacy

Information voluntarily submitted through ESG websites, forms, applications, communications, and inquiries may be used for:

1. Relationship management
2. Educational outreach
3. Operational administration
4. Resource delivery
5. Strategic communications

Active Care LLC does not sell personal information to third parties.

14. Modification of Agreement

Active Care LLC reserves the right to modify this Agreement at any time.

Continued use of ESG resources after publication of any revision constitutes acceptance of the updated Agreement.

15. Suspension or Termination

Active Care LLC may suspend, restrict, or terminate access to ESG resources, branding assets, participation opportunities, websites, or related services at its sole discretion.

16. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, without regard to conflict of law principles.

Any dispute arising under this Agreement shall be resolved in the courts of Wyoming unless otherwise required by applicable law.

17. Contact Information

Questions regarding this Agreement may be submitted through the ESG Contact Page.

Employer Strategy Group™
A Collaborative Brand and Resource Platform of Active Care LLC
Smarter Pathways. Measurable Results.